



DOC. NO.: CICC 7360-0/08

**INITIAL SUBMISSION DATE:
JUNE 1, 2003**

**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 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. 2.10 & 2.11
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. 2.9
LIVING WAGE	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
CSBE MEASURE:	N/A
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 - MDHA:	SEE Section 2.0, para's 2.6, 2.30, 2.106 and Attachment A
FDOT-MDT:	SEE Attachment B
SURCHARGE FEE:	N/A
WRITTEN WARRANTY:	SEE SECT 2.0, para. 2.15

FOR INFORMATION CONTACT:

- CONTRACT ADMINISTRATOR @ 305/375-2606

IMPORTANT NOTICE TO POTENTIAL RESPONDENTS

THIS BID CONTAINS PREFERENCES FOR SECTION 3 BUSINESSES (MDHA ONLY)

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

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: CICC7360-0/08
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 :

Registered vendor with the Department of Procurement Management and a General Building, General Engineering, or Specialty Trade Contractor registered with Miami-Dade County.

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.
- (f) Approved insurance.

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 Vendor Information Center (VIC), located at 111 NW 1 Street, Lobby, Suite 112, Miami, FL 33128 after 9:00 AM on May 19, 2003.

RESPONSE PROCEDURE: Qualified contractors are encouraged to submit the **REQUEST TO PARTICIPATE FOR QUALIFIED CONTRACTORS** package to the **Vendor Information Center (VIC), located at 111 NW 1 Street, Lobby, Suite 112, Miami, FL 33128** by 5:00 PM Eastern Daylight time on **May 30, 2003**. The phone number for the VIC is (305) 375-5773 and the fax is (305) 372-6184. 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. Within 10 calendar 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 required 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 7360-0/08
REQUEST TO PARTICIPATE FOR PRE-QUALIFIED CONTRACTORS

Date: _____

Company Name: _____

Federal Employee Identification Number (FEIN): _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email address: _____

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

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

Bonding Capacity: \$ _____

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

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 correct 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.

Principal (please print) _____

Signature _____ Date: _____

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

EMPLOYMENT DRUG FREE WORKPLACE

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

EMPLOYMENT FAMILY LEAVE

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

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

ARREARS WITH THE COUNTY

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

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

CODE OF BUSINESS ETHICS

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

NO CRIMINAL RECORD

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

DEBARMENT AND SUSPENSION DISCLOSURE

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

NON -DISCRIMINATION BASED ON DISABILITY

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

PUBLIC ENTITY CRIMES

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

FAIR SUBCONTRACTING

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

LIVING WAGE (IF APPLICABLE)

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

FAIR WAGE (IF APPLICABLE)

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

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature: _____

Position/Title: _____

Name of Firm: _____

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

My Commission expires:

NOTARY PUBLIC
STATE OF FLORIDA

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

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

DOCUMENT REQUIRED TO PRE-QUALIFY AS MDHA BIDDER.

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: _____

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

County – shall refer to Miami-Dade County, Florida

DBD – Shall refer to Miami Dade County's Department of Business Development

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

Enrolled Vendor – **EFFECTIVE June 1, 2003**, 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.

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

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

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

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 June 1, 2003, vendors will be able to enroll and register online by visiting our web site at 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 hold the required license 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 issuance of work under this contract, an award may be reversed and bid bond, if applicable, may be forfeited. 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 Business 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. Responsible Wage & Benefits – Pursuant to Ordinance 90-143.
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.
19. Miami-Dade County Disclosure Affidavit – Section
20. County Contractors Employment & Procurement Practices – Section 2-8.1.5 Affirmative Action Plan/Procurement Policy Affidavit and Affirmative Action Plan Exemption Affidavit and Miami-Dade County Board of Directors Disclosure Form Section 2-8.1.5
21. Living Wage Ordinance – Section 2-8.9
22. Fair Subcontracting Practice- Section 2-8.8

23. Clearinghouse Affidavit and Job Request Form (Reso. R-937-98, as amended by R-1145-99) and Contribution and Waiver Request Affidavits (Reso. R-358-99, as amended by R-1238-99)
24. Criminal Record Affidavit – County Ordinance 94-34
25. Quarterly Reports (Reso. No. 113-94 & 1634-93)
26. Cone of Silence – Section 2-11.1(t) of the Code
27. Community Workforce Program for Capital Improvement Contract (Reso. R 1328-00)

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 solicitation bid process and be individually subject to the Cone of Silence. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the CICC Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the CICC agent in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the respondent’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, Suite 202, Miami, FL 33128 or email clerkbcc@miamidade.gov.

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

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 10-33.02 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be thirty (30) days from receipt of a proper invoice. The time at which payment shall be due to minority and disadvantaged business Enterprises and women business enterprises shall be fourteen (14) 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, and that satisfy all necessary legal requirements to do business with Miami-Dade County. All submissions must present a copy of their Occupational License and all trade licenses, which qualify the participant to perform construction trade services in Miami Dade County

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. To the maximum extent practicable, solicitations which include commercial items shall require offerors to offer the County at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice. If requested by the project Engineer, the Contractor shall provide an assignment of warranty on any such items where the commercial or manufacturer's warranty exceeds the warranty provided by the contract.

1.8 NON-EXCLUSIVITY

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

1.9 CONTINUATION OF WORK

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

1.10 BID PROTEST

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

- A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

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

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

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

- In the event a Bidder wishes to protest any part of the requirements contained in an RPQ, they must file a notice of protest in writing with the issuing department no later than 48 hours prior to the RPQ Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award an RPQ has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the Clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.
- For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 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 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, 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 a violation and sanctions may be imposed. Sanctions as delineated in governing documents include termination of the contract for default, debarment, and stop payments. 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.

1.22 ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.23 AFFIRMATIVE ACTION REQUIREMENTS

Responders must furnish with the solicitation certain DBE requirements specified in the solicitation form and certain Affirmative Action Requirements specified in the Affirmative Action Requirements section. Failure of the respondent to properly complete and submit these forms with the solicitation may render the solicitation as non-responsive and subject to rejection. The Contractor may be required to submit additional forms and/or documents as specified in the Affirmative Action Requirements Section. Miami-Dade County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.24 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts, pursuant to Section 2-1076(c)(8) of the County Code.

1.25 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the respondent's site or hold a pre-award qualification hearing to determine if the respondent is capable of performing the requirements of this solicitation.

1.26 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.27 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

1.28 DISCRIMINATION PROHIBITED

The Contractor, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy.

1.29 TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

1.30 SMALL BUSINESS CONCERN

A Small Business Concern, with respect to firms seeking to participate as DBEs in contracts, is defined in Section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act. Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b). A goal for the participation of Disadvantaged Business Enterprises may be established on individual work orders. Any firm proposed for use as a Disadvantaged Business Enterprise, must have a valid certification from the Miami-Dade County

Department of Business Development (DBD), at the time the bid, proposal or work order is submitted and a copy of the certification document must be submitted with the bid, proposal or work order.

1.31 CONFLICT OF INTEREST

No employee, officer, or agent of MDC shall participate in selection, or in award or administration of a contract if a conflict of interest, real or apparent, would be involved. MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

1.32 FLY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that the recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.33 CLEAN AIR

The contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

1.34 CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

2.0 Special Conditions

2.0	DEFINITIONS.....	6
2.1	PURPOSE: TO PRE-QUALIFY CONTRACTORS:.....	8
2.2	INTENTIONALLY OMMITTED.....	8
2.3	TERM OF CONTRACT: SIXTY (60) MONTHS.....	8
2.4	METHOD FOR INCLUSION IN THE CONTRACT.....	9
2.5	PRICING:.....	11
2.6	<u>AWARD OF CONTRACT; REJECTION OF BIDS (MDHA ONLY).....</u>	<u>11</u>
2.7	JOB ORDER CONTRACTING.....	12
2.8	COUNTY DAMAGES IN CASE OF DELAY.....	12
2.9	INSURANCE REQUIREMENTS.....	13
2.10	BID BOND BASED ON PERCENTAGE OF BID PRICE.....	15
2.11	PAYMENT AND PERFORMANCE BONDS.....	16
2.12	LICENSE QUALIFICATIONS OF CONTACTORS.....	17
2.13	INVOICES AND PAYMENTS.....	18
2.14	INSPECTOR GENERAL.....	19
2.15	WARRANTY OF CONSTRUCTION.....	20
2.16	COMPLIANCE WITH APPLICABLE LAWS.....	21
2.17	RESPONSIBLE WAGES & BENEFITS (ORD. 90 - 143).....	22
2.18	<u>DAVIS BACON MINIMUM WAGE DECISION (FEDERAL FUNDS).....</u>	<u>22</u>
2.19	PERMITS/INSPECTIONS AND FEES.....	22
2.20	ISSUANCE OF WORK UNDER THIS CONTRACT.....	23
2.21	AWARDING WORK ASSIGNMENTS.....	23
2.22	PROCEDURES FOR OBTAINING RPQS.....	23
2.23	PRE-RPQ CONFERENCE/SITE VISIT.....	25
2.24	REQUEST FOR CLARIFICATION/INFORMATION OF AN RPQ.....	25

2.25	RESPONSIBILITY OF THE CONTRACTOR	25
2.26	SUBCONTRACTING OF WORK: POST AWARD	25
2.27	NOTICE OF AWARD	26
2.28	NOTICE TO OCCUPY SITE	27
2.29	NOTICE TO PROCEED	27
2.30	REVIEW OF RECORDS	27
2.31	SUBSTANTIAL COMPLETION, PUNCH LIST & FINAL ACCEPTANCE	27
2.32	CONTRACTOR'S USE OF WORK SITE	28
2.33	COUNTY OCCUPANCY	29
2.34	COUNTY FURNISHED DRAWINGS	29
2.35	INTERPRETATION OF DRAWINGS AND DOCUMENTS	29
2.36	LAYOUT OF THE WORK	29
2.37	CONTRACTOR FURNISHED DRAWINGS	30
2.38	AS-BUILT DRAWINGS	30
2.39	SHOP DRAWINGS	31
2.40	CONTRACT DOCUMENTS AT THE SITE	31
2.41	WORKER'S IDENTIFICATION	32
2.42	METHOD OF PROSECUTING PERFORMANCE	32
2.43	STAGING AND PHASING	32
2.44	PRE-CONSTRUCTION MEETING	33
2.45	PROGRESS MEETINGS	33
2.46	MANUFACTURER'S INSTRUCTIONS	33
2.47	MOUNTING HEIGHTS	34
2.48	CLEANING & PROTECTION OF SITE	34
2.49	SAFETY PRECAUTIONS	35
2.50	ACCIDENTS	35
2.51	SUBMITTALS	35

2.52	ASBESTOS ABATEMENT REQUIREMENTS.....	36
2.53	DIFFERING SITE CONDITIONS.....	36
2.54	CONSENT OF COUNTY REQUIRED FOR SUBLETTING OR ASSIGNMENT	37
2.55	COORDINATION WITH OTHER CONTRACTORS.....	37
2.56	PRELIMINARY OCCUPANCY	37
2.57	CONTRACTOR'S WORK SCHEDULE/PROGRESS PAYMENTS	38
2.58	EXTENSIONS OF TIME.....	38
2.59	EXTENSION OF TIME NOT CUMULATIVE.....	40
2.60	CONTRACTOR'S DAMAGES FOR DELAY.....	40
2.61	STOP WORK ORDER.....	40
2.62	TERMINATION FOR CONVENIENCE BY THE COUNTY.....	41
2.63	PAYMENTS RELATED TO GUARANTEE OBLIGATIONS	42
2.64	SET-OFFS, WITHHOLDINGS AND DEDUCTIONS.....	42
2.65	NATURE OF THE AGREEMENT.....	43
2.66	MANNER OF PERFORMANCE.....	43
2.67	GENERAL REQUIREMENTS	43
2.68	AUTHORITY OF THE PROJECT MANAGER.....	44
2.69	INDEPENDENT CONTRACTOR.....	46
2.70	COMMUNICATIONS.....	46
2.71	MUTUAL OBLIGATIONS.....	46
2.72	NO ESTOPPEL OR WAIVER	47
2.73	EVENT OF DEFAULT.....	47
2.74	NOTICE OF DEFAULT-OPPORTUNITY TO CURE/TERMINATE.....	48
2.75	REMEDIES IN THE EVENT OF TERMINATION FOR DEFAULT	48
2.76	THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES	48
2.77	CONTRACTOR IN ARREARS OR DEFAULT	49

2.78	AGREEMENT LIMITING TIME IN WHICH TO BRING ACTION AGAINST THE COUNTY	49
2.79	DEFENSE OF CLAIMS	49
2.80	FORCE MAJUERE	49
2.81	DISPUTES.....	50
2.82	NO ORAL CHANGES.....	50
2.83	EXTRA WORK AND PAYMENT THEREFORE	50
2.84	CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT.....	53
2.85	INSPECTION	54
2.86	UNCOVERING FINISHED WORK.....	54
2.87	CORRECTION OF WORK.....	55
2.88	ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK.....	55
2.89	TESTS.....	56
2.90	CHOICE OF LAW, VENUE	56
2.91	SEVERABILITY	56
2.92	CONTRACT CONTAINS ALL TERMS.....	56
2.93	SURVIVAL	56
2.94	CONTRACTOR'S SUPERVISION	56
2.95	RELEASE OF LIENS/SUBCONTRACTORS STATEMENT OF SATISFACTION ..	57
2.96	SCHEDULE OF VALUES	58
2.97	PRE-AWARD QUALIFICATION	58
2.98	OWNER'S REPRESENTATIVE CONSULTANT.....	58
2.99	REQUESTS FOR INFORMATION (RFI)-POST AWARD OF RPQ.....	59
2.100	FIELD DIRECTIVES	59
2.101	CONTRACT TYPE ASSISTANCE FURNISHED PERSONNEL.....	59
2.102	PERFORMANCE REPORTS.....	60
2.103	ATTACHMENTS.....	60

2.104 SECURITY60
2.105 CONTRACT AMENDMENTS AND MODIFICATIONS.....63
2.106 SECTION 3 ECONOMIC OPPORTUNITY AND AFFIRMATIVE MARKETING...63
PLAN

2.0 Special Conditions

2.0 DEFINITIONS:

ADDENDA: An addition or supplement to a document, for example, items or information added to or deleted from a bid document's request for proposal. Written interpretations and revisions to the Bid Documents issued by Miami-Dade County (MDC) prior to opening of the Bids.

