

MIAMI DADE COUNTY, FLORIDA

REVISED 5/12/06

RESPONSIBLE WAGES AND BENEFITS

SECTION 2-11.16 OF THE CODE
(ORDINANCE 90-143)

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

(Construction Type: **Highway**)

Highway Construction projects include the construction, alteration or repairs of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM WH-347

(For Contractors Optional Use)

2006
5/12/06 through 12/31/06

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C. NOTICE TO EMPLOYEES

D. FAIR WAGE AFFIDAVIT

**E. PAYROLL FORM WH - 347
(For Contractor's Optional Use)**

SUPPLEMENTAL GENERAL CONDITION

Bidders are advised that the provisions of Dade County Ordinance 90-143 (otherwise known as Ordinance 90-90, as amended) will apply to any contract or contracts awarded pursuant to this bid. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Ordinance 90-143, and to acknowledge awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the department issuing the specifications for this bid.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. All laborers and mechanics employed or working upon the project will be paid the full amount wages and fringe benefits (or cash equivalents thereof) computed at rates not less than those contained in the wage determination which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. For any given classification of workers, the combined overall per hour rate paid shall equal at least the sum of the wage and benefit levels listed for that classification. The contractor, or any subcontractor under him, may fulfill the obligations to pay such specified overall hourly rate by payment of wages, contributions to employee benefit plans, payment in cash, or any contributions thereof. Contributions made or costs reasonably anticipated for bona fide fringe benefits on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics; also, regular contributions made or costs incurred under plans, funds, or programs which cover the particular pay period, are deemed to be constructively made or incurred during such pay period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for

the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

B. For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon wage determination in effect for Dade County. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications shall be determined by the County.

C. The wages/benefits to be paid the various classifications, together with notice that a penalty at the rate of \$200 per day per employee may be assessed for failure to pay the required rates. Any complaints of underpayment should be filed with the Director of the Department of Business Development, 111 N.W. 1st Street, 19th Floor, Miami, Fl. 33128, (305) 375-3111, and shall be posted at all times by the contractor and its subcontractors at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in the amount of \$200.00 to the County for each individual laborer or mechanic, employed in violation hereof for each calendar day on which such individual was paid less the required wages.

B. The County may withhold from any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Ord. 90-143, the contracting officer may withhold or cause to be withheld from the contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the project, all or part of the wages required by the contract, the contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the

suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. The contractor, and each subcontractor under him, shall keep or cause to be kept accurate written records signed under oath as true and correct demonstrating payment of the required wages. Such records shall contain the name, social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or cash equivalents thereof), and daily and weekly number of hours worked on this project. In addition thereto, the contractor shall submit a list of all subcontractors and the name and social security number of each subcontractor's employees who performed work each day on the contract. Each subcontractor shall submit a list of the names and social security numbers of its employees who performed work each day on the contract. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration or apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and wage rates prescribed in the applicable programs.

B. The contractor shall submit the information required hereunder with each request for progress payment. Information submitted on U. S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy the information requirements hereunder.

C. The contractor or subcontractor shall make the records required to be kept hereunder available for inspection, copying or transcription by authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required reports or make the records on which they are based available, the County may, after written notice to the contractor, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required reports upon request or to make records available may be grounds for debarment. The prime contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment, which is the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in backwages, the required corrective action(s) to be taken and the due date for payment of backwages or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the contracting officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer. The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within ten (10) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Manager shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request. Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Manager will review the findings and recommendations of the hearing officer, and determine whether the contractor or subcontractor failed to comply with the contract specifications as alleged. Neither the contractor, nor any subcontractor under him, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

B. If the County Manager determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

C. A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. APPRENTICES: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the project in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices

shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

B. TRAINEES: Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wages are on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

MIAMI DADE COUNTY
ORDINANCE 90-143
WAGE AND BENEFIT SCHEDULE
2006

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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BRICKLAYERS & ALLIED CRAFTSMEN (2)

Journeyman	\$ 19.00	\$3.30	\$1.65	\$ 23.95
Foremen	20.00	3.30	\$ 1.65	24.95
General Foremen	21.95	3.30	\$ 1.65	26.90
Apprentices:				
First 6 months	\$ 12.52	\$ 3.30	\$ 1.65	\$ 17.47
Second 6 months	13.45	3.30	\$ 1.65	18.40
Third 6 months	14.37	3.30	\$ 1.65	19.32
Fourth 6 months	15.30	3.30	\$ 1.65	20.25
Fifth 6 months	16.22	3.30	\$ 1.65	21.17
Sixth 6 months	17.15	3.30	\$ 1.65	22.10

The Refractory Rates are 15% over the then applicable journeyman rate

The Industrial Rate is 15% over the journeyman rate.

Tile Finishers wage is 75% of journeyman wages plus fringes

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

(2) Rates include Residential, Building, Heavy Construction and Highway work as described in Employment Standards Administration, Memorandum No. 130

Includes brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, tile layer's work, cement or concrete blocklaying and pointing, caulking, grouting and clea used in this work, together with any and all materials, natural or artificial, rough or cultur manufactured or any substitute or replacement; precast erectors, pool specialist and roof

APPRENTICE RATIO:

One (1) Apprentice to two (2) Journeymen, if an average of two (2) Journeymen have been

One (1) year immediately prior to employment of the Apprentice.

One (1) Apprentice to three (3) Journeymen if working on the same job.

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CARPENTERS /JOINERS/LATHER(2)

Journeymen	\$ 20.05	\$ 3.30	\$ 4.65	\$ 28.00
Foremen (15 or less workers)	22.55	3.30	4.65	30.50
Foremen (16 or more workers)	23.05	3.30	4.65	31.00

Apprentices (Carpenters and Carpet Workers):

First 6 months	\$ 12.03	3.30	4.65	\$ 19.98
Second 6 months	13.04	3.30	4.65	20.99
Third 6 months	14.04	3.30	4.65	21.99
Fourth 6 months	15.04	3.30	4.65	22.99
Fifth 6 months	16.04	3.30	4.65	23.99
Sixth 6 months	17.05	3.30	4.65	25.00
Seventh 6 months	18.05	3.30	4.65	26.00
Eighth 6 months	19.05	3.30	4.65	27.00

CARPET WORKERS

Journeymen	\$ 20.05	3.30	4.65	\$ 28.00
Foremen (12 or less workers)	22.55	3.30	4.65	30.50
Foremen (13 or more workers)	23.05	3.30	4.65	31.00

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

(2) Includes prefabrication or construction of forms for footing or foundations buildings, structural descriptions, whether made of wood, metal, plastic or any other type of material, the erection of structural parts of a building, or structure made of wood or any substitute such as plastics composition materials, that puts together roofs, partitions, fabricates or erects forms for doors or other structural parts of a building, or any structure, and dismantling of all forms. All forms in connection with the setting of metal columns. The settings of all forms, centers and bulkheads. Includes the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.

NOTE:

When the term CARPENTER AND JOINER is used, it shall mean all the sub-divisions of the trade which consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute.

When five (5) or more workers are employed on a job, one (1) worker shall be a foreman. Add \$0.50 per hour to the per hour wage rate when work is done on swinging scaffolds, boats, chairs or any like device.

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APPRENTICE RATIO:

Two (2) Apprentices to Three (3) Journeymen.