AWARD: The presentation, after careful consideration, of a purchase agreement or contract to the selected bidder or offeror. The issuance of a Contract by Miami Dade County.

BID DOCUMENTS: File containing all information relating to the bid, including requirements, purchase request, invitation for bid (IFB), all bids in response to the IFB, bid evaluation, and award information. Documents applicable to and specific to the bidding of this Contract, consisting of Contract Specifications, Contract Drawings, Construction Safety Manual, Forms for the Submittal of Bids, other related documents specified in the Contract, and errata and addenda thereto.

BID SECURITY: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded (insured) bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into a contract with MDC for the performance of the work and furnish acceptable bonds and insurance if the contract is awarded to the bidder.

BIDDER: An individual, firm, partnership, corporation or combination thereof, submitting a response to an invitation for bid (IFB) Bid for the Work.

CHANGE NOTICE: A document issued by the Engineer to the Contractor specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written alteration to a contract or, signed by the purchasing authority, in accordance with the terms of the contract, unilaterally directing the contractor to make changes. A document issued to the Contractor by MDC modifying the Contract.

CONSTRUCTION STAGING AREA: Property which may be available for use by the Contractor during the construction period for the purpose of storing product and construction equipment and for the purpose of staging the work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONTRACT: An agreement between the awarded Contractor and the County to perform a service or to construct a project as outlined in the Request For Price Quotation (RPQ) shall mean the execution of an agreement based on this solicitation to a contractor and shall include any addenda issued, the Requests For Price Quotation (RPQ) issued and awarded, and any contract modifications or change orders.

CONTRACTOR(s): any individual or business having a contract with the County to provide a service or complete a construction project for a predetermined price, shall mean the GC(s) or STC(s) awarded a contract under this solicitation.

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.

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.

INVOICE: shall mean a list of goods or services completed, showing prices, terms quantities, and other particulars sent to the County in request for payment

INSURANCE SPECIFICATIONS: Insurance requirements of the contract to be provided by the Contractor and included in the Contract Conditions.

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 complete the scope of the work.

NOTICE OF AWARD: shall mean a written notification from the County to the successful bidder, or offeror stating that there is an award of a contract in accordance with a bid or proposal previously submitted, and that effective with receipt the vendor or contractor shall proceed with performance; allows work to start while contract is printed and readied for distribution.

NOICE TO CURE: shall mean a formal written notification to the Contractor in the event that the contractor failed to perform in accordance with the terms of the contract for the project/work.

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

NOTICE OF TERMINATION: Written notice from MDC to the Contractor to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

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.

PROJECT OR WORK: hereinafter shall mean the work to be performed under a contract and awarded 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.

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.

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.

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

SUBCONTRACTOR: shall mean a business entity holding a subcontract with a prime contractor engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of 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.

SUPPLIER: shall mean The person or business unit actually performing services, or providing supplies required by the contract any business that furnishes materials or supplies to a Contractor on a Project awarded under the Contract.

2.1 PURPOSE: TO SOLICIT CONTRACTORS:

The purpose of this Solicitation is to establish CICC 7063-0/08 to pre-qualify contractors for miscellaneous construction services to various County departments that are federally funded and those that are locally funded which has exhausted the 7040 contract with approval from Department of Business Development and CICC. All Contractors that meet the criteria established in the Bid Solicitation shall be able to competitively bid on single and multiple trade projects that may be accessed by County departments utilizing federal and other local funds in order to obtain price quotation(s) for the provision of construction trade projects not to exceed \$1 million.

2.2 INTENTIONALLY OMMITTED

2.3 TERM OF CONTRACT: SIXTY (60) MONTHS

The contract resulting from this Solicitation shall be for a period of five (5) years. 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.

2.4 METHOD FOR INCLUSION IN THE CONTRACT

All responsive, responsible bidders meeting or exceeding the minimum qualification and the criteria established in Section 3 for MDHA shall be placed on a list of pre-qualified Contractors who will be included in the Contract and who will be contacted on an as needed when needed basis to provide quotation for Work required by the County. The County shall be the sole determiner of who meets the solicitation requirements.

Section 3 businesses, pre-certified by Miami-Dade Housing Agency (MDHA) at least two weeks prior to bid opening date, may receive a contract award preference, based on size of bid amount and submission of Document 00200-B with each project bid (see Section 5.3, page 2). (Applicable only to MDHA bids).

All Contractors that qualify by trade for a project over \$2,500 shall be notified and the RPQ shall be advertised. RPQ's at \$2,500 or less shall not be competitively bid. The award to one vendor for these project (s) does not preclude the ability of the remaining pre-qualified bidder (s) from submitting quotes for other specific projects.

The County shall have the sole discretion as to the contents of each RPQ, which may include: time for Project completion, permit requirements, minimum pay requirements, method of payment, etc. The County at its sole discretion may award the work under the quotation or reject all quotations and have the Work performed outside this Contract.

SECTION 3 AND SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AND THE IMPLEMENTING REGULATIONS IN 24 CODE OF FEDERAL REGULATIONS (CFR) PART 135, AS AMENDED BY AN INTERIM RULE PUBLISHED ON JUNE 30, 1994 (59FR33866).

Each bidder must familiarize himself/herself with the regulations and requirements of Section 3.

ALL BIDDERS ARE REQUIRED TO SUBMIT A SECTION 3 ECONOMIC OPPORTUNITY PLAN (THE PLAN), OR A LETTER FROM MDA APPROVING BIDDERS PLAN, FOR MDHA'S APPROVAL WITHIN 21 DAYS AFTER BID OPENING DATE, IN ORDER TO BE CONSIDERED RESPONSIVE.

All section 3 covered projects shall include the following clause (referred to as the section 3 clause) and a certification application.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons (s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of federal regulations.
- E. The Contractor will certify that any vacant employment position, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 25 CFR part 135.
- F. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to Work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7 (b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7 (b).

NOTE: For additional information regarding section 3 requirements and project preferences, contact MDHA, Pat Sharifi, at (305) 644-5326.

THE ABOVE REQUIREMENTS AND ANY OTHER REQUIREMENTS AS STIPULATED UNDER ATTACHMENTS A THRU SHALL BE A PART OF EACH REQUEST FOR QUOTATION ISSUED BY MIAMI-DADE HOUSING AGENCY.

2.5 PRICING

- A. Method of response by CONTRACTOR(s) shall be stated on the Request for Price Quotation (RPQ) and shall include, (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, funding source of the project, whether the project is federally funded or locally funded, time for Work completion, pre-bid conference and/or site visit, bid bond, performance and 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.

2.6 AWARD OF CONTRACT; REJECTION OF BIDS, (MDHA ONLY)

- A. Preference in the award of this Section 3 covered RPQ will be provided as follows:
 - 1. Bids are being solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns). An award will be made to the most responsive, responsible Section 3 business concern with the highest priority ranking as stipulated under paragraph B below, entitled Priority Ranking, and with the lowest responsive bid if that bid:
 - a. Is within the maximum total contract price established in MDHA's budget; and
 - b. Is not more than "x" higher than the total bid price of the lowest responsive bid from any responsible bidder. "x" is determined as follows:

	X = Lesser of :
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is	

At least \$100,000, but less than \$200,000	9% of that bid. or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid. or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid. or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid. or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid. or \$40,000
At least \$1 million but less than \$2 million	4% of that bid. or \$60,000
At least \$2 million but less than \$4 million	3% of that bid. or \$80,000
At least \$4 million but less than \$7 million	2% of that bid. or \$105,000
\$7 million	1 1/2 of the lowest responsive bid. with no dollar limit.

If no responsive bid by a Section 3 business concern meets the requirements of Paragraph A.1 of this section, the contract shall be awarded to the most responsive, responsible bidder with the lowest responsive bid.

2.7 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 shop drawings and/or 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.

2.8 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 in a predetermined daily amount (**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.

2.9 INSURANCE REQUIREMENTS

Upon notification, the Contractor shall furnish the 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 7360-0/08

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 remain inactive until all such defects are corrected. Any Contractor placed in an inactive status shall remain inactive until 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 Project period. If insurance certificates are scheduled to expire during the Project period, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of fifteen (15) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the Project 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 remain inactive until 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.

2.10 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 bon 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 fourteen (14) 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	Bond 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 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.

2.11 PERFORMANCE AND PAYMENT BOND

- A. All Projects, where the prices received are in excess of \$100,000 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 \$100,000. 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 fourteen (14) calendar 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:

<u>Bond Amount</u>	<u>Best Rating</u>
200,001 to 500,000	B V
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

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

2.12 LICENSE QUALIFICATIONS OF CONTRACTORS

- 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.
 - b. 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.

2.13 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).

- 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) 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 3).
- 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 fourteen (14) calendar days from receipt of a proper invoice.

2.14 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.

2.15 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.

2.16 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.

- C. See Section 5 of this bid for Section 3 of the HUD Act of 1968, and Small, Minority and Women-Owned Business Requirements.

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

CONTRACTORS are responsible for compliance with County Ordinance No. 90-143 for projects that are not federally funded and are 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. **IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE DEPARTMENT OF BUSINESS DEVELOPMENT AT (305) 349-5960, TO OBTAIN THE PREVAILING WAGE SCHEDULE FOR THE APPLICABLE QUARTER.** Copies of the Wage and Benefit Schedule can be obtained at www.miamidade.gov/dbd under reports

2.18 DAVIS BACON MINIMUM WAGE DECISION (FEDERAL FUNDS)

1. Davis-Bacon wage determination (s) 29CFR 1.5 and 1.6 (b) is/are applied
2. Walsh-Healy Public Contracts Act Representation

2.19 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.
- C. 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.
- D. 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.

2.20 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.

2.21 AWARDING WORK ASSIGNMENTS

The Project Manager for the County Department requesting Work shall prepare an RPQ, utilizing the form identified as (**Attachment 5 and 5A**). The RPQ shall include the scope of work; funding source; 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.

2.22 PROCEDURES FOR OBTAINING RPOS

- 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.
 15. Funding source (federal or local funding).
- 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.
- D. Failure on the part of a CONTRACTOR to submit such bid price shall render the CONTRACTOR non-responsive.
- E. 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.
- F. 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.
- G. Notification of Contractors for competitive bidding on the RPQ shall be as follows:
1. **For Projects valued up to \$2,500:**

RPQ's within this threshold do not require competitive quotations. The user agency will contact CICC for the names of vendors to be contacted.

Quotation(s) may be requested by fax or e-mail.
 2. **For projects valued at \$2,500.01 to \$1,000,000.00**

Project(s) will be competitively bid amongst all qualified contractors, for the appropriate trade classifications. Quotes shall be submitted by the Contractor in a sealed envelope(s) marked with the RPQ # and title, by the specified time, place and opening date, as stated in the RPQ. All projects estimated at \$2,500.01 and above must be advertised. (See Attachment 6 for example)
 3. **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 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 or to cancel an RPQ at any time.

2.23 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.

2.24 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.

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

2.26 SUBCONTRACTING OF WORK: POST AWARD

- A. The CONTRACTOR may propose another subcontractor from those participating in this Contract, or if it chooses, perform the Work itself if so licensed. 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 firm on the contract 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; The Contractor must receive written approval for the addition from the Project Manager and CICC.

- B. A CONTRACTOR may only subcontract to those firms registered to do business with Miami-Dade County and such firms must hold valid a Certificate of Competency from the State of Florida and/or Miami-Dade County for the Work to be performed
- C. The CONTRACTOR shall fully inform any subcontractors of the RPQ requirements and, that as an active participant of the Contract, 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 are: 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.

2.27 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**). If a performance/payment bond is required, the CONTRACTOR will be notified in the Notice of Award letter (see example **Attachment 12A**).

2.28 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.

2.29 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.

2.30 REVIEW OF RECORDS

- A. All CONTRACTORS shall, during the term of 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.

2.31 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**).

2.32 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.

2.33 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).

2.34 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.

2.35 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**.

2.36 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.

2.37 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.

2.38 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.

2.39 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.

2.40 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.

2.41 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.

2.42 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.

2.43 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.

2.44 PRE-CONSTRUCTION CONFERENCE

- 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**).

2.45 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**).

2.46 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.

2.47 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.

2.48 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.

2.49 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.

2.50 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**).

2.51 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.

2.52 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.

Contractor shall provide the Department with pre and pro asbestos report submittal on all projects where asbestos abatement was conducted.

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.

2.53 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.

2.54 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.

2.55 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.

2.56 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**.

2.57 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.

2.58 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 waive the County's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring CONTRACTOR in default.

2.59 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.

2.60 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.

2.61 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.

2.62 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 30 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.

2.63 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.

2.64 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.

2.65 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.

2.66 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).

2.67 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.

2.68 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. When 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.

2.69 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.

2.70 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.

2.71 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.

2.72 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.

2.73 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.

2.74 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

2.75 REMEDIES IN THE EVENT OF TERMINATION FOR DEFAULT

- A. If a Termination for Default occurs, the CONTRACTOR and the bond provider (**Attachment 34A**), if applicable) shall be notified of the effective date of the termination (**Attachment 35 or 35A**) 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.

2.76 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.

2.77 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.

2.78 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.

2.79 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.

2.80 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.

2.81 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 of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the Project Manager 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.

2.82 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.

2.83 EXTRA WORK AND PAYMENT THEREFORE

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

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

The Contractor shall submit to the Project Manager an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen (15) percent of such sum for labor and the total thereof shall be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the

Contractor shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations and insurance and Contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. Contractor's documentation of the labor burden costs shall be provided upon demand by the Project Manager.

For all materials used, the Contractor shall include the estimate cost of such materials, including freight charges, to which cost shall be, added an amount equal to ten (10) percent thereof, for full compensation that includes overhead, profit and home office expenses.

For any construction equipment or special equipment including fuel and lubricant, required for the economical performance of extra work, the Project Manager shall pay the Contractor a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid the Project Manager shall make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten (10) percent for fuel, maintenance and lubrication for rented equipment.

The Contractor is required to include a statement certifying that this claim is justified and that it is consistent with the Plans and Specifications and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is ordered, it shall be included in the Contractor's monthly estimate when Allowance Account funds are available in the Contract for the work actually done. An Allowance Account expenditure form shall be prepared and executed by all appropriate parties to the Contract. If no allowance account funds are available a change order will be issued.

The performance of any extra work or the furnishing of any extra material which, in the judgment of the Project Manager, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Project Manager shall so provide, be paid for at the unit price bid for such item or items, where Allowance Account funds are available in the Contract with the Contractor's monthly estimate, for the work actually done. Said Allowance Account funds shall be transferred to the various Proposal payment item funds via the Allowance Account expenditure form, to allow payment for this extra work without depletion of the payment item fund.

All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Project Manager, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, or the application of the unit price will result in unacceptably high costs to the Department, and it is impracticable because of the nature of the work, or for any other reason,

to fix the price before the extra work order is issued, extra work and material will be paid for in the following manner:

- a. For all labor, including a working foreman in direct charge of the specified operation, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Contractor may charge one hundred (100) percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the Contractor may charge the following: twenty five (25) percent of the working foreman's salary for directing up to two workers in their work; fifty (50) percent of sum salary for directing up to four workers in their work; seventy five (75) percent for directing five workers in their work; and one hundred (100) percent for directing six workers or more in their work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for performing the work, which includes overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
- b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which costs shall be added an amount equal to ten (10) percent thereof, for full compensation which includes overhead, profit and home office expenses.
- c. For any construction equipment or special equipment including fuel and lubricants, required for the economical performance of extra work, excluding the small tools and ordinary equipment as specified above, the Project Manager shall allow the Contractor a rental price to be agreed upon in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid for every hour that the equipment is actually working at the hourly rental rate to which shall be added ten (10) percent for fuel, maintenance and lubricants for rented equipment.

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

The contractor upon certified statements shall submit all claims for extra work done, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copies of the orders authorizing the performance of the work, shall be submitted to the Project Manager for inclusion in the estimate of the month, in which the work was actually done, where allowance account funds are available in the contract. If no allowance account fund is available, the extra work shall be paid for, subject to approval of a change order for the work, by the county Manager via Expedite Ordinance or the Board of County Commissioners.

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

In the event that the Contractor employs a subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment, the Contractor may charge an additional ten (10) percent for his full compensation for overhead, profit, home office expenses and general supervision for the portion of work performed by the subcontractor.

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

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

2.84 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** or **Attachment 38A**) 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 change to the RPQ shall not exceed \$100,000 or 10% of original RPQ, whichever is less. 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.

2.85 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.

2.86 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.

2.87 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.

2.88 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.

2.89 TESTS

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

2.90 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.

2.91 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.

2.92 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.

2.93 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.

2.94 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.

2.95 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).

2.96 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.

2.97 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.

2.98 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.

2.99 REQUESTS FOR INFORMATION (RFI)–POST AWARD OF RPO

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**.

2.100 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.

2.101 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.

- C. 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.

2.102 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.

2.103 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.

2.104 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.

2.105 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.

2.106 SECTION 3 ECONOMIC OPPORTUNITY AND AFFIRMATIVE MARKETING PLAN

All bidders (Section 3 and non-Section 3) are required to execute and submit "**Section 3 Economic Opportunity and Affirmative Marketing Plan**" under this pre-qualification contract. **Contractors who do not submit this document will not be permitted to bid on any MDHA work covered under this contract.**

An executed Plan document is the contractor's certification that he or she will take all necessary affirmative marketing steps required, in connection with each MDHA project award, to (a) meet Section 3 subcontracting goals and ensure small, minority and women subcontractors (where subcontracting is to take place) are used, and (b) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDHA awards (applicable to all bidders who submit bids for MDHA work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards.

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

Plumbing

- | | |
|--|------------------------------|
| *Journeyman Plumber | *Master Plumber |
| *Journeyman Gas Fitter | *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 Pressure & Process Piping |
| *Journeyman Fire Sprinkler | *Journeyman Refrigeration |
| *Journeyman Gasoline & Tank & Pump | *Journeyman Room Air Conditioning |
| *Journeyman General Mechanical | *Journeyman Sheet Metal |
| *Journeyman Heating | *Journeyman Steam Generator Boilers & Piping |
| *Journeyman Insulation | *Journeyman Warm Air Heating |
| *Journeyman Pneumatic Control Piping | |
| *Master Air Conditioning Limited | *Master Pressure & Process Piping |
| *Master Air Conditioning Unlimited | *Master Refrigeration Limited |
| *Master Ammonia Refrigeration | *Master Refrigeration Unlimited |
| *Master Elevator Maintenance & Service | *Master Room Air Conditioning |

- *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 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-Building Contractor

- *Sub-General Building Contractor

Building Specialties

Asbestos Abatement

- Canvas Awning
- Caulking
- *Communication Tower
- Concrete Finishing
- *Concrete Forming & Placing
- *Concrete Slab Sawing & Core
- *Demolition
- Door
- *Drywall
- *Fence
- Flagpole/Satellite
- Flooring
- Garage & Industrial Door
- *Glass & Glazing
- Gypsum Drywall Installer
- Exterior veneer
- *Waterproofing

- *Lathing & Plastering
- Masonry & Decorative Fence
- *Metal Awning & Storm Shutter
- *Metal Decking & Siding
- Metal Partition
- *Miscellaneous Metals
- Ornamental Iron
- Painting
- Parking Strip Painting
- *Pneumatic Concreting & Pressure Grouting
- *Pres-stressed Pre-cast Concrete Erection
- Property Mgt. & Maintenance
- Public Seating
- *Reinforcing Steel Placing
- Gypsum Drywall Finish
- Insulation & Acoustical Tile

- *Roof Deck
- *Screen Enclosure
- Sheet Metal Gutter & Downspout
- Shower & Tub Enclosure
- *Sign (Non-electric)
- Store Fixtures & Cabinets
- *Structural Steel Erection
- *Swimming Pool
- Traditional Thatched Hut
- Structure
- *Unit Masonry, Marble &
- Roof Cleaning & Painting

- *Examination Categories

NOTE: VENDORS DOING ROOF REPLACEMENT MUST SUBMIT PROOF OF CERTIFIED MANUFACTURERS ROOFING SYSTEM INSTALLER CERTIFICATE WITH THE NUMBER OF WARRANTY YEARS FOR ROOFING SYSTEM.

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

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

3.3 MINIMUM QUALIFICATION REQUIREMENTS

- a. Registered vendor with the Department of Procurement Management.
- b. State of Florida, General Building or Engineering license registered with Miami-Dade County, or a Miami-Dade County General Building, General Engineering, 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).

3.4 REQUEST TO PARTICIPATE — CHECK LIST

1. REQUEST TO PARTICIPATE FORM
 - Dated
 - Signed
 - Correct contact number
 - Correct License Number(s) – Expiration Date(s)
2. COPIES OF ALL CLAIMED LICENSES
3. EXECUTIVE FIRM'S RESPONSIBILITY AFFIDAVIT
4. SECTION 3 ECONOMIC OPPORTUNITY PLAN

SECTION 5: SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

5.1 GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Bidders interested in receiving copy of this regulation may fax their request to Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

Contractors must also take all necessary affirmative marketing steps to ensure small, minority and women-owned business enterprises are used (see Section 2.107, p. 41, and Document 00400, Section 3 Economic Opportunity Plan (Plan), p. 46, of this bid), in MDHA projects where subcontractors are to be used. Contractors are required to use Miami-Dade Department of Business Development's (DBD) small, minority and women-owned business lists to solicit and award, where feasible, subcontracts to these firms. Contact DBD at (305) 349-5960, or fax: (305) 349-5915 to obtain these lists.

5.2 SECTION 3, SMALL, MINORITY AND WOMEN BUSINESS DEFINITIONS

1. The following terms and related forms are used interchangeably under Section 5: "Consultant" and "Contractor"; "Subconsultant" and "Subcontractor".

2. The term "Section 3 business" is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC's low income household limits (see "Miami-Dade 2002 Income Limits", page 2), or whose firms include 30% of these persons as full-time employees.

3. The term "new hires" is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

4. The term "Section 3 Resident" is defined as follows:

A Section 3 Resident is an individual who lives in Miami-Dade County and (a) is a resident of public housing; or (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); or is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); or (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

5. The current Miami-Dade Income Limits are as follows:

MIAMI-DADE 2003 INCOME LIMITS

	1	2	3	4	5	6	7	8
	PERSON							
Very Low Income (50%)	16,850.00	19,300.00	21,700.00	24,100.00	26,050.00	27,950.00	29,900.00	31,800.00
Low-Income (80%)	27,000.00	30,850.00	34,700.00	38,550.00	41,650.00	44,750.00	47,800.00	50,900.00

SECTION 5: SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

6. The definition of a small, minority or woman business is as follows:

A business at least 51 percent owned or controlled by a small business owner, or one or more minority group members, or women and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jews. Note: MDHA only recognizes small, minority or women business owners certified by DBD.

5.3 SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of MDHA requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a Section 3 business meets the "X" factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section 5.3, "Section 3 Business Priority Rankings", no. 7., page 3, if that bid:
 - is within the maximum total contract price established in MDHA's budget, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 and ½ % of that bid, with no dollar limit

3. The contract shall be awarded to the lowest responsive responsible bidder if no responsive bid by a MDHA pre-certified Section 3 business concern meets the above-defined "X" factor.
4. For information on how to become a MDHA-certified Section 3 business, fax, MDHA Office of Compliance, at (305) 643-1773.
5. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by MDHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit *Document 00200-B, "Section 3 Business Preference Claim"* (Attachment 4) with bid quote.
6. Section 3 businesses are required to comply with procedures listed under Section 5.4, "Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)", pages 3 and 4, Section 5.5, "Required Subcontracting Goals, Documents And Submission Dates Applicable To MDHA Multi-Trade Projects", pages 4 and 5, and Section 5.6 "Required Contractor and Subcontractor Post-Award Training and Employment Recruitment Procedures (MDHA Only)", pages 5 and 6.

SECTION 5: SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

7. SECTION 3 BUSINESS PRIORITY RANKINGS: (THE HIGHEST PRIORITY RANKING (PR) IS #1.)

PR#1: 51% or more owned by residents of the Miami-Dade Housing Agency public housing site where work is to take place, or whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);

PR#2: 51% or more owned by residents of other public housing sites owned and/or managed by the Miami-Dade Housing Agency, or whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 2 Businesses**);

PR#3: Business owners who are or were participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or Fax (305)373-9922 (**Category 3 Businesses**);

PR#4: 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 4 Businesses**);

PR#5: a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section 5.3", Section E for current Miami-Dade low and very-low income limits); or

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 or #2 above (category 1 and 2 businesses only (PR#5 a and b above are **Category 5 Businesses**).

5.4 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH MDHA BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)

1. Bidders who submit bids for MDHA single-trade projects, or who submit bids on MDHA multi-trade projects and will not be subcontracting must complete and submit with bid:
 - a) **Document 00450, "Contractors/Subcontractors Estimated Project Work Force Breakdown"**(see Attachment 1-A) for contractor. The purpose of this form is to identify any training and employment opportunities (where there are vacancies or new positions in connection with the award) to be directed toward low or very-low residents and the approximate date the positions will be available. (Note: "**Document 00451**", Attachment 1-B, is a sample, completed Document 00450.)
 - b) "**Document 00452—Employee List** (Attachment 2), for contractor.
2. Bidders who submit bids on multi-trade projects and will not be subcontracting must also complete and submit with bid "**Document 00430—List of Subconsultants/ Subcontractors Section 3, Small, Minority and Women Business Utilization**" (Attachment 3). Bidders should complete all information requested on the form *except the subcontractor table*, and insert a checkmark on the bottom of the form where it states "If no subcontractors will be used, check here: ".

SECTION 5: SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

3. Bidders (single and multi-trade projects) who wish to claim a Section 3 bid preference, are required to submit *Document 00200, "Section 3 Business Preference Claim"* (Attachment 4), with the bid (see Section 5.3, Bid Preference Terms and Requirements, page 2). Only bidders who have been pre-certified by MDHA as a Section 3 business shall be eligible to claim a Section 3 business preference.

5.5 REQUIRED SUBCONTRACTING GOALS, DOCUMENTS AND SUBMISSION DATES APPLICABLE TO MDHA MULTI-TRADE PROJECTS

Contractors must take the following affirmative action steps (see Section 2.107, p. 42, and Document 00400, p. 46, of this bid), to outreach to Section 3, small, minority and women-owned businesses, (*multi-trade projects only*).

1. Award a minimum goal of 10% of the total contract award amount to Section 3 subcontracting businesses, where feasible, if subcontractors are to be used, and ensure small, minority (bidders must solicit to all minorities, including Blacks, Hispanics, Asians, Indians, etc.) and women-owned subcontracting businesses are used. The definition of a Section 3 business may overlap with the definition of a small, minority and/or women-owned business; where applicable, contractor will have satisfied the Section 3 and the other affirmative marketing goals by selecting a contractor that meets both definitions.
2. Negotiate with Section 3 businesses, first, and small, minority and women-owned businesses, second, in cases where the amount of the subcontractor's bid would make the project infeasible for the contractor to perform.
3. Divide the work into smaller components, where feasible, to facilitate subcontracting opportunities to Section 3, small, minority and women-owned businesses.
4. Document the outreach steps contractor has taken, consistent with the steps listed in contractor's *Plan* (Document 00400, page 46 of this bid), to demonstrate compliance in solicitation to Section 3, small, minority and women-owned enterprises.
5. The two lowest responsive, responsible bidders (multi-trade projects only and only where bidder will be using subcontractors), are required to provide the following documentation within **14 days** of notification.
 - a) *Document 00430, "List of Subconsultants/ Subcontractors Section 3, Small, Minority and Women Business Utilization"* (Attachment 3). The contractor should include all subcontractors (except suppliers) he or she is recommending to be awarded project.
 - b) All "*Solicitation to Section 3, Small, Minority and Women Subcontractors Solicitation*" (Attachment 5; 2 pages), forms provided to prospective subcontractors. Note: Where subcontractor has completed and returned form to contractor, contractor should submit the form completed by subcontractor; if subcontractor has not completed the form, contractor should submit copy of form used to solicit to that subcontractor.
 - c) "*Outreach Documentation Form*" (Attachment 6) listing all subcontracting firms solicited, the date(s) solicited, the methods of solicitation, and each subcontractor's response.
 - d) "*Letters of Intent*" forms received from all Section 3 (Attachment 7) and small, minority and women-owned (Attachment 8) business subcontractors that submitted bids. Contractors must attempt to negotiate with Section 3 businesses, first and small, minority and women-owned businesses, second, if the amount of the subcontractor's bid would make the project infeasible for the contractor to perform.

SECTION 5: SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

- e) *"Certificate of Unavailability"* (Attachment 9). Contractor should request any Section 3, small, minority and women-owned business subcontractor solicited by contractor, not interested or unavailable to submit a bid, to complete this form, or, if they do not comply, complete it on their behalf.
 - f) Contractor's written explanation, if a non-Section 3 business was selected instead of a Section 3 business, if both businesses submitted *Letters of Intent*. Further, if a non-Section 3 business was selected, contractor must explain why minority or women-owned firms that submitted *Letters of Intent* were not selected, where applicable.
 - g) *Document 00450, "Contractors/Subcontractors Estimated Project Work Force Breakdown"*(Attachment 1-A) for contractor, and its subcontractors. The purpose of this form is to identify any training and employment opportunities (where there are vacancies or new positions in connection with the award) to be directed toward low or very-low residents and the approximate date the positions will be available. (Note: *"Document 00451"*, Attachment 1-B, is a sample, completed Document 00450.)
 - h) *"Document 00452—Employee List"* (Attachment 2), for contractor, and its subcontractors.
 - i) *"Document 00453"—Section 3 Contractor/Subcontractor Certification* (Attachment 10) from contractor, and each subcontractor to be awarded project work.
6. Failure by the successful contractor to meet applicable requirements, described under this section, and follow the outreach steps described in contractor's Plan (Document 00400, page 46) in the time frame requested may result in sanctions, termination of this contract for default, and debarment or suspension from future USHUD-assisted contracts.
 7. The contractor and its subcontractors must submit required MDHA post-award forms (presented by MDHA at each pre-construction meeting), during the performance of the contract in the frequency and format requested by MDHA.

5.6 REQUIRED CONTRACTOR AND SUBCONTRACTOR POST-AWARD TRAINING AND EMPLOYMENT RECRUITMENT PROCEDURES (MDHA PROJECTS ONLY)

Contractor and subcontractors (where subcontracting is applicable) shall comply with training and employment steps outlined in contractor's *Plan* (see Document 00400, p. 46, of this bid). Contractor and subcontractors, where subcontractors are used (subcontractor references in following paragraphs are only applicable if contractors will be using subcontractors) shall also adhere to the following provisions:

1. Contractor (multiple and single-trade projects) and subcontractors, including any Section 3, small, minority or women-owned business concern awarded work through this MDHA project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section 5.6. "Section 3 Resident Priority Order for Training and Employment Opportunities", page 6., no.8.
2. Contractor (multiple and single-trade projects) and subcontractors are also required to undertake efforts to hire Section 3 public housing, Section 8, and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
3. In addition to nos. 1 and 2 above, contractors (multiple and single-trade projects) and subcontractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.

SECTION 5: SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

4. Contractor (multiple and single-trade projects) and subcontractors (multi-trade projects) must explain to all job applicants how to claim a Section 3 preference (using MDHA forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section 5.2, page 1.
5. When there is a need for new hires, contractor (multiple and single-trade projects) and subcontractors (multi-trade projects) must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
6. When there is a need for new hires resulting from MDHA awards, contractors (multiple and single-trade projects) and subcontractors (multi-trade projects) must carry out recruitment in accordance with the training and employment recruitment requirements listed under Contractor's Plan (see Document 00400, p. 46. of this bid).
7. Contractor (multiple and single-trade projects) and subcontractors (multi-trade projects) will be required to submit documentation to MDHA of efforts and results made to train and employ Section 3 residents (resulting from MDHA awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by MDHA.
8. **SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**
 - a. Public housing residents from the MDHA public housing development where work is to take place (**Category 1 residents**);
 - b. Public housing residents from all MDHA public housing developments (**Category 2 residents**);
 - c. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305)377-9922, or Fax (305)373-9922 (**Category 3 residents**);
 - d. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (**Category 4 residents**); or
 - e. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (**Category 5 residents**).

5.7 WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact the South Florida Workforce, at (305) 594-7615, ext. 369 or Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

5.8 SECTION 3 CLAUSE

The *Section 3 Clause* (page 7), also found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions.

The successful bidder (contractor), and bidder's subcontractors, is bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

SECTION 5: SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

5.9 REQUIRED FORMS FOR MDHA SINGLE AND MULTI-TRADE PROJECTS (Attached)

E M P L O Y E E L I S T

Firm Name _____

Address _____

Phone & Fax Number _____

Instructions: Using the example listed below, please complete (type or legibly print) form for **all employees of company**. **Attach proof of program participation for Section 3 (Sec. 3) employees who claim they are participants in a Miami-Dade public housing (PH), Section 8 (S-8), or other federal assistance (FA) program. USE ADDITIONAL PAGES OF THIS FORM WHERE NECESSARY AND NUMBER EACH PAGE.**

Employee Name	Address	Category of Work	Date of Hire	FT or PT	Sec. 3*	PH, S-8, or FA
Jane Doe	1234 Anywhere Lane Miami, FL 33125	Electrician	12/31/00	F/T	*	

Legend: FT = Full Time PT = Part Time Sec. 3 = Section 3 Resident S-8 = Section 8 Resident
PH = Public Housing Resident FA = Federal Assistance Program Participant

Total # of Employees

Signature & Title

Date

DOCUMENT REQUIRED WITH BID ON ALL SINGLE TRADE PROJECTS, OR WHEN CONTRACTOR ELECTS NOT TO SUBCONTRACT ON A MULTI-TRADE PROJECT

MIAMI-DADE COUNTY MIAMI-DADE HOUSING AGENCY DOCUMENT 00430 ATTACHMENT 3

*LIST OF SUBCONSULTANTS/SUBCONTRACTORS
SECTION 3, SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

PROJECT FL. NO. _____ PROJECT NAME: _____ TOTAL DOLLAR AMOUNT OF CONTRACT: \$ _____
 CONSULTANT/CONTRACTOR NAME: _____ ADDRESS: _____ Federal I.D. No.: _____
 CONSULTANT/CONTRACTOR RACIAL/ETHNIC/GENDER/SIZE (See # Codes Below) _____ IF NO SUBS WILL BE USED, CHECK HERE: _____

Subconsultant/ Subcontractor (SC) Name, Address, Phone and Fax Numbers	Section 3 Business? <input checked="" type="checkbox"/>	SC Racial/ Ethnic Code **	SC Gender Code	Small Business? <input checked="" type="checkbox"/>	Contract Amount	Trade, Service or Supply	Competitive or Negotiated Bid	Federal I.D. No.

TOTAL DOLLAR AMOUNT OF SUBCONTRACTS: \$ _____ **RACIAL/ETHNIC /GENDER/SIZE CODES (Include all applicable codes under table columns 3 and 4 above)

combined total of all subcontracts to subconsultants, contractors, subcontractors
 TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: \$ _____
 Person completing form: _____ Title: _____
 Telephone: _____ Date: _____

Attach documentation to this form to demonstrate the affirmative steps undertaken by consultant or contractor to solicit and award contracts (where subcontracts are applicable) to Section 3 businesses, in accordance with solicitation procedures described in the proposal or bid.

*Contractor should include information about all subcontracts on this form, including contracts with subconsultants, general contractors and/or subcontractors.
 DOCUMENT REQUIRED WITH BID ON ALL SINGLE TRADE PROJECTS, OR WHEN CONTRACTOR ELECTS NOT TO SUBCONTRACT ON A MULTI-TRADE PROJECT

SECTION 3 BUSINESS PREFERENCE CLAIM

OPTIONAL DOCUMENT (ONLY APPLICABLE TO BIDDERS PRE-CERTIFIED BY MDHA AS A SECTION 3 BUSINESS WHO ARE CLAIMING A PREFERENCE)

____ (Initial) _____ (Firm Name) was certified by MDHA as a Section 3 Business on _____ (Date). Said firm is claiming a preference for the bid, identified below.

____ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of Section 3 full-time employees to non-Section 3 employees continues to be at least 30% or higher.

____ (Initial) Said firm has attached to this form a list of any new full-time or part time employees who were not employed by said firm when firm received its Section 3 Business Certification from MDHA.

____ (Initial) Where applicable, said firm shall attach Forms C and D (from the Section 3 Business Application) or other applicable documentation to demonstrate whether any new employees who have been hired are Section 3 individuals.

BID NUMBER _____ BID NAME _____

FIRM NAME (Please print or type) _____

PRESIDENT'S NAME (Please print or type) _____

PRESIDENT'S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: _____

DOCUMENT REQUIRED WITH ALL BIDS (SINGLE AND MULTI-TRADE PROJECTS) WHEN S-3 CERTIFIED CONTRACTOR ELECTS TO CLAIM A S-3 BUSINESS PREFERENCE

SECTION 5

SECTION 3 OF THE HUD ACT OF 1968, AND SMALL, MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS

- 5.1 General Requirements**
- 5.2 Section 3, Small, Minority And Women Business Definitions**
- 5.3 Section 3 Bid Preference Terms And Requirements**
- 5.4 Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)**
- 5.5 Required Subcontracting Goals, Documents And Submission Dates Applicable To MDHA Multi-Trade Projects**
- 5.6 Required Contractor and Subcontractor Post-Award Training And Employment Recruitment Procedures (MDHA Projects Only)**
- 5.7 Welfare-To-Work Tax Incentive And Work Opportunity Tax Credit Program**
- 5.8 Section 3 Clause**
- 5.9 Required Forms For MDHA Single and Multi-Trade Projects**

Solicitation to Section 3, Small, Minority and Women Subcontractors

To: _____ (Subcontracting Firm Name)

Fm: _____ (Contractor Firm Name)

Re: _____ (Project #, Name, & Location)

Specify Category of Work and/or Specialty Trade Needed for Project:

Bid Due Date: _____ Subcontractor Bid Quote: _____

Subcontractor (Print and Sign Name and Title) _____

Subcontractor Phone/Fax Nos. _____

Section 3 of the Code of Federal Regulations requires *General or Prime Contractors who subcontract work for HUD-funded projects to seek and award, to the greatest extent feasible, at least 10% of the total contract amount to Miami-Dade County Section 3 businesses who meet the definition of one of the Section 3 business categories, listed below.* If two or more Section 3 businesses that provide the same business or service bid on the same project, then the firm with the highest priority ranking, where feasible, will be selected.

Definition of a Section 3 Business Concern: Businesses that meet one of the following definitions identified below. (The highest priority ranking (PR) is #1.)

- PR#1:** 51% or more owned by current Section 3 public housing residents who reside at the public housing site where work is to take place, or whose full-time, permanent work force includes 30 percent of these persons as employees, including persons who were Section 3 public housing residents within three years of the date of first employment with the business, and lived at site where work is to take place.
- PR#2:** 51% or more owned by residents of other MDHA public housing sites, or whose full-time, permanent work force includes 30 percent of these persons as employees, including persons who were Miami-Dade public housing residents within three years of date of first employment with the business.
- PR#3:** 51% or more owned by HUD Youthbuild Program participants, or whose full-time, permanent work force includes 30 percent of these persons as employees, including persons who were HUD Youthbuild Program participants, within three years of date of first employment with the business.
- PR#4:** Business concerns that are 51 percent or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes 30 percent of these persons as employees including persons who were participants in a federally assisted housing program, within three years of date of first employment with the business.
- PR#5:** Business concerns that are 51 percent or more owned by "other Section 3 residents", which are individuals who reside in Miami-Dade County, and currently meet the definition of a low, or very low-income person, as defined by USHUD regulations (see "Section 3 Definitions and Income Guidelines", listed below); or whose full-time, permanent work force includes no less than 30 percent "other Section 3 residents",

Note: Section 3 is applicable only to MDHA contracts and contracts funded with United States Department of Housing and Urban Development public housing program funds.

Solicitation to Section 3, Small, Minority and Women Subcontractors ATTACHMENT 5

including persons who were "other Section 3 residents" within three years of date of first employment with the business, or businesses that provide evidence of a commitment to subcontract in excess of 25% percent of the dollar award of all subcontracts to be awarded to businesses that meet the qualifications identified above under "Definitions of a Section 3 Business Concern", paragraphs 1 and 2.

Businesses able to meet one or more of the above-priority ranking definitions may be eligible to become a certified Section 3 business. Section 3 business applications may be requested from Margaret Hall, Miami-Dade Housing Agency (MDHA) Office of Compliance, at tel. no. (305) 644-5104 or fax no. (305) 643-1773. MDHA is responsible for reviewing and approving, where applicable, all Section 3 Business Applications.

If you have any questions regarding your bid submission for the captioned project award, call _____ at _____ (phone number).

Small Business Enterprise, Minority Business Enterprise, Women Business Enterprise Definitions: A business which is at least 51 percent owned or controlled by a small business owner, or one or more minority group members, or women and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jews. For information on how to become certified as a Miami-Dade County (MDC) small, minority or woman business owner, contact MDC Dept. of Business Development (DBD) at 305-349-5960. Note: MDHA only recognizes small, minority or women business owners certified by DBD.

Section 3 Resident Definition: An individual who: (a) is a resident of Miami-Dade public housing; or (b) is a resident of another federally assisted Miami-Dade housing program (Section 8, Section 202, etc.); or is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); or (c) whose family household income meets the definition of a low-or very low income Miami-Dade County family.

New Hires Definition: Full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

Very-Low Income Person or Household Definition: Families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area.

Low Income Person or Household Definition: Families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area.

Note: The table below is calculated with the 50% or 80% Miami-Dade Area figures, and no additional calculation is required.

MIAMI-DADE 2003 INCOME LIMITS

	1	2	3	4	5	6	7	8
	PERSON							
Very Low Income (50%)	16,850.00	19,300.00	21,700.00	24,100.00	26,050.00	27,950.00	29,900.00	31,800.00
Low-Income (80%)	27,000.00	30,850.00	34,700.00	38,550.00	41,650.00	44,750.00	47,800.00	50,900.00

MIAMI-DADE COUNTY
MIAMI-DADE HOUSING AGENCY (MDHA)

SECTION 5.9

**REQUIRED FORMS FOR MDHA SINGLE AND
MULTI-TRADE PROJECTS**

- I. Required Documents to be Submitted With Bid (Single-Trade Projects and Multi-Trade Projects Where Subcontractors Will Not Be Used)
 - Attach. 1-A Document 00450, "Contractor/Subcontractor Estimated Project Workforce Breakdown"
 - Attach. 1-B Document 00451, "Sample Document 00450"
 - Attach. 2 Document 00452, "Employee List"
 - Attach. 3 Document 00430, "List of Subconsultants/Subcontractors Section 3, Small, Minority and Women Business Utilization"

- II. Optional - Only Required With Bid From MDHA Pre-Certified Section 3 Businesses Who Wish To Claim A Bid Preference
 - Attach. 4 Document 00200-B, "Section 3 Business Preference Claim"

- III. Required Solicitation Documents to be Submitted 14 Days After Bid Opening (Applicable to Multi-Trade Projects Only)
 - Attach. 1-3 (See Documents Listed Under First Heading Above)
 - Attach. 5 "Solicitation to Section 3, Small, Minority and Women Subcontractors (2-pages)"
 - Attach. 6 "Outreach Documentation"
 - Attach. 7 "Section 3 Letter of Intent"
 - Attach. 8 "Small, Minority and Women-Owned Enterprise Letter of Intent"
 - Attach. 9 "Certificate of Unavailability"
 - Attach. 10 Document 00453, "Contractor/Subcontractor Certification"

MIAMI-DADE TRANSIT

AFFIRMATIVE ACTION REQUIREMENTS

INVITATION TO BID

CONSTRUCTION OVER \$2,000.00

Federally Funded Miscellaneous Single and Multiple Trade Projects

TABLE OF CONTENTS

SECTION I: DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS

- A. Labor Provisions
- B. Notice
- C. Standard Specifications

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

- A. Equal Employment Opportunity
- B. Discrimination Prohibited
- C. Nondiscrimination (General)
- D. Nondiscrimination ("Equal Employment Opportunity Clause")
- E. Disability Nondiscrimination
- F. Liaison Officer

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE/AFFIRMATIVE ACTION REQUIREMENTS

A. DEFINITIONS

- 1. Affirmative Action
- 2. Bidder
- 3. Board
- 4. Challenge
- 5. Commercially Useful Function
- 6. Compliance Monitor
- 7. Contract
- 8. Contract Goal
- 9. Contract Price
- 10. Contracting Officer
- 11. Contracting Opportunity
- 12. Disadvantaged Business Enterprise
- 13. DBE Certification Letter
- 14. DBE Contractor Identification Statement
- 15. DBE Directory
- 16. DBE Contractor Unavailability Certification.
- 17. Goal
- 18. Letter of Intent
- 19. Manufacturer

20. MDC
 21. Notice of Opportunity to Meet with Contracting Officer
 22. Primary Recipient
 23. Qualified
 24. Recipient
 25. Regular Dealer
 26. Small Business Concern
 27. Socially and Economically Disadvantaged Individuals
 28. Schedule for Participation by DBE Contractors
 29. Subrecipient
 30. Successful Bidder
 31. Transit Vehicle
 32. Transit Vehicle Manufacturer (TVM)
 33. Transportation Improvement Program (TIP)
 34. Unavailable
 35. Unified Planning Work Program (UPWP)
 36. U.S. Department of Transportation Regulations
- B. UTILIZATION OF DBE CONTRACTORS**
1. Affirmative Action Obligation
 2. Stated Goal
 3. DBE Contractor Bidder
 4. Title VI Compliance (Civil Rights Act 1964)
- C. BIDDING REQUIREMENTS AND PROCEDURES PRIOR TO CONTRACT AWARD**
1. Bid Submittal
 2. After Bids are Opened
 3. Selection Criteria to Ensure that Prime Contracts are Awarded to Bidders that meet the DBE Goal
 4. Procedures for Determination of Compliance
 - a. Investigation and Recommendation by Compliance Monitor
 - b. Determination by MDC
 - c. Consideration of Other Proposals or Bids
 - d. Failure of a Bidder to Participate
 5. Substitution of DBE Contractors for those listed in the Schedule for Participation.
- D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD**
1. Proposal, Execution, and Compliance with Subcontracts
 2. Substitution of Subcontractors
 - a. Excuse from Entering Subcontracts
 - b. Rightful Termination of Subcontracts
 - c. Determination of Excuse or Rightful Termination
 - d. Alternative Subcontracts
 3. Continued Compliance
 4. Sanctions for Violations
 5. Prime Contractor DBE Reporting Requirements
 6. Prompt Payment

APPENDIX OF FORMS:

Bidders List Form

Schedule for Participation by DBE Contractors

DBE Contractor Participation Letter of Intent

DBE Contractor Identification Statement

DBE Contractor Unavailability Certification

Notice of Opportunity to Meet with the Contracting Officer

Monthly Progress Report on DBE Activities

Disclosure Affidavit ("Certification Application")

(May be bound or made available separately)

DBE Directory, Department of Business Development

(May be bound or made available separately)

SECTION I: DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS

A. LABOR PROVISIONS

1. Minimum Wages.

a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deduction as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, That the employer's payroll records accurately reflect the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 C.F.R. 5.5 (a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, that is not listed in the wage determination and that is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(a) Except with respect to helpers as defined in 29 C.F.R. § 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination;

(d) With respect to helpers as defined in 29 C.F.R. § 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representative, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of The Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions including the views of all interested parties and recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. § 5.5(a)(i)(1)(B) or 29 C.F.R. § 5.5(a)(i)(1)(c), shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or another third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-

Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Department of Transportation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor, under this agreement or any other Federal contract with the same recipient or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated of or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to FTA if FTA is a party to the contract; but if FTA is not such a party, the contractor will submit the

payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5 (a)(3)(i). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(a) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. 5.5. (a)(3)(i) and that such information is correct and complete;

(b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;

(c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(b).

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under 29 C.F.R. 5.5 (a)(3)(ii) available for inspection, copying, or transcription by authorized representatives of FTA or the department of labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. Apprentices and Trainees.

a. Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees.

Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeyman on the job site shall not be greater than permitted under the plan

approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c Equal Employment Opportunity. The utilization of apprentices, trainees, and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

d. Helpers.

Helpers will be permitted to work on a project if the helper classification is specified on an applicable Wage Determination or is approved pursuant to the conformance procedure set forth in 29 C.F.R. § 5.5(a)(1)(ii). The allowable ratio of helpers to journeymen employed by the contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each contractor's or in each subcontractor's own work force employed on the job site.) Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 C.F.R. § 5.2(n)(4), shall be paid not less than the applicable wage rate on the Wage Determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated herein by reference.

6. Contract termination: debarment.

A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

7. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1,3, and 5 are incorporated herein by reference.

8. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontracts) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

9.
 - a. Certification of eligibility. By entering into a third party contract financed under this project, the contractor certifies that neither it (nor he or she) nor any person or firm that has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 C.F.R. 5.12 (a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a) (1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

10. Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in the workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the requirements of 29 C.F.R. 5.5 (b)(1), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. 5.5 (b)(1) in the sum of \$10 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by 29 C.F.R. 5.5 (b)(1).

12. Withholding for unpaid wages and liquidated damages.

FTA or the recipient shall upon its own action or upon written request of any authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. 5.5 (b)(2).

13. Safe Working Conditions.

Section 107 of C. W. H. S. S. A. (Contract Work Hours and Safety Standards Act, 29 CFR 5) is applicable to construction contracts and provides that no laborer or mechanic shall be requested to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

14. Nonconstruction contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

15. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (12) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth on subparagraphs (1) through (12) of this paragraph.

B. NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246 as amended by Executive Order 11375):

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

a. Goals and timetables for minority participation:

Timetable	Trade	Goal (percent)
Until further notice	All	39.5

b. Goals and timetables for the utilization of women:

Timetable	Trade	Goal (percent)
Until further notice	All	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regards to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Miami-Dade County, Florida.

C. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246 as amended by Executive Order 11375):

1. As used in these Specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d Except for Section III of these Affirmative Action Requirements, "minority" includes:

(1) Black: A person having origins in any of the black groups of Africa;

(2) Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;

(3) Portuguese: A person of Portuguese, Brazilian or other Portuguese culture of origin, regardless of race.

(4) Asian American: A person having origins in any of the original peoples of the Far East Southeast Asia, the Indian subcontinent or the Pacific Islands;

(5) American Indian and Alaskan Native: A person having origins in any of the original peoples of North America.

(6) Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of this Section I. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in Notice Form, and such Notices may be obtained from any office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

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

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

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

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

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

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

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under I.B.7 above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meetings its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once

a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

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

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

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (I.B.7.a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph I.B.7 of these specifications, so as to achieve maximum results

from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDT deems appropriate. (49 CFR Part 26.13(b))

C. NONDISCRIMINATION (General)

The proposer/bidder will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

D. NONDISCRIMINATION: ("Equal Opportunity Clause")

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color religion, sex or national origin. such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provide setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, marital status, handicap, place of birth, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, as applicable, a notice to provided contractors advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by MDC and Compliance Review Agencies for purposes of investigation to ascertain compliance with such rules, regulations and orders. Reports shall be submitted quarterly or as MDC may require.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, or orders, of the Secretary of Labor, or as otherwise provided by law.

6. The Contractor will include all of these paragraphs A through C and D1 through D6 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as MDC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by MDC, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Note: FTA directs that MDT must and MDT does require each prime contractor or subcontractor to include the above paragraphs A through C and D1 through D6 in each of its contracts.

E. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

F. LIAISON OFFICER

Within 10 days after Notice to Proceed the Contractor shall designate a liaison officer who will monitor the Contractor's Affirmative Action Program and prepare the required reports.

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the bid documents):

1. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
2. Bidder - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a bid for construction work.

3. **Board - Board of County Commissioners, Miami-Dade County, Florida.**
4. **Challenge - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.**
5. **Commercially Useful Function - Work performed by a DBE firm in a particular transaction that, in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the Miami-Dade Transit's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.**
6. **Compliance Monitor - A person designated by the Director of MDT to assist and to make recommendations to MDT with respect to compliance with this Provision.**
7. **Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful bidder, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.**
8. **Contract Goal - DBE contractor participation goal established by the Board of County Commissioners for this Contract solicitation.**
9. **Contract Price - the total bid price of the successful bidder as awarded by the Board of County Commissioners.**
10. **Contracting Officer - The Director of the Miami-Dade Transit or his/her designee.**
11. **Contracting Opportunity - Any decision by the Miami-Dade Transit or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).**
12. **Disadvantaged Business Enterprise or DBE - A "for-profit" small business concern--**
 - a. **That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and**
 - b. **Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.**
13. **DBE Certification Letter - A letter evidencing that DBE firm(s) have been certified in accordance with 49 CFR Part 26 by the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, Florida, 33128, phone 305/349-5960.**

14. **DBE Contractor Identification Statement** - a statement, in the form annexed to this Provision, to be signed by a DBE Contractor and containing certain information with respect to the DBE Contractor.

15. **DBE Directory** - a list of certified DBE Contractors, which is available from the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, FL 33128, 305/349-5960, to aid bidders, but which is not necessarily a representation by MDC that any such listed DBE Contractor is Qualified to do any particular work.

16. **DBE Contractor Unavailability Certification** - a written certification, in the form annexed to this Provision, by a DBE Contractor as to its unavailability for certain work.

17. **Goal** - The numerically expressed objective for this Contract solicitation which bidders are required to make good faith efforts to achieve; a numerical percentage that is not rigid and inflexible and which can be reasonably attained by means of applying every reasonable and sufficient effort to utilize DBE Contractors in the performance of work under this project and in accordance with the terms and requirements of this provision.

18. **Letter of Intent** - a letter, in the form annexed to this Provision, to be signed by a DBE Contractor with respect to certain work under the Contract.

19. **Manufacturer** - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade Transit, Contractor, or Transit Vehicle Manufacturer.

20. **MDC** - Miami-Dade County, Dade County or the County as referred to in the Contract Documents.

21. **Notice of Opportunity to Meet with the Contracting Officer** - a notice, in the form annexed to this Provision, to be given to a bidder as to its opportunity to request a meeting with the Contracting Officer with respect to MDC's determination of the bidder's compliance with this Provision.

22. **Primary Recipient** - A grantee who receives DOT financial assistance and passes all or some of the assistance on to a subrecipient.

23. **Qualified** - a Contractor is qualified to do specific work if it meets all of the following criteria:

- a. It has or is able to obtain any and all licenses required to do such work;
- b. It has the necessary experience, organization, technical qualifications, skills and facilities to do such work;
- c. It is able to comply with the performance schedule reasonably needed for such work;

- d. It does not have an unsatisfactory record of integrity, judgment and performance;
- e. It is able to meet the applicable equal employment opportunities requirements; and
- f. It is not otherwise ineligible to perform such work under applicable laws and regulations.

24. Recipient - means any entity, public or private, to which financial assistance from the U. S. Department of Transportation (DOT) is extended whether directly or through another recipient, through the programs of the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA), or who has applied for such assistance.

25. Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

26. A Small Business Concern, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

27. Socially and Economically Disadvantaged Individual - means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(6) Women;

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

28. Schedule of Participation by DBE Contractors - a schedule, in the form annexed to this Provision, containing certain information with respect to work to be performed by DBE Contractors.

29. Subrecipient - Any entity that receives Federal financial assistance from FTA through a primary recipient.

30. Successful bidder - the bidder to which the Contract is awarded.

31. Transit Vehicle is a vehicle used by the Miami-Dade Transit, e.g., bus, railcar, or van, for the primary program purpose of public mass transportation; this definition does not include locomotives or ferry boats.

32. Transit Vehicle Manufacturer (TVM) is a manufacturer of vehicles used by FTA recipients for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms which rehabilitate old vehicles or to manufacturers of locomotives or ferry boats. The term also refers to distributors of or dealers in transit vehicles with respect to requirements of Section 26.49 of the regulations.

33. Transportation Improvement Program (TIP) means an annual or biennial listing of capital and operating assistance projects proposed for funding by FTA.

34. Unavailable - a Contractor is unavailable to do specific work if:

a. It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a bid or proposal to do such work or to decline intelligently an opportunity to formulate such a bid or proposal; and

b. It does not intend, or is unable, to make a bid or proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work,

unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.

35. Unified Planning Work Program (UPWP) - A listing of planning projects proposed for funding by FTA.

36. U.S. Department of Transportation Regulations - the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.

B. UTILIZATION OF DBE CONTRACTORS:

1. Affirmative Action Obligation

All projects, with Federal Funding.

a. Policy. MDC is committed to carry out the DBE Program and to meet the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDT's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDT's DBE program is narrowly tailored in accordance with applicable law. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

b. DBE Obligation. Each bidder agrees to ensure that DBE Contractors as defined in 49 CFR Part 26 and this Provision are given the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this project. In this regard all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and this Provision to ensure that DBE Contractors have the opportunity to compete for and perform contracts. Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

All determinations of compliance or non-compliance of the bidders with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. Stated Goal

A "Stated Goal" is to have portions of the work under the contract performed by qualified DBE firms owned and controlled by individuals who are socially or economically disadvantaged for prices totaling not less than the percentage of the contract price set out in the Bid Form. ***For the purposes of this contract, the Stated Goal is To Be Determined on a Project by Project Basis for DBE firms.*** Where no

DBE goal is provided, the bidder/proposer shall use its best efforts during the performance of the contract to encourage the participation of these persons. DBE Goal requirements for transit vehicles are covered under FTA's Transit Vehicle Manufacturer provisions.

3. DBE Contractor/Bidder/Proposer

A Bidder or Proposer which is itself a DBE Contractor may, subject to compliance with the applicable requirements of Section III.B. (1) and (2) of this Provision, achieve the stated goal by performing work with its own forces a value at least equal to the percentage goal.

4. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f. of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. BID REQUIREMENTS AND PROCEDURES PRIOR TO CONTRACT AWARD

1. Bid Submittal

a. **Each bidder, as part of its bid, shall submit, the following documents if a DBE goal has been established:**

(1) A completed Schedule For Participation signed by the bidder listing those subcontracts which will be awarded to DBE contractors. This schedule shall list those Certified DBE Contractors with which the bidder intends to contract for the performance of portions of the work under the Contract, specifying the price to be paid to each such DBE Contractor, including a proposed timetable or the performance of each such contract item and providing other information as may be required by the Schedule (the Schedule may include only work the DBE will perform itself or subcontract to other certified DBE firms).

(2) Failure to submit the Schedule of Participation with your bid could deem you non-responsive.

b. The selected bidder(s) as a condition of responsiveness, shall submit to MDT two days prior to award for each proposed DBE the following documents:

(1) A Letter of Certification or other document from the Miami-Dade County Department of Business Development for each proposed DBE firm showing that the firm possesses a currently valid certification as a Disadvantaged Business Enterprise at the time the bids or proposals are submitted.

(2) A completed and signed DBE Contractor Identification Statement for each proposed DBE Contractor and for the bidder if it is a DBE Contractor.

(3) A completed and signed Letter of Intent by each DBE Contractor listed in the Schedule of Participation indicating readiness to perform the work described for the amounts stated in the Schedule for Participation.

(4). As required by 49 CFR 26.11, each bidder, as a part of its bid, shall submit a completed Bidders List Form for itself and for each subcontractor or vendor it solicited.

A proposal with a DBE Goal which does not include the four forms listed above may be found to be non-responsive.

2. After Bids are Opened

By no later than 4:30 p.m. on the second day after bids are opened, the apparent low bidder shall submit to MDT the following documents or information:

a. Evidence of insurability of all listed DBE Contractors as required by the contract documents and by law and regulations, if applicable.

b. Good Faith Effort.

(1) When MDT establishes a DBE goal on a DOT-assisted contract, it requires a bidder, as a condition of responsiveness, to make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways.

(a) The bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT can be used for this purpose.

(b) If the bidder does not meet the DBE goal, it can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULES FOR PARTICIPATION, the LETTERS OF INTENT,

and the CONTRACTOR UNAVAILABILITY forms may be used as part of this documentation. Information sufficient to satisfy MDC that the bidder has made good faith effort must be submitted to the Clerk of the Board located on the 17th floor of the SPCC Building, 111 NW 1st St., Miami, Florida 33128 by 4:30 p.m. on the second business day following the opening of bids.

(2) In any situation in which MDT has established a contract goal, MDT will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDT will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. MDT will consider the quality, quantity and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDT emphasizes that the determination concerning the sufficiency of the bidder's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(3) MDT does not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, providing the bidder makes an adequate good faith efforts showing. MDT will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of types of actions which the bidder should consider as part of the its good faith efforts to obtain DBE participation. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(d) (i) Negotiating in good faith with interested DBEs. It is the bidders responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractors efforts to meet the project goal.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipments, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(5) In determining whether a bidder has made good faith efforts, MDT may take into account the performance of other bidders in meeting the Contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but other bidders meet it, MDT may reasonably raise the question of whether, with additional reasonable efforts; the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, MDT may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

(6) Good Faith Efforts (Invitation for Bid/Request for Proposal). Good faith efforts, under the Invitation for Bid (IFB) method of procurement, to be considered must have been carried out prior to bid opening. Under a Request for Proposal (RFP) or similar method, good faith efforts must have been accomplished prior to receipt of best and final offers. MDC may request any other information as may be required to determine the listed DBE contractor's qualification.

(6) Agreements between a bidder and a DBE Contractor in which the DBE Contractor promises not to provide subcontracting quotations to other bidders are prohibited. The listing of a DBE Contractor by a bidder on its Schedule shall constitute a representation by the bidder that such DBE Contractor is Qualified and Not Unavailable, and a commitment by the bidder that if it is awarded the contract, it will enter into a subcontract with such minority contractor for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision.

3. Selection Criteria to Ensure that Prime Contracts Are Awarded to Bidders that Meet the DBE Goal or Demonstrate Good Faith Efforts to Meet the DBE Goal.
 - a. If any one bidder meets or exceeds the Contract Goal, MDT may take into consideration whether bidders who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.
 - b. MDC reserves the right to award the Contract to a bidder prior to making a final determination as to the DBE status or qualification of a firm listed on the bidder's Schedule. If the DBE status of a firm listed on the bidder's Schedule is disapproved after contract award, the bidder shall remain bound by procedures under Section III.D.
 - c. DBE Participation shall be counted toward meeting the DBE Goal as follows:
 - (1) Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c. (2) through III.C.2.c. (4). (49 CFR 26.55(a)).

(2) MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture.
(26.55(b))

(3) MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract.
(26.55(c))

(a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the bidder shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(b) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE Contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

(4) MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(a) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(b) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

4. Determination of Compliance

The total price for work to be performed by DBE contractors as indicated in the Bidder's Schedule of Participation by DBE Contractors is required to be sufficient to fulfill the stated goal, unless the Bidder shall demonstrate adequate good faith efforts as provided in III.C.2.c.

5. Award of Contract

MDC shall not award a contract to any Bidder which it determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Bidder or any Contractor performing any work under the Contract from any of the

terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

6. Procedures for Determination of Compliance

Provided the bidder shall have submitted completed forms and information required by Section III.C.1. of this Provision, and its proposal is otherwise responsive to the solicitation, and it is determined by MDC that no bidder with DBE Participation has offered a reasonable price who can demonstrate that it has made sufficient reasonable efforts to meet the DBE contract goal, the bidder who failed to obtain appropriate DBE Participation, but has the lowest reasonable price shall be provided an opportunity to participate in the proceedings set out in this Section III.C.3.

The Bidder's failure to submit completed forms and information as required can neither be cured by supplementary submittals and testimony at hearings, nor shall the non-responsiveness of the bid on account thereof be waived, negotiated or compromised. A bidder shall not be foreclosed from participating in the proceedings provided in this Section because the Disadvantaged Business Enterprise status, non-qualification or unavailability of a Contractor as shown in the bid submitted is questioned by the Compliance Monitor. Further, a Bidder shall not be foreclosed from said proceedings merely because the Compliance Monitor questions the reasonableness of the effort required by these Sections.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Bidder has not met the stated goals, and has submitted the good faith efforts extended by the Bidder to meet the stated goal, the Compliance Monitor may require that the Bidder meet with the Compliance Monitor at the Miami Dade Transit Agency, 111 N. W. First Street, Suite 910, Miami, FL 33128, phone 305/375-1962, or such other place as the Compliance Monitor may designate.

The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the bidder's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the bidder. At this meeting the bidder have an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the bidder shall produce in writing at this meeting the information required in III.C.2.c, including the following:

(1) A detailed statement of the efforts made to contact and negotiate with DBE Contractors, including:

(a) the names, addresses and telephone numbers of DBE Contractors who were contacted;

(b) a description of the information provided to DBE Contractors regarding the plans and specifications for portions of the work to be performed; and

(c) a detailed statement of the reasons why additional prospective agreements with DBE Contractors, if needed to meet the stated goal, were not reached;

(2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE Contractors in order to increase the likelihood of achieving the stated goal;

(3) As to each DBE Contractor contacted but which the bidder considered to be not qualified, a detailed statement of the reasons for the bidder's conclusion;

(4) As to each DBE Contractor contacted but which the bidder considered to be unavailable, either

(a) a written statement from the DBE Contractor that it is unavailable, or

(b) a statement from the bidder that the DBE Contractor refused to give such written certification after reasonable request, and a detailed statement from the bidder of the reasons for the bidder's conclusion that the DBE Contractor was unavailable (the DBE Contractor Unavailability Statement may be used for this purpose where appropriate);

(5) Attendance at a pre-bid meeting, if any, scheduled by the bidder to inform DBEs of subcontracting opportunities under a given solicitation;

(6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before bids or proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).

(7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or MDC; and

(8) Written notification to DBEs that their interest in the contract is solicited.

The Compliance Monitor may require the bidder to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

Not later than fifteen (15) days after given notice of his initial meeting with the bidder, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

b. Determination by MDC. Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the bidder a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the bidder may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the bidder's compliance with this Provision. The Contracting Officer may request such further information from the bidder as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the bidder. The Contracting Officer may also conduct informal conferences, to which the bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the bid of such bidder complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the bidder. A copy of such determination shall be sent to the bidder. Such determination shall not affect the power of the Board of County Commissioners to reject the bidder's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

c. Consideration of Other Bids. If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the bids of one or more additional bidders at the same or different times with each such proceeding to be separately conducted.

d. Failure of bidder to Participate. The bidder will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

6. Substitution of DBE Contractors for those Listed in the Schedule for Participation

A bidder may change information required by this provision from that provided in its Schedule of Participation of DBE Contractor only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

a. Although listed by a bidder in good faith, a Contractor appearing on the bidder's Schedule is not a DBE Contractor, is not qualified or is unavailable and that

b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE Contractor, the bidder will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the bidder shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE Contractor to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its bid or proposal submission. For the purpose of determining the bidder's compliance with this Provision, the revised list of DBE Contractors shall be considered. However, a failure by a bidder to make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the bidder. If a bidder is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the bidder to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

a. The successful bidder/contractor shall enter into subcontracts corresponding in all respects to the proposed agreements listed on the contractor's Schedule for Participation by DBE Contractors included in its bid or proposal with substitutions authorized under this Provision. The contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE Contractor thereunder without in each instance the prior written approval of the Contracting Officer.

b. MDC retains the right to approve or disapprove any subcontract with a DBE Contractor proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the contractor shall propose for approval another subcontract with the same DBE Contractor, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the contractor shall be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Contractor which is to enter into such subcontract has become

not Qualified, or that the DBE Contractor has unreasonably refused to execute the subcontract, the contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE Contractor which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the contractor at any time submits a written request to the Contracting Officer under the provisions of either Section III.D.1. or Section III.D.2., the Contracting Officer, as soon as practicable, shall determine whether the contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the contractor is excused from proposing a subcontract under Section III.D.1. or from executing a subcontract under Section III.D.2.a., or rightfully terminates a subcontract under Section III.D.2.b. and without such subcontract the contractor will not achieve the stated level of DBE participation on which the contract was awarded, the contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE Contractor or Contractors for a contract price or prices totaling not less than the contract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The contractor shall be deemed to satisfy the requirements of this Section III.D.2.d. if:

(1) it shall propose and enter each such alternative subcontract for the same work; or

(2) it demonstrates to the satisfaction of the Contracting Officer that it has made every reasonable effort to contact and negotiate with DBE Contractors in an attempt to subcontract such work, but that it was unable to subcontract the work because DBE Contractors were

(a) not Qualified;

(b) Unavailable; or

(c) although Qualified and not Unavailable, unwilling or unable to propose a price for such work equal to or less than the greater of the price originally scheduled for such work (less all amounts previously paid therefor), or the price stated in another bona fide proposal, of which such DBE Contractors had knowledge, submitted by another contractor to which the contractor proposes to subcontract such work; or

(3) it shall propose and enter into subcontracts with another qualified DBE Contractor or Contractors, for prices totaling the price originally scheduled for such work (less all amounts previously paid therefor) for the performance of other work not included in its Schedule as it may be modified according to this Provision.

In any situation covered by this Section III.D.2., the Compliance Monitor shall promptly meet with the contractor and provide it an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, as promptly as practicable, recommend to the Contracting Officer whether the contractor should be determined to be in compliance with these requirements.

The Compliance Monitor may require the contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. A copy of the Compliance Monitor's recommendation shall be promptly hand delivered or sent by registered mail to the contractor. The Compliance Monitor shall not make his recommendation under this paragraph without giving the contractor notice and an opportunity to present pertinent information and arguments. MDC will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the contractor's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, as he in his discretion may determine, will reply to the contractor's written objection within ten (10) working days of receipt of these objections.

3. Continued Compliance - MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The contractor shall permit MDC to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

4. Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence

proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

5. Prime Contractor DBE Reporting Requirements.

The prime Contractor shall submit reports periodically on the participation by DBE firms in the project.

- a. Monthly reports from DBE subcontractors.

The prime contractor shall secure a report monthly from each DBE subcontractor working on the project, using the attached Monthly Progress Report form or a similar form. The reports from the DBE subcontractor shall specify the amounts of money that have been received by the DBE contractor from the prime contractor during the month the report covers. Authorized representatives of each DBE firm shall sign the report(s), verifying the participation of the DBE firm in the contract work and receipt of the monies listed.

- b. Monthly report from the prime contractor.

The prime contractor shall report subcontracting and purchasing activities with DBE firms monthly using the attached Monthly Progress Report form or a similar form. The report forms signed by each DBE subcontractor firm shall be attached to the prime contractors Monthly Report. The completed Report with attachments shall be submitted to the Contracting Officer on or before the tenth working day following the end of the month the report covers.

6. Prompt Payment.

MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBEs, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retainage payments to the subcontractor, including DBEs, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with MDT's prior written

approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94-40)

--END--

APPENDIX OF FORMS

Bidders List Form

Schedule for Participation by DBE Contractors

DBE Contractor Participation Letter of Intent

DBE Contractor Identification Statement

DBE Contractor Unavailability Certification

Notice of Opportunity to Meet with the Contracting Officer

Monthly Progress Report on DBE Activities

Disclosure Affidavit ("Certification Application")

(May be bound or made available separately)

DBE Directory, Department of Business Development

(May be bound or made available separately)

MONTHLY PROGRESS REPORT ON DISADVANTAGED BUSINESS ENTERPRISES--MIAMI-DADE TRANSIT AGENCY /

Month/Year

THIS FORM IS TO BE SUBMITTED WITH EACH MONTHLY REQUEST FOR PAYMENT BEGINNING WITH THE SECOND REQUEST.

MDTA CONTRACT NUMBER _____ PROJECT NAME _____

CONTRACTOR/LESSEE _____ CONTRACT AMOUNT \$ _____ DBE GOAL _____ %

PAID TO/BY PRIME CONTRACTOR TO DATE \$ _____ PAID TO DBES TO DATE \$ _____ % TO DBES _____ %

PART I--Complete this section for all DBE subcontractors.

NAME OF DBE FIRM	TYPE DBE	SEX M/F	TYPE OF WORK	CONTRACT AMT. (DOLLARS)	PAID THIS MO. (DOLLARS)	PAID TO DATE (DOLLARS)

PART II--Complete this section for all DBE vendors, suppliers, services firms.

NAME OF DBE FIRM	TYPE DBE	SEX M/F	MATERIALS BOUGHT SERVICES RENDERED	DOLLARS COMMITD IF APPLICABLE	PAID THIS MO. (DOLLARS)	PAID TO DATE (DOLLARS)

The willful falsification and misrepresentation of the above information may subject the party responsible for completing the form or the contractor to civil or criminal prosecution as per Section 1001 of Title 18 and section 211 of Title 11 of the United State Code. The party executing this form certifies that the information above is true and accurate.

 (Authorized Signature) (Title) (Date Signed) MDTA--September 17, 1999

**SCHEDULE FOR PARTICIPATION
MDT DBE Participation Program**

This form should be completed for EACH DBE firm listed in the bid submittal. If an item does not apply to this contract, enter NA in blank. Each firm bidding as prime shall also provide a "Bidders' List Form" for itself and each firm it solicited or queried as a potential subcontractor for this project. Failure to provide all the required forms may result in the bid or proposals being found to be non-responsive.

1. Name of prime Bidder: _____

2. Project Name: _____ Project or Bid No. _____

3. Location: _____

4. Name and Address of DBE Contractor:

5. DBE TYPE: Women _____ Black _____ Hispanic _____ Other(specify) _____

DBEs must show ownership percentage by gender-- Male _____% Female _____%

6. Type of work to be performed by DBE/Contractor (general):

7. Scope of work to be performed (specific description by Bid Item):
If work to be subcontracted is a portion of a contract item outlined in the bid specifications, specify only the portion of the work to be subcontracted and identify the Bid Item number if one is designated.

Description	Bid Item	Agreed Price
_____	_____	\$ _____
_____	_____	\$ _____

8. If overall contract price is based on Unit Price, list for each subcontracted bid item:

Approximate Quantities	Unit	Extended Dollar Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

Page 2
SCHEDULE FOR PARTICIPATION
MDT DBE Participation Program

9. Party responsible for Workmen's Compensation coverage of subcontracted portion: _____ Projected dollar amount of same: \$ _____
10. Party responsible for Liability Insurance coverage: _____ Projected dollar amount for same: \$ _____
11. Projected commencement date for work to be performed by DBE Subcontractor: _____
12. Projected completion date for work to be performed by DBE Subcontractor: _____
13. For those DBE Contractors who previously have worked on Miami-Dade Transit Agency (MDT) projects as DBE contractors or subcontractors, list name of the Prime contractor, the project name and/or number, and the date the contract was awarded:

Firm Name	MDT Project Name/No.	Date of Award
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. If the firm is presently or has in the past been certified by agencies other than MDT or the Miami-Dade County Department of Business Development, give dates and names of other agencies.

Certified By	Date
_____	_____
_____	_____
_____	_____

15. DBD Certification No. _____ Expiration Date _____

The undersigned agrees to ensure that the Affirmative Action Requirements of this Contract are inserted in each subcontract and will require that all subcontractors include the same requirements in any of their lower tier contracts.

 Signature of Official of Prime

 Official's Name Printed or Typed

 Date

**LETTER OF INTENT
MDT DBE Participation Program**

NOTE: All bidders must submit Letters of Intent as instructed in the solicitation document; usually, Letters of Intent for RFPs are submitted with the proposal and for ITBs no later than 4:30 p.m. on the second business day following bid opening. Expenditures allocated to DBEs on a Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the DBE goal. If an item does not apply to this contract, enter NA in the space.

To: _____ Project Name _____
Name of Prime Bidder

Project/Bid Number _____ Total Bid \$ _____

The undersigned holds DBD DBE Certificate No. _____, expiring _____, and intends to perform work in connection with the above project as (check one):

An individual ___; a partnership ___; a corporation ___; a joint venture ___.

The DBE status of the undersigned is (check only one):

Women _____ Black _____ Hispanic _____ Other (specify) _____

All DBEs must show ownership percentage by gender--Male ___% Female ___%

The undersigned is prepared to perform the following described work at the prices indicated in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Item No.	Work to be performed	\$ Amount
_____	_____	\$ _____
_____	_____	\$ _____

The prime contractor has projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Item	Date of Start-up (projected)	Completion Date(Projected)
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-DBE at any tier. The undersigned acknowledges receipt of the Affirmative Action Requirements of the Contract and will enter into a formal agreement for the above work with the Prime upon the execution of a contract with Miami-Dade County.

Name of DBE Contractor

By _____

Date _____

Title _____

DBE CONTRACTOR IDENTIFICATION STATEMENT
MDT DBE Participation Program

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

4) DBE Type: Women _____ Black _____ Hispanic _____ Other (Specify) _____

All DBEs must show ownership percentage by gender-- Male _____ % Female _____ %

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE
A.	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____	_____

If additional space is needed, please use another sheet.

(Continued on Page 2)

DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a))?

NO _____ YES _____, Certified as an 8(a) Contractor (date) _____

11) Date certified by MDT/Miami-Dade County Department of Business Development _____
Cert. No. _____ Expires _____.

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

Signature of Official of DBE Company

Title of Official

Date

**NOTICE OF OPPORTUNITY TO MEET WITH THE CONTRACTING OFFICER
MDT DBE Participation Program**

NOTE: This form may be used by MDT if the bid or proposal does not meet the DBE requirements.

To: _____

Miami-Dade County (MDC) is engaged in determining whether the bid you submitted on MDC/MDT Contract No. _____ is in compliance with the requirements of the DBE Contractor Participation Provision of said Contract. Failure of your bid to comply with said requirements may result in a determination that the Contract not be awarded to you.

You are hereby notified that you may request a meeting with the Contracting Officer before such determination is made. If you wish to have such a meeting, the Contracting Officer must receive your request therefor no later than _____.

If you make such a timely request, the meeting will be held on _____ at _____ am/pm at _____.

Accompanying this notice you will find a recommendation made to the Contracting Officer by the Compliance Monitor pursuant to said Provision, and any comments or suggestions transmitted by him to the Contracting Officer therewith. That recommendation is not binding on MDC; therefore, in addition to those issues raised in the recommendation, every issue pertinent to MDC determination under the requirements of the Provision may be raised at the meeting.

Your attention is drawn to the appropriate Section of said Provision setting forth the procedures that will be followed by MDC in reaching its determination, and specifying your rights in the upcoming meeting.

Any questions that you may have concerning this notice should be directed to DBE and Contract Compliance Supervisor, Office of Fair Employment and Labor Practices, Miami-Dade Transit Agency, 111 N. W. First Street, Suite 910, Miami, Fla. 33128, telephone number 305/375-3634. Failure to request a meeting, or failure to attend without adequate prior excuse may result in a determination adverse to your interest.

MIAMI-DADE COUNTY, MIAMI-DADE TRANSIT AGENCY

By _____
Name Title

DBE CONTRACTOR UNAVAILABILITY CERTIFICATION
MDT DBE Participation Program

NOTE: This form is to be used by Bidder/Proposer if not enough DBE firms can be located or contracted with to meet the DBE goal for the project.

(This part to be completed by Prime/Bidder)

I _____ (Title)

of _____ (Prime/Bidder) certify that on _____ (date)

I contacted the following DBE Contractor to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

DBE Contractor	Work Items Sought	Form of bid sought (i.e. unit price, materials & Labor, labor only, etc.)
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said DBE Contractor was unavailable for work on this project, or unable to prepare a bid, for the following reason(s):

Signature: _____ Date: _____

(This part to be completed by DBE Firm)

I, _____ was offered an opportunity to bid on the above-identified (Name of DBE Contractor) the above-identified work on _____ (date) by _____ (source)

The above statement is a true and accurate account of why I did not submit a bid on this project. (If not accurate, describe reason(s) below.)

(Print name of DBE contractor) _____ (Signature of DBE Contractor) _____

_____ (Title) _____ (Date)

INFORMATION FOR MDT BIDDERS LIST

Bid Description: _____ Bid No. _____
DBE Goal? Yes _____ No _____ DBE Goal Percent _____ %

For MDTA use only: Was the subject bid awarded to this prime? Yes _____ No _____

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavit.

BIDDER INFORMATION.

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Submitted as Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Firm Founded _____ Annual Gross Receipts of Firm \$ _____

Phone No. _____ FAX No. _____ Email _____

(SIC--Standard Industrial Classification code number by the Small Business Administration. Reference 13 Code of Federal Regulations 121. See attached list of two-digit codes.)

COMPLETE ONE OF THE FOLLOWING:

For Goods, equipment and non-professional services, use appropriate two-digit SIC codes: _____

For construction work, check one: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___

For all professional services (Architectural, engineering, accounting, etc.) SIC 87 ___

DBE INFORMATION

Certified in Dade County as DBE? Yes _____ No _____ If Yes, enter expiration date: ____/____/_____.

Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific American
Subcontinent Asian American Other _____

Gender? Male _____ Female _____

DBE Commitment by Prime: _____%

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

Signature Name printed or typed Title Date

*Federal Employer Identification Number

EXHIBIT FED-DB-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of Participant's Authorized Official

Name and Title of Participant's Authorized Official

Date

EXHIBIT FED-LB1

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Date

EXHIBIT FED-BY1

BUY AMERICA

CERTIFICATE OF COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323 (j) (1), Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165 (b) (2) or (b) (4) of the Surface Transportation Assistance Act of 1982 and regulation in 49 CFR 661.7.

Firm Name _____

Date _____

Signature _____

Printed Name _____

Title _____

EXHIBIT FED-BY2

BUY AMERICA

CERTIFICATE OF NON-COMPLIANCE

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323 (j) (1), Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

Firm Name _____

Date _____

Signature _____

Printed Name _____

Title _____

INFORMATION FOR MDT BIDDERS LIST

Bid Description: PRE-QUALIFICATION OF CONTRACTOR TYPE ASSISTANCE FOR MISCELLANEOUS REPAIR/RENOVATION PROJECTS (FEDERALLY FUNDED) FOR MAIMI-DADE TRANSIT.

Bid No. _____

SIC: _____

For MDT use only: Was the subject bid awarded to this prime? Yes ____ No ____
DBE Goal? Yes ____ No ____ DBE Goal Percent ____ %

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavit.

BIDDER INFORMATION.

Firm Name _____ Fed. Employee Identification Number _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Submitted as Prime Bidder? Yes ____ No ____ If No, enter name of Prime _____

Year Firm Founded _____ Annual Gross Receipts of Firm \$ _____

Phone No. _____ FAX No. _____ Email _____

DBE INFORMATION

Certified in Dade County as DBE? Yes ____ No ____ If Yes, enter expiration date: ____/____/____

Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific American
 Subcontinent Asian American Other _____

Gender? Male ____ Female ____

DBE Commitment by Prime: _____%

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

Signature Name printed or typed Title Date

ATTACHMENTS

FORMS AND LANGUAGE



(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:
PROJECT NAME:
LOCATION/ADDRESS:

REQUISITION NO:

PROJECT NO:
CONTRACT NO:

CONTRACTOR NAME:
CONTRACTOR ADDRESS:

TELEPHONE:
VENDOR ID NO

MANAGING AGENCY:

USING AGENCY:

CAPITAL PROJECT PAYMENT CERTIFICATE SUMMARY

For work performed from: _____ to: _____

	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-Substantia)

(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	Total in Place to Date:		
Starting On Date:	10/07/97		01/05/98	Less Retained:	10.00%	
Through Date:	01/00/00		01/00/00	Total Amount Due to Date:		
Total Days Assessed:	0		0	Less Previous Payments:		\$0.00
Damages Rate:	\$200.00		\$100.00	Amount due this Requisition:		
Total Damages Assessed:	\$0.00		\$0.00	Less Liquidated Damages:		\$0.00

Requested by Contractor:

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

Recommended by Consultant:

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

Recommended 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		0-Jan-00 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
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
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		0-Jan-00 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		0-Jan-00 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 3

**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:

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)

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:

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: 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.)

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

Bidder's Name: _____

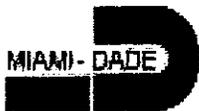
Address: _____ City: _____ State/Zip Code ____/____

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.*



REQUEST FOR PRICE QUOTATION (RPQ) NOTIFICATION

To: Capital Improvements Construction Coordination (CICC)

An RPQ will be issued for the work identified below. Please supply this office with the appropriate list of Contractors next on the rotation within the trade categories as listed below.

This RPQ will be issued under the terms and conditions of Contract No. CICC-7040-0/07. 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:

Bid Due Date and Time:

Bid Bond Required: (yes, if Perf. Bond) YES NO at time of bid

Performance/Payment Bond Required: YES NO within days

Primary Trade Category:

Number of Contractors required (# Req.) :

Sub. Trade Category:	<input type="text"/>	% of work:	<input type="text"/>	# Req.:	<input type="text"/>
Sub. Trade Category:	<input type="text"/>	% of work:	<input type="text"/>	#Req.:	<input type="text"/>
Sub. Trade Category:	<input type="text"/>	% of work:	<input type="text"/>	# Req.:	<input type="text"/>

Department Contact:

Phone No.:

Fax No.:

Attach a copy of the RPQ to this request

NOTE: The file name shall accompany all documents transmitted to CICC. The file name shall be the Department's acronym, space, RPQ, space and RPQ number (any number of digits).

Example: WASD RPQ 12345



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: _____



RPQ ADDENDUM

Addendum No.:

Date:

Project No.:

Project Title:

RPQ No.:

RPQ Due Date:

Project Location:

Project Manager:

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: (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:



Date

Name

Title

Name of Company

Address

City/State/Zip Code

Re: Notice of Award (Quote No.)

Dear (Name):

This letter will serve as your notification that you have been awarded the above referenced quote in the amount of **(insert \$ amount)**. However, the issuance is contingent upon the submission of the required performance/payment bond and copies of your current insurance certificates as outlined within the Contract CICC-7040-0/07.

You are required to submit the required document(s) within (number of days) business days. Failure to submit the document(s) within the specified time frame, or any extension granted will result in the award being rescinded.

Subsequent to the approval of the bond and insurance certificates, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s) copy(s) must be submitted to the Project Manager prior to performing any 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, with all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

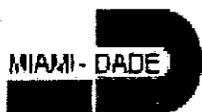
Should you have any questions please contact (name) at (phone no.)

Sincerely,

Name

Title

File



Date

Name

Title

Name of Company

Address

City/State/Zip Code

Re: Notice of Award (Quote No.)

Dear (Name):

This letter will serve as your notification that you have been awarded the above referenced quote in the amount of **(insert \$ amount)**. However, the issuance is contingent upon the submission of the required copies of your current insurance certificates as outlined within the Contract CICC-7040-0/07. You are required to submit the required document(s) within (number of days) business days. Failure to submit the document(s) within the specified time frame, or any extension granted will result in the award being rescinded.

Subsequent to the review and approval of the insurance certificates, 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 performing any 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, 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 & 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



Date

Name

Title

Name of Company

Address

City/State/Zip Code

Re: Notice of 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}.

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



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

Miami - Dade County

Accepted By:

Approved By:

Name

Name

Signature

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: _____



(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 is subject to the submission of all required documentation including the Permit Closure and final payment request. The County shall issue a Notice of Project or Contract Close-out, which will identify all 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:

- | | |
|---|--|
| <input type="checkbox"/> Drawing - Sheet No.: | <input type="checkbox"/> Field Condition |
| <input type="checkbox"/> Specification - Article No.: | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Shop Drawing - Sheet No.: | |

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:

<u>Drawing No.</u>	<u>No. of Copies</u>	<u>Description</u>
<input type="checkbox"/>		This drawing/sample is submitted in accordance with the RPQ requirements (identify drawing no. if applicable).
<input type="checkbox"/>		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:





PRE-CONSTRUCTION MEETING

DATE: (FILL IN DATE)

BID NO. CICC :

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)



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: _____



(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: _____



(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:



(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:

- | | |
|---|---|
| <input type="checkbox"/> Liquidated Damages | <input type="checkbox"/> Missing Statements of Satisfaction |
| <input type="checkbox"/> Damages to County Property | <input type="checkbox"/> Cost to Cover Punch List Items |
| <input type="checkbox"/> Other (Specify) | |

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

Sincerely,

(Name)

(Title)

cc:



(Date)

Name of Individual
Name of Contractor
Address

Dear:

Contract No. CICC 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 Notice of Default

Project/Work No. _____

Your company has failed to comply with the letter dated (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.

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 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.

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 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



(Date)

Name of Individual
Name of Contractor
Address

Dear:

Contract No. CICC 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.

By copy of this letter we are notifying (insert bond company name) of your company's default status and ask that they take they take step to complete the work pursuant to its obligations as bond for this project.

The County may take any necessary appropriate action and 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
(Surety)

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: _____



(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:



(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)

Change Order to Contract

Change Order No. Project No. Contract No. Date

Project Name:

Contractor Name:

CHANGE ORDER DETAIL

Item No.	Description	Amount
1		\$

SUMMARY OF CONTRACT AMOUNT

Reason for Change		
Regulatory Change	<i>Original Contract Amount</i>	\$
Agency Requested	Cost of Construction Changes Previously Ordered	\$
Design Error	Adjusted Contract Amount Prior to this Change r	\$
CMRS Recommended	Cost of Construction Changes in this Change Order	\$
Unforeseen or Unforeseeable	<i>Adjusted Contract Amount Including this Change</i>	\$
	Percentage Increase this Change Order	%
	Total Percent Increase to Date	%
	Extension of Time Allowed by this Change	__ Calendar Days to

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, based on my opinion and expertise, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under this RPQ.

Signature Consulting Architect or Engineer

To Be Signed by Department Requesting the Work

Department	Funds Index Code	Approved By
Accepted By	Recommended By	
Contractor	Project Manger	
Accepted By	Approved By	
Surety (if applicable)	(title)	

cc: General Contractor, A/E Consultant, Surety, Project Manager, Project File

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:



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:

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: _____

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: _____

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



FIELD ORDER

Project No.:

Date:

Field Order No.:

Contractor's Name:

Name of Contractor's Field Supervisor:

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

This field order 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: _____



(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:



(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: