ELECTRONIC DOCUMENTS DISCLAIMER

- 1. Electronic copies of the solicitation documents are made available on this website solely for the convenience of prospective bidders (whether as a prime contractor or sub-contractor) on the Project, and are not considered part of the Contract Documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of these electronic copies for any purpose whatsoever. In the event of discrepancies or conflicts between the County's originally published document(s) and any other version distributed or submitted by other parties, the County's original hard copy version shall prevail.
- 2. Miami-Dade County Department of Transportation and Public Works (DTPW) does not track or monitor downloads of Project documents from this website. Therefore, prospective bidders who choose to use this method of distribution shall also be responsible for monitoring the site and downloading any applicable addenda or supplemental information. DTPW will distribute hard copy addenda or supplemental information only to those persons or firms who we have purchased a hard copy of the original solicitation documents.
- 3. Miami-Dade County shall not be responsible for errors and omissions occurring in the transmission or downloading of any documents or specifications from this website. In the event of any discrepancy between information obtained from this website and the DTPW hard copy solicitation documents and specifications, the terms of the hard copy documents will prevail.
- 4. Miami-Dade County does not guarantee continuous, uninterrupted or secure access to this or other related websites. Operation of this website may be affected from time to time by numerous factors outside of our control. In the event that we are notified of any problems in a timely manner we will do our best to assist with those problems that fall within our control. For assistance, contact us at 305-375-2930. Solicitation documents are removed from this website as soon as possible after the due date.
- 5. DTPW does not accept facsimile or electronic bid responses of any kind. All bids must be submitted in writing, on the forms provided by the County, to the address designated in the bid package. It is the bidder's responsibility to ensure that their submittals are received at the designated location, complete and on time. Bids received after the due date will be rejected, even if the solicitation is still appearing on this site.
- 6. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.

Miami-Dade County

SET # ___1_ OF __2__ SETS

Department of Transportation and Public Works





Temporary Road on NW 170th Street. From NW 105th Avenue to NW 97th Avenue

Miami-Dade County

Supplemental Solicitation and Contract Documents

Small Business Enterprise-Good & Services Program (SBE-Service):

SBE-Service Goal: 1.00%

Community Workforce Program:

Not Applicable

DTPW Capital Improvements Engineer:

Marco Movilla, Eng.II

RPQ Issue Date:

April 10, 2025.



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SUPPLEMENTARY CONDITIONS



INVITATION TO BID

Department of Transportation and Public Works

Capital Improvements Division 111 NW 1st Street, Suite 1410 Miami, FL 33128 33128



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

Contract No: MCC 7360 Plan

RPQ No: 20250067

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Office of the Clerk of the Board at 111 NW 1st ST. 17th Floor. Miami, Fl. 33128 - Clerk of the Board Office no later than 5/7/2025 at 02:00 PM. If you have any questions, contact Marco Movilla at (305) 375-3267.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

RPQ DETAILED BREAKDOWN

NEW DETAILED BREAKDOWN													
Bid Due Date:	5/7/2025	Tir	me D	ue: 02:00 PM	Su	bmitted \	/ia: S	Seale	d Envelope	es			
Estimated Value:	\$1,352,004	(exc	cludin	g Contingencies a	nd De	dicated /	Allow	ances	5)				
Project Name:	Temporary F	Road o	n NV	V 170th Street. Fro	m NV	V 105th A	∖venı	ue to l	VW 97th A	venue)		
Project Location:	Along NW 1	Along NW 170th Street. From NW 105th Avenue to NW 97th Avenue											
License Requirements:	Primary:	Primary: General Engineering; Paving											
Scope of Work:	The propose pavement me work also incanal as we contractor s	(Contractor must obtain and submit all permits prior to performing any work). The proposed project consists of constructing a new temporary two (2) lane road with new pavement markings and signage along NW 170 Street from NW 105 Ave TO NW 97 Ave. The work also includes the installation of a guardrail on the north side of NW 170 St along the existing canal as well as rigid barrier and curb & gutter approaching the east end of the project. The contractor shall begin work on the west side of the project and shall complete the connection to the Turnpike ramp and to NW 102 Avenue within 3 months of the contract being awarded.											
Document Pickup:	Contact:	DTP\ Divisi		pital Improvement	s	Phone	No:	(305)	375-2930		Date:	4/10/2	:025
	Location:	111 N	1W 1	st Street. Suite# 1	110. N	liami, Fl.	3312	28					
Pre-Bid Meeting::	YES		M	andatory: No			ate:	4/24/	2025		Time: 10	:00 AM	
	Location:		See I	nfo. Below in Com	ments	(Team's	s me	eting)					
Site Meeting:	No		Mandatory: No Da)ate:	4/24/	2025		Time: 10	:00 AM		
	Location:	;	See I	nfo. Below in Com	ments	(Team's	me	eting)					
Bid shall be submitted to	: Contact:	Office	e of t	he Clerk of the Bo	ard								
	Address:	111 N	1W 1	st ST. 17th Floor. N	⁄liami,	Fl. 3312	.8 - C	lerk o	f the Boar	d Offic	ce		
	Email:	Clerk	(bbc(miamidade.gov				FA	X # : 30	5-375	-2931		
Type of Contract:	Multiple 7	Γrade				Method o	of Aw	ard: L	₋owest Re	spons	ible Bidde	er	
Method of Payment:	Schedule	d Mor	nthly	Payments	Ins	urance F	Requi	red:	YES				
Additional Insurance Rec	quired:	YES			If Ye	s - Minin	num (Cover	age: \$1,0	00,000	0.00		
Performance & Payment	Bond Requir	ed:	YE	S		Bid I	3ond	Requ	ıired: YES)			
Davis Bacon: No	O Mai	ntenar	nce V	Vages: NO		AIPP:	NO		Amou	nt:			
DBE Participation:		N	10	Percentag	e: 0.0	0%		DBE	Subcontra	actor F	orms Re	quired:	NO
SBE-S Requirements		Y	ΈS	Percentag	e: 1.0	0%							
SBE-Services Commodit	y Set-Aside	N	10	If Yes, Service =									
SBE-G Requirements		N	10	Percentag	e: 0.0	0%							
SBE-Goods Commodity Set-Aside NO If Yes, Goods =													
Liquidated Damages:		Y	ΈS	\$\$ Per Da	y: \$1,	685.00							
For RPQ's less than \$10	,000, if no LD	rate i	s spe	ecified, the County	reserv	es the r	ight t	o asse	ess actual	dama	ges in lie	of LD:	з.
Design Drawing Included	l: YES		Sho	p Drawing Include	d: NO			Spe	cifications	Includ	ded: YES		
Anticipated Start Date:	11/17/2	2025			Cal	lendar D	ays f	or Pro	ject Comp	letion	: 180		

Comments:

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).

A. LICENSE REQUIREMENTS:

- 1) At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
- a) Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include Paving Engineering. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or
- b) Pursuant to Section 255.20, Florida Statues (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptance FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving work class.
- 2) The Contractor shall furnish Certificates of Insurance to the County prior to commencing any operations under this Contract. The certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount and classification required by these Contract Documents.

B. EXPERIENCE REQUIREMENTS:

- 1) The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:
- a) Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
- 1) The identified personnel and their assigned role and responsibilities for the listed project
- 2) The client's name and address including a contact person and phone number for reference
- 3) Description of work
- 4) Total dollar value of the contract
- 5) Contract duration
- 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
- 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations.

C. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
- a. If Excess Liability is provided must be follow form for coverages B and C.

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:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by 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.

lor

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 Financial Services.

Miami-Dade County reserves the right, upon reasonable notice, to request and examine the policies of insurance (including but not limited to policies, binders, amendments, exclusions or riders, etc.)

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY 111 NW 1st STREET SUITE 2340 MIAMI, FL 33128

D. BID DOCUMENTS:

Bidding documents may be purchased from the Miami-Dade County Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, 14th Floor, Miami, Florida 33128 for a non-refundable fee of one hundred twenty-five dollars (\$125.00) per each complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to the "Miami-Dade County, Department of Transportation and Public Works." Documents can also be downloaded for free at https://www8.miamidade.gov/DPMww/SolicitationList.aspx

E. ADDENDUMS - RFI'S:

All RFI requests should be e-mailed to Marco Movilla@miamidade.gov while copying the Clerk of

the Board (clerkbcc@miamidade.gov).

The Department of Transportation and Public Works has made changes regarding how addendums and requests for information (RFI) will be sent to document holders. Be advised that Solicitation Documents, Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:

https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations

Therefore, during the advertising period, the Department will not be sending these documents via certified mail. All document holders must provide an e-mail address. The Department will only be sending addendums and RFI's by e-mail and posting online at the aforementioned link. The bidders list will be updated every Friday during the advertising phase of the contract. Please be aware that acknowledgment of receipt of all addendums and RFI's remain a requirement when submitting bids.

F. VENDOR REGISTRATION:

Due to the new Vendor Registration procedures of the Internal Services Department, Procurement management Division, updated definitions along with the "Affirmation of Vendor Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to the award.

G. PRE-BID MEETING AND SITE VISIT MEETING:

DTPW conducts virtual non-mandatory pre-bid meetings. The telephone number and teleconference access code to access the meeting are:

TIME/DATE: Thursday, April 24th, 2025. At 10:00 am. (TEAM's Meeting)

Join the meeting now

Meeting ID: 291 102 269 961

Passcode: ar2Xd7nc

Dial in by phone

+1 786-628-2782,,909419089# United States, Miami

Find a local number

Phone conference ID: 909 419 089#

H. BID SUBMITTAL DUE DATE:

Bid Submittal Time and Location:

Wednesday, 2:00 P.M., May 7th, 2025, at 111 NW 1 Street, 17th Floor, Clerk of the Board Office.

Bid Opening immediately after Bid Submittal on the 18th Floor.

DISCLOSURE:

• Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 shall furnish to **Department of Transportation and Public Works**, **Capital Improvements Division**, **111 NW 1st Street**, **Suite 1410**, **Miami**, **FL 33128 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 Contractor as required by Florida Statute 440.
- a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- **B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

SECTION 2: SOLICITATION FORMS

All forms and documents contained in this Section shall be completed pursuant to these Contract Documents and submitted no later than the advertised Bid Submittal Due Date and Time for this Project.

BID FORM

PROJECT TITLE: Temporary Road on NW 170th Street. from NW 105th Avenue to NW 97th Avenue.

PROJECT NO: 20250067

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN ONE HUNDRED EIGHTY (180) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
102-1A	1.0	L.S.	MAINTENANCE OF TRAFFIC			
104-10-3	4,464.0	L.F.	Sediment Barrier			
104-18	6.0	EA.	Inlet Protection System			
110-1-1B	1.0	L.S.	CLEARING AND GRUBBING			
120-1	123.0	C.Y.	REGULAR EXCAVATION			
120-6	5,795.0	C.Y.	EMBANKMENT (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)			
160-4	15,335.0	S.Y.	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)			
200-1-10	15,335.0	S.Y.	LIMEROCK BASE (8" Thick, Primed)			
334-2-13-2	1,568.0	TON	Hot Mix Asphalt, Traffic C, SP-12.5			
339-1	162.0	TON	MISCELLANEOUS ASPHALT PAVEMENT			
520-1-10B	5,045.0	L.F.	CONCRETE CURB AND GUTTER (Type F)			
521-72-40	451.0	L.F.	SHOULDER CONCRETE BARRIER, 38" OR 44" HEIGHT			

PROJECT TITLE: Temporary Road on NW 170th Street. from NW 105th Avenue to NW 97th Avenue.

PROJECT NO: 20250067

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN ONE HUNDRED EIGHTY (180) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
536-1-1	4,499.0	L.F.	GUARDRAIL (Roadway) (Includes the cost of shop bent panels and end anchorage assembly)			
536-73B	100.0	L.F.	GUARDRAIL REMOVAL			
575-1-1	2,083.0	S.Y.	SODDING (Pensacola Bahia or match existing) (includes watering)			
700-1-11B	40.0	AS.	SINGLE POST SIGN, F&I Ground Mount, Up to 12 SF			
706-1-12A	273.0	EA.	REFLECTIVE PAVEMENT MARKERS PERMANENT (BI-Directional) amber/amber			
710-90	1.0	L.S.	PAINTED PAVEMENT MARKINGS- FINAL SURFACE			
711-11-121	9,347.0	L.F.	THERMOPLASTIC (White) (Solid) (6")			
711-11-125	145.0	L.F.	THERMOPLASTIC (White) (Solid) (24")			
711-11-221	9,347.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (6")			
711-11-224	479.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (18")	_		

PROJECT TITLE: Temporary Road on NW 170th Street. from NW 105	5th Avenue to NW 97th Avenue.	PROJECT NO: 20250067
IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES (180) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHI		
Total:		
The bidder understands and agrees that the above total plans and specifications.	is inclusive of all work necessary to c	complete the job as described in the
Quantities are established and are included only for the County shall not be held responsible if the quantities are the actual work performed, whether greater or less than	e not accurate and all computations for	
Tax Identification Number: _		
D.C. Certificate of competency No:		
Bidder's Name: _		
Ridder's telephone Number		

Bidder's address:

PROJECT TITLE: Temporary Road on NW 170th Street. from NW 105th Avenue to NW 97th Avenue.

PROJECT NO: 20250067

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN ONE HUNDRED EIGHTY (180) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
Α.					
В					
C					
D					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

ATTACHMENT 5A

Department of Transportation and Public Works

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

Contract No: <u>MCC 7360 Plan</u> **RPQ No:** <u>20250067</u>

Capital Improvements Division 111 NW 1st Street, Suite 1410 Miami, FL 33128, 33128

RPQ BID FORM – ATTACHMENT 5A

Price Proposal (Cost to Perproposal)	form the work must be stated l	here. State 'No Bid' if not submitting a p
\$		
3idder's Company Name:		
Company Address:		
City:	s	State: Zip:
Telephone No:	Fax No:	EMail:
TO BE BOUND BY THE TE WHERE INDICATED BELOV	RMS OF ITS PROPOSAL. FAN BY AN AUTHORIZED REF BIVE. THE COUNTY MAY, HO	UNEQUIVOCAL OFFER OF PROPOSE AILURE TO SIGN THIS SOLICITATION PRESENTATIVE SHALL RENDER TH OWEVER, IN ITS SOLE DISCRETION EXECUTED DOCUMENT WHIC
ACCEPT ANY PROPOSA	HE PROPOSER TO THE TERM	AS OF ITS OFFER.
ACCEPT ANY PROPOSA JNEQUIVOCALLY BINDS TH	HE PROPOSER TO THE TERM	MS OF ITS OFFER.
ACCEPT ANY PROPOSA JNEQUIVOCALLY BINDS TH Name of Person Submitting	HE PROPOSER TO THE TERM	

Note: Quotes must be submitted on this form. 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 Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.

ACKNOWLEDGEMENT OF ADDENDA

MIAMI-DADE COUNTY Department of Transportation and Public Works (DTPW)

Project Name: Temporary Road on NW 170th Street. From NW 105th Avenue to NW 97th Avenue.

Project RPQ No.: 20250067

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II, as applicable.

Date:
nis solicitation.
, 202
, 202
, 202
, 202
, 202
, 202
, 202

SURETY BID BOND FORM

SURETY BID BOND DATE BOND EXECUTED (must not be later than bid opening date)					REV. 0216 DTPW	
PRINCIPAL (Full legal name and business address) TYPE OF ORGANIZATION					NIZATION ("X" one)	
					☐ Individual	☐ Partnership
					☐ Joint Venture	☐ Corporation
SURETY (Name and busin	ness address)					
PENAL SUM OF BOND	******	*****	*******Five Pe	rcent of the Total amou	nt Bid************************************	******
	Project No:	202500	67	Bid Opening Date:		
BID IDENTIFICATION	County Projec	t Name:	Temporary Road on NW	170th Street. From NW	105th Avenue to NW 97th	Avenue.
OBLIGATION Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond. Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurement costs and incremental costs of contracting. Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surery and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents. Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby. CONDITIONS The Principal has submitted the Bid identified above. THEREFORE By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid. Any changes in or						
who executed this Bond of CONDITIONS The Principal has submitted THEREFORE By executing this instrumed may grant to the County. No calendar days in additional control of the County of	ent Surety agrees Note to the Surety agrees Note to the Surety agrees Notice to the Surety to the Surety agrees Notice to the Surety to the Surety to the period of	ed above s that its or	ven with reasonable prompt rrent and effective Power of ute, seal, and deliver such E bbligation is not impaired by nsions is waived. However, allowed for acceptance of th	Attorney evidencing the Sond and bind the Suret any extension(s) of the waiver of the notice appeal bid. Any changes in a	e and the Project. e authority of the officer, ago thereby. e time for acceptance of the dies only to extensions aggreer under the Contract Document.	ent, or representative bid that the Principa egating not more thar nents and compliance
who executed this Bond of CONDITIONS The Principal has submitted THEREFORE By executing this instrume may grant to the County. No calendar days in addition noncompliance with any WITNESS	ent Surety agrees to the period of the perio	ed above s that its bity of exter originally nected with	ven with reasonable prompt rrent and effective Power of ute, seal, and deliver such E bbligation is not impaired by nsions is waived. However, allowed for acceptance of the the Contract or the chang	Attorney evidencing the sond and bind the Suret any extension(s) of the waiver of the notice appeable. Any changes in ces does not affect Suret	e and the Project. e authority of the officer, ago thereby. e time for acceptance of the dies only to extensions aggreer under the Contract Document.	ent, or representative bid that the Principa egating not more thar nents and compliance nd.

SURETY

NAME AND TITLE (Typed)

AGENT (Typed)

SIGNATURE OF ATTORNEY-IN-FACT

PRINTED NAME OF ATTORNEY-IN-FACT (Typed)

SIGNATURE OF AUTHORIZED FLORIDA AGENT

PRINTED NAME OF AUTHORIZED FLORIDA

Principal's Corporate Seal

Surety's Corporate Seal

CERTIFICATE OF ASSURANCE



My Commission Expires:

OFFICE OF SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE(COA) SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: 20250067	Project Title: Tempo	orary Road on NW 170th S	Street. From NW 105th Av	venue to NW 97th Avenue
Bidder/Proposer:			FEIN:	
Address:		Dity	State	ZIP
Phone Number:		Email address:		
The bidder/proposer is committe <u>%</u> SBE-Cons, <u>N</u> Trade Set-as (For Goals, write in the percentage	ide SBE-Cons.	% SBE-G. and/o		% SBE-A/E,
Print Prime Bidder's Name	e & Title	Prime Bidder's Si	gnature	Date
To satisfy the requirements for <u>Step</u>	1 - Bid Submittal and Com	pliance with Small Busi	ness Enterprise Prograr	m(s), the following are required:
Acknowledgement of the SBE engineering) measure(s) estal				(non-construction, architecture or
Agree to engage in the solicital indicated in the Project Docum	ition of approved Miami-Dade	e County Small Business I	Enterprise firm(s) to achie	ve the established measure(s) as
Agree to select and submit the System ("BMWS") within the s	names of the certified SBEs			
To satisfy the requirements for <u>Step</u>	2 – Bid Evaluation and Red	commendation for Awar	d, please attest that:	
(2) submit my company's Utilization P satisfy the project's established SBE	lan which shall list all certifie measure(s) via BMWS, w	d Miami-Dade County Sm ithin the specified timefr	nall Business Enterprise frame, upon email notific	with my bid/proposal documents and/o irms whom will be subcontracted with to ation from SBD or BMWS. Each SBE s, within the specified timeframe, for fina
STATE OF FLORIDA				
COUNTY OF MIAMI-DADE				
BEFORE ME, an officer duly authorize deposes and affirms that the provided	d to administer oaths and tak information statements are tr	xe acknowledgement, persue and correct to the best	sonally appeared_ t of his/her knowledge info	, who being first sworr ormation and belief.
				Signature of Owner
SWORN TO and subscribed before me	e this dayof	, 20		
			Signature	of Notary Public-State of Florida

NON-COLLUSION AFFIDAVIT



NON-COLLUSION AFFIDAVIT

(In accordance with <u>Sections 2-8.1.1</u> and <u>10-33.02.1</u> of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (this Affidavit) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

	•			5 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
A.		nave reviewed the list of respondents attached to this A heck one):		·	tior
		☐ is not related to any of the other respondents s	ubmitting a Bid/Propo	sal in the competitive solicitation.	
		☐ is related to the following respondents who identified and listed below:	submitted a Bid/Prop	posal in the competitive solicitation, which	are
					ı
В.	l st	state that the Bidder/Proposer of this competitive solicit	ation:		
	1.	has prepared this Bid/Proposal independently withouther Bidder/Proposer or competitor for the purpose			any
	2.	has submitted the Bid/Proposal in its own behalf, and	d not in the interest or	on behalf of any person not therein named;	
	3.	has not, directly or indirectly, induced or solicited person, firm, or corporation to refrain from proposing		oposer to put in a sham proposal, or any o	the
	4.	has not in any manner sought by collusion to secure	an advantage over a	ny other Bidder/Proposer.	
mean t parents which h principa Bid/Pro consider for defa	ne B , step lave als the posa ered out.	wnership, control and management of such related par Bidder/Proposer; the principals, corporate officers, an epparents, siblings, children or stepchildren of a Bidder a direct or indirect ownership interest in another Bidder hereof of one Bidder/Proposer have a direct or indirect all found to be collusive shall be rejected. Bidder/Proposer non-responsible, and may be suspended or debarred eclaration: Pursuant to §92.525, Florida Statutes, under	nd managers of a Bio er/Proposer or the printer/Proposer for the sa et ownership interest in proposer who has been, and any contract res	Ider/Proposer; or the spouse, domestic par ncipals, corporate officers and managers the me contract or in which a parent company on another Bidder/Proposer for the same cont en found to have engaged in collusion may sulting from collusive bidding may be termin	tner ereo r the ract / be ateo
		e facts stated in it are true, accurate, and complete.	er penantes of perjury	, rueciale that mave read the loregoing Allic	avi
Solicita	tion I	No.: Solicitation Title:			
Ву:			Date:	20	
		Signature of Affiant			
		Printed Name of Affiant and Title	/ /_ Federal Emplo	_//// yer Identification Number	
		Printed Name of	of Bidder/Proposer		

Address of Bidder/Proposer

AFFIRMATION OF VENDOR AFFIDAVITS



New Vendor Registration and Bid/Proposal Contract Language

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid - shall refer to any offer(s) submitted in response to this solicitation.

Bidder - shall refer to anyone submitting a Bid in response to this solicitation. Bid Solicitation - shall mean this solicitation documentation, including any and

Bid Submittal Form - defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County - shall refer to Miami-Dade County, Florida

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

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

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 into business agreements with the County.

The Vendor Registration Package - shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19^{th} Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

- Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)
- Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)
- Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
- Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending
- Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
- Miami-Dade County Vendor Obligation to County Affidavit 6. (Section 2-8.1 of the County Code)
- Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
- Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)

Miami-Dade County Living Wage Affidavit

(Section 2-8.9 of the County Code)

Miami-Dade County Domestic Leave and Reporting Affidavit 10. (Article 8, Section 11A-60 11A-67 of the County Code)

Subcontracting Practices

(Ordinance 97-35)

Subcontractor /Supplier Listing 12.

(Ordinance 97-104)

Environmentally Acceptable Packaging

Resolution (R-738-92)

W-9 and 8109 Forms

The vendor must furnish these forms as required by the Internal Revenue Service.

Social Security Number

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

Office of the Inspector General

Pursuant to Section 2-1076 of the County Code.

Small Business Enterprises

The County endeavors to obtain the participation of all small 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.

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County 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.



Miami-Dade County Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008 (for goods and services) and July 1, 2008 (for design and construction), vendors are required to complete a <u>new</u> Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer

	Contract No. :	Id	entific	ation Number (FEIN):			
	Contract Title:						
		Affidavits and Legi	slatio	n/ Governing Boo	ły		
1.	Miami-Dade County Own Sec. 2-8.1 of the County Code	ership Disclosure	6.	Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code			
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code			7.	Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code			
3.	Miami-Dade County Employers Workplace Certification Section 2-8.1.2(b) f the County		8.	Miami-Dade County Family Leave Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 of the County Code			
4.	Miami-Dade County Disal Article 1, Section 2-8.1.5 Resolu R-385-95		9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code			
5.	Miami-Dade County Deba Section 10.38 of the County Co		10.		Inty Domestic Leave and Reporting -60 11A-67 of the County Code		
	Printed Name of A	Affiant	Printed	l Title of Affiant	Signature of Affiant		
		Name of Firm			Date		
	Address of Fir	m		State	Zip Code		
		Notary Po	ublic II	<u>nformation</u>			
No	tary Public – State of	Cour	nty of				
Suk	oscribed and sworn to (or affirmed	d) before me this		day of,	20		
by		He or she is	person	ally known to me	or has produced identification		
Тур	oe of identification produced						
	Signature of Notary Public				Serial Number		
	Print or Stamp of Notary Pub	ic Expiration [Date	<u> </u>	Notary Public Seal		

CONTRACTOR DUE DILIGENCE AFFIDAVIT

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. :	Federal Employer Identification Number (FEIN):	
Contract Title:		
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm	<u> </u>	Date
Address of Firm	State Notary Public Information	Zip Code
Notary Public - State of	County of	
Subscribed and sworn to (or affirmed) before me this	dayof,	20
by	He or she is personally known to me	or has produced identification
Type of identification produced		
Signature of Notary Public		Serial Number
Print or Stamp of Notary Public	Expiration Date	Notary PublicSeal

SECTION 3: INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01 BID FORMS

A. Estimated Quantities.

- 1. The Bid Form contains estimated quantities that are provided for bidding purposes only. The actual quantities required to construct the Work may vary from those shown. The County reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the length of the Contract.
- 2. Bid Items which are estimated with a unit quantity of one are anticipated to be use in minimal quantities, if any, as approved by the Engineer. Any Contract provisions pertaining to adjustments in item prices shall not apply. Therefore, no adjustment shall be made to the unit prices awarded as a result of changes to the estimated quantities provided in the Bid Form. Final quantities shall be as approved by the Engineer.

B. Preparation of Proposal.

- 1. All blank spaces on the Bid Form for bid prices must be filled in ink, in both words and figures. In the event of any discrepancy in the entries for the price of any item, the unit price as shown in words shall govern unless both the extension and the unit prices shown in figures are in agreement with each other, in which case they shall govern over the unit price shown in words.
- 2. If the Bid is made by an individual, a sole proprietorship or an individual operating under a trade name, the name and post office address of the individual or owner must be shown in each instance. If made by a partnership, the Bid must be signed by one of the partners, and the names and addresses of the partners must be listed. If made by a corporation, the Bid must be signed by an authorized officer or agent of the corporation, the corporation must be clearly identified, and the corporate seal must be affixed. In addition, a Bid made by a corporation must also list the name of the state wherein the corporation was chartered and the business address of the corporation.
- 3. Bids must be submitted only on the hardcopy Bid form provided with these Contract Documents unless a revised Bid Form is provided by the County via Addendum, in which case the latest Bid Form provided by Addendum shall be used.
- 4. All required forms must be completed and submitted and, all blanks must be filled in.

C. Rejection of Irregular Proposals.

 Bids will be considered irregular, and may be rejected, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced either in excess of or below a reasonable cost analysis value.

D. Pay Items.

1. Any work not specifically mentioned in the pay items listed in the Proposal, but indicated on the plans and/or specifications, shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

1.02 BID SECURITY

- A. Simultaneously with the delivery of the Bid to the County, on or before the bid due date, the Bidder must deliver to the County a bid security in the form of a Bid Bond on the form provided in the Bidding Documents or in Cash, in the form of a Certified Check, Cashier's Check or Irrevocable Letter of Credit made payable to the Department, for an amount equal to no less than five percent of the Total amount Bid. Failure to furnish a bid security in the proper form and amount, with the delivery of the Bid to the County, shall result in the Bid being declared "non-responsive."
- B. A Bid Bond shall have as the surety thereon only such surety company or companies that are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the qualifications established for Payment and Performance Bonds.
- C. The bid security submitted with the Bid becomes payable to the County upon default of the Bidder. Default of Bidder shall occur in the event that the Bidder withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by these Bidding Documents.

1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

- A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.
- B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel.

1.04 SMALL BUSINESS ENTERPRISE-GOOD & SERVICES PROGRAM

- A. Miami-Dade County web-based Business Management Workforce System (BMWS)
 - Bidders must register under Miami-Dade County web-based Business Management Workforce System (BMWS). BMWS is managed by the Small Business Development (SBD) Division of the Internal Services Department. BMWS is utilized to apply online for Small Business Enterprise (SBE) certification, manage County contracts, and track compliance with SBE Program measures, Workforce Program requirements, and subcontractor payments.

- 2. The use of this web-based system is mandatory for firms contracting with Miami-Dade County for the submission and verification of payment information and certified payrolls. Training for BMWS can be offered at the following web address: https://mdcsbd.gob2g.com/
- 3. BMWS is accessible, at no charge, to all vendors doing or interested in doing business with Miami-Dade County. Key features include:
 - a. Online application for Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Local Developing Business (LDB) certification
 - b. Online registration for the Equitable Distribution Program (EDP)
 - c. Enhanced online SBE, DBE, and LDB Directory, with key-word search capabilities.
 - d. Electronic submission of subcontractors for fulfillment of SBE requirements
 - e. Electronic submission of contractors' utilization payments and verification of SBE payments via the web or a mobile device
 - f. Automated tracking of progress towards meeting SBE goals
 - g. Electronic submission of certified payrolls
 - h. Electronic submission of workforce compliance data
 - i. Automated notifications regarding compliance requirements
 - j. Elimination of/or limited paper-based reporting

B. SBE-G&S Make-up Plan

- 1. A contractor that failed to meet an established Small Business Enterprise-Good & Services (SBE-G&S) goal on any contract must submit an SBE-G&S Make-up Plan for approval by the Miami-Dade County Internal Services Department, Small Business Division (SBD).
- 2. The SBE-G&S Make-up Plan along with a corresponding Certificate of Assurance (COA), located under Section 2 of these Solicitation and Contract Documents must be included with the Bid submittal at the time of bid. The corresponding COA must identify all SBE-G&S firms to be utilized to meet the first-tier subcontractor goal and the trade designation of work that each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable.
- 3. The Department will forward the Make-up Plan and COA(s) to SBD for compliance review. Bidders who fail to submit the SBE-G&S Make-up Plan and corresponding COA by the Bid due date and time will be considered "non-compliant."
- 4. Before the award, bidder must submit via County's web-based system Business Management Workforce System (BMWS) its commitment, that if awarded, the contractor, will fulfill all or a portion of any pending Small Business Enterprise Good & Services makeup requirements and identify the certified CSBE firm(s) to be utilized to fulfill the make-up requirements that is excess of any SBE goal(s) required on the project and the percentage dollar value and description of the work that needs to be made up within the time frame specified by SBD.

- C. Small Business Enterprise-G&S Program Measures
 - 1. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, SBD recommends the following goal: a *SBE Services subcontractor goal of 1.0%*.

1.05 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. This Article does not apply for this Project.

1.06 SITE INVESTIGATION

- A. Examine the Contract Documents and the site of the proposed work, when applicable, carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.
- B. The Department does not guarantee the details pertaining to borings, as shown on the plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data and shall base his bid on his own opinion of the conditions likely to be encountered.
- C. The bidder's submission of a proposal is sufficient evidence that the bidder has made an examination as described in this Article. Therefore:
 - 1. The bidder, by virtue of submitting their bid, acknowledges that they and all their subcontractors have satisfied themselves as to the nature and location of the Work or requirements of similar Work to be performed within Miami-Dade County Public Right-of-Ways. The general and local conditions include but are not restricted to those bearing upon transportation and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site constraints, restrictions and limitations; the conformation and conditions of the work area; and the character of equipment and facilities needed prior to and during the performance of the Work.
 - 2. Failure on the part of the bidder to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if awarded the Contract.

1.07 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certification Requirements:

- 1) At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
 - a) Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include Paving Engineering. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the

- aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; **or**
- b) Pursuant to Section 255.20, Florida Statues (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptance FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving work class.
- 2) The Contractor shall furnish Certificates of Insurance to the County prior to commencing any operations under this Contract. The certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount and classification required by these Contract Documents.

B. Experience Requirement:

- 1) The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Rightof-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:
 - a. Providing a detailed description of <u>at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents</u> and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
 - 1) The identified personnel and their assigned role and responsibilities for the listed project.
 - The client's name and address including a contact person and phone number for reference.
 - 3) Description of work.
 - 4) Total dollar value of the contract.
 - 5) Contract duration.
 - 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
 - 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations.
- 2) The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

1.08 AWARD OF CONTRACT

A. The award of the Contract, if it be made in the County's sole discretion, shall be to the lowest responsive and responsible bidder whose bid complies with all of the material terms of this solicitation and is determined to be in the best interest of the County.

- B. A fully executed Notice to Proceed (NTP) Letter constitutes a contract with Miami-Dade County. The County may issue to the Contractor a NTP Letter only when, in the discretion of Miami-Dade County, all conditions for award have been satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and the expiration of any applicable protest period. The Contractor must provide the County with the completed and fully executed NTP Letter prior to the date stated in the letter for commencement of the Work. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor.
- C. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.
- D. By submitting a bid, the bidder acknowledges that the County shall have the right to investigate the existence of these factors in determining whether to award the bid, and to evaluate, without limitation, the bidder's outstanding commitments on other awarded contracts, its resources to perform the Work under the Contract, and its past performance.
- E. The County reserves the right to waive any informality in, or to reject any or all bids. Bids from any person, firm or corporation in default upon any agreement with the County will be rejected.
- F. The Bidders should be qualified by experience, financing, and equipment to do the work described in the Contract Documents. The County may require from the apparent lowest responsive and responsible Bidder, as a condition for Award, a list of the major construction equipment that is available to perform all the work required by the Contract. The list shall include all equipment required and available including quantity; condition; make and model; whether owned or leased; and their present location. Actual proof of ownership (bills of sale or certified proof of a valid lease in the name of the firm submitting the Bid) of the equipment or the ability to secure the equipment prior to Contract Award is required. A visual inspection by the County of the equipment listed shall be facilitated within 10 days of submittal of the aforementioned list. Failure to meet the timeframes and conditions stipulated herein or in the Recommendation for Award may result in the disqualification of the Bidder.

1.09 PAYMENT AND PERFORMANCE BONDS

- A. The successful bidder shall submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.
- A. Per Resolution R-593-13, no payment and performance bond shall be required for a contract of \$200,000 or less.
- B. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

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

Bond Amount (\$)	Best Rating
500,001 to 1,500,000	BV
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 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, F.S. 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.
- 3. 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.
- 4. For contracts in excess of \$500,000 the provision of Subarticle 2 above 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.
- 5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- 6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.
- C. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.
- D. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.
- E. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

- F. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.
- G. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.
- H. In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.10 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

Subparagraphs 2.9A through 2.9C and 2.9E through 2.9G of the Special Conditions to the CICC 7360-0/08 Contract are deleted and replaced with the following:

- A. Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. 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. 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.
- B. Contractor shall furnish to the <u>Department of Transportation and Public Works, 111 NW 1</u>
 <u>Street, Miami Florida 33128</u>, 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 Contractor as required by Florida Statute 440.
 - b. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - d. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
 - i. If Excess Liability is provided must be follow form for coverages B and C.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by 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 Financial Services.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY 111 NW 1st STREET SUITE 2340 MIAMI, FL 33128

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

SECTION 4:	SUPPLEMENT	AL INFORMATION	ON

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

Project Name: Temporary Road on NW 170th Street. From NW 105th Avenue to NW 97th Avenue.

Project RPQ No.: 20250067

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We	,	as	Principal,	whose
principal business address is				
, as Contractor under the contract dated, 20	, betwee	n Pri	ncipal and	Miami-
Dade County for the construction of				
Project No (herein a	fter refe	erred	to as "Co	ntract")
the terms of which Contract are incorporated by reference in its entirety into	o this B	ond a	ınd	,
			poration,	whose
principal business address is				
as Surety, are bound to Miami-Dade County (hereinafter referred to as "Co	unty") i	n the	sum of	
				(U.S.
dollars) \$	heirs, p	erson	al represer	itatives,
successors, and assigns, jointly and severally.	_		-	
THE CONDITION OF THIS BOMD is that if Principal:				
1. Performs all the work under the Contract, including b	out not	limit	ted to gua	rantees,
warranties and the curing of latent defects, said Contract being	g made	a pa	rt of this b	ond by
reference, and in the times and in the manner prescribed in the	Contrac	t, inc	luding any	and all
damages for delay; and				
2. Promptly makes payments to all claimants, as defined	in Sect	ion 2	255.05(1),	Florida
Statutes, supplying Principal with labor, materials, or supplies	used d	lirect	ly or indire	ectly by
Principal in the prosecution of the work provided for in the cont				5 5
	/ V /	//`	\rangle	
3. Pays County all losses, damages, including damages for	or dela	1. ek	penses co	sts and
attorney's fees, including appellate proceedings, that County su	ustains l	becar	ise of alde	fault by
Principal under the Contract, including but not limited to a fail				
warranties or to cure latent defects in its work or materials with				
the work under the Contract; and	- 3 -			
,			*	

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Project Name: Temporary Road on NW 170th Street. From NW 105th Avenue to NW 97th Avenue. Project RPQ No.: 20250067

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above be their appropriate officials as of the	ounden parties have caused this Bond to be executed by day of, 20
	CONTRACTOR
· · · · · · · · · · · · · · · · · · ·	(Contractor Name)
	DV
	BY.
	(President) (Managing/Partner or Joint Venture)
	(SEAL)
COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:	SURETY:
	-
(Copy of Agent's current	
Identification Card as issued by State of Florida Insurance Commissioner must be a	attached) By:
	Attorney-in-Fact
(CORPORATE SEAL)	
(CORTORATE SEAL)	
	(Power of Attorney must be attached)

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PERMITS

(Use the following link to have access to the Permit Files in Sharepoint)

Link:

<u>Permits</u>

SECTION 5: SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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APPENDIX TO THE SUPPLEMENTARY CONDITIONS

Appendix A: Small Business Division, Project Worksheet

Appendix B: (OSHA) Forms 300, 300A and 301

Appendix C: LCP Tracker

1.01 MISCELLANEOUS CONSTRUCTION CONTRACT (7360PLAN)

A. These Supplementary Conditions amend or supplement the Miscellaneous Construction Contract (MCC) CICC 7360-0/08 the MCC, 7360 Plan, and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. All requirements of the Contract Documents, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect. The MCC Contract and Plan may also be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 (General Requirements) of the Contract Specifications.

1.02 CONTINGENCY ALLOWANCE FOR TIME

A. Paragraph 2.58 of the CICC 7360-0/08 Miscellaneous Construction Contract is hereby amended to provide a Contingency Allowance for time extension not to exceed ten percent of the original Contract Duration pursuant to a written request by Contractor for a time extension for an Excusable Delay, as described in Paragraph 2.58 of the 7360 Miscellaneous Construction Contract, that affects the critical path schedule of the Contract or any previously approved changes. The request must be accompanied by written documentation that supports the justification of a time extension and is subject to review and concurrence by the department Engineer, or designee. If approved, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent of the original Contract Duration rounded off to the next whole number.

1.03 WEATHER DELAYS

- A. Schedule of Anticipated Weather Delay Days
 - The following schedule of average climatic range, based on National Oceanic and Atmospheric Administration (NOAA) normal data (1981-2010 Monthly Normals; GHCN Daily ID: USW00012839; MIAMI INTL AP, FL), will be used as the standard baseline for monthly evaluations of weather delays for this Contract.

	S	Sched	lule o	f Anti	cipate	ed We	eathe	r Dela	ay Da	ays		
Month	JAN	FEB	MAR	APR	MAY	NUL	JUL	AUG	SEP	ОСТ	NOV	DEC
Days	3	4	4	4	7	12	11	13	13	8	4	4

- 2. The above schedule provides the anticipated number of days each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days listed in the schedule, for each month, is included in the Work and is not eligible for extension of Contract Time. The Work Progress Schedule submitted by the Contractor must reflect these anticipated adverse weather delays in all-weather dependent activities.
- B. Extension of Contract Time for Adverse Weather Days In Excess of the Standard Baseline

- 1. If the basis exists, in accordance with the Conditions of the Contract, for a claim for extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in a month that are in excess of the number of days listed above for that month in the Schedule of Anticipated Adverse Weather Delay Days.
- 2. Adverse Weather Day is defined, for the purpose of this Article, as the occurrence of one or more of the following weather conditions within a twenty-four (24) hour day that prevents scheduled critical path construction activity exposed to weather conditions:
 - a. Precipitation in excess of one-tenth inch (0.10").
 - b. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
 - c. Sustained wind in excess of twenty-five (25) miles per hour.
- 3. Adverse Weather Day may include "dry-out" days, resulting from precipitation that occurs beyond the Anticipated Weather Delay Days for the month, only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and, at a rate no greater than 1 make-up day for each precipitation day (or consecutive days) that total 1.0 inch or more of precipitation.
- 4. A Weather Delay Day may be counted by the Engineer, if adverse weather prevents work on the Project for fifty percent (50%) or more of the Contractor's normal scheduled workday and critical path construction activities were included in the day's schedule, including a weekend day or holiday approved by the Engineer with construction activity scheduled that day.
- 5. No additional compensation will be made for weather delays.

C. Contractor Documentation and Submittals

- Organize claims to facilitate evaluation by calendar month and submit in accordance with the claim's submittal requirements of the Contract Documents. Documentation is required for each Adverse Weather Day that results in a Weather Delay. Identify the number if days claimed for the month that exceeds the Schedule of Anticipated Adverse Weather Delays. Documentation must include:
 - a. Daily jobsite work logs showing which and to what extent critical path construction activities have been affected by adverse weather.
 - b. Daily weather data, obtained from the nearest NOAA weather station or other independently verified source approved by Engineer at beginning of the Project, to support claim for time extension. NOAA Global Historical Climatology Network (GHCN) Daily data may be obtained from the NOAA website at http://www.ncdc.noaa.gov/cdo-web/search.
- 2. If an extension of Contract Time is appropriate and approved by the Department, such extension will be made in accordance with the requirements of the Contract Documents.

1.04 ADDITIONAL FUNDING SOURCE PROVISIONS

 Contractor must comply with all requirements of the funding sources(s) for work issued under this Contract. This contract is being funded, in whole or in part, with Miami-Dade County funding sources including <u>Mobility Impact Fee (MIF)</u>, <u>District 3</u>, <u>previously known as Road Impact Fee</u> (<u>RIF</u>).

1.05 ADDITIONAL SBE-GOOD & SERVICES CONTRACT MEASURE REQUIREMENTS

Since the project is estimated to be above 700K and with the passing of House Bill (HB) 705, it can be processed with a SBE/Goods & Service goal. In reviewing the Cost estimate SBD recommends the following goal: a <u>SBE – Services subcontractor goal of 1.0%</u> in the following recommended commodities/services:

Sodding services - NIGP 79050

2. With the passing of House Bill (HB) 705 the project will have <u>no SBE-Con goal and no responsible wages</u>.

1.06 PROMPT PAYMENTS AND RETAINAGE:

- 1. In addition to Miami-Dade County Sec. 2-8.1.4. Sherman S. Winn Prompt Payment Ordinance and Administrative Order No.: 3-19 Prompt Payment, contractors, subcontractors and the County must also meet the requirements of Title 49 CFR part 26.29 and 26.37 and the Florida Prompt Pay Act. Prime contractors must pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a "proper invoice" is stamped received. Further, the prime contractor will return retainage payments to the subcontractor within 30 days of the sub-contractor's satisfactory completion of work.
- 2. Proper Invoice means an invoice which conforms to the present requirements of the County's finance system, which includes the issuance of a valid purchase order or contract as well as applicable change orders or amendments, and any rules promulgated from time to time by Administrative Order of the Mayor. A proper invoice must include a statement by the vendor/contractor waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a proper invoice are available to contractors at the pre-construction meeting.
- 3. In any case in which an improper invoice is submitted by a contractor, the County will, within ten (10) days after the improper invoice is received by it, notify the contractor that the invoice is improper and indicate what corrective action on the part of the vendor is needed to make the invoice proper.
- 4. In the event a dispute occurs between the contractor and the County concerning payment of an invoice, such disagreement shall be resolved not later than forty-five (45) days after the date on which the improper invoice was received by the County, and shall be concluded by final written decision of the Mayor or his or her designee(s), not later than sixty (60) days after the date on which the improper invoice was received by the County.
- 5. If the dispute is resolved in favor of the contractor, then interest shall begin to accrue as of the original date the payment became due.
- 6. All payments due from the County and are not made by the appropriate due date as described above, shall bear interest from thirty (30) days after the appropriate due date at the rate of one (1) percent per month on the unpaid balance. One (1) month shall constitute a period beginning on any day of a month and ending on the same day of the following month. Any overdue period of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly.

- 7. The vendor must be responsible for preparing and delivering an invoice to the County for any interest accrued in order to receive the interest payment. The invoice must include the following:
 - a. Date proper invoice received by County, its applicable invoice number and amount.
 - b. Date punch list was completed.
 - c. Date and corresponding reference number of applicable purchase order, requisition or contract.
 - d. Payment due date.
 - e. Date interest commences.
 - f. Interest due at one percent per month on unpaid balance.
- 8. Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work, whichever comes first.

1.07 ACCEPTANCE TESTS

- A. Replace Article 2.89 of the CICC 7360-0/08 Miscellaneous Construction Contract with the following:
- B. When Contractor informs Engineer that the Work is ready for inspection and testing, Engineer may request, from a County approved laboratory, the tests necessary to confirm that the required material, compaction, or work specifications are met. If the results of the tests reveal that the applicable specifications have not been met, Contractor, without additional compensation, must perform, to the satisfaction of Engineer, all work necessary to meet the applicable specifications and is responsible for the costs of all re-testing required by Engineer and the Contract Documents.
- C. The Department will pay the laboratory for the first test (pass or fail); any re-testing will be the responsibility of Contractor. The Department will only pay for re-testing when authorized, in writing, by the Engineer.
- D. The contractor must comply with the conditions of the agreement between Miami-Dade County and Laboratory.

1.08 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 the Contractor 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 Contactor 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, 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 the original RPQ, whichever is less. The Contactor is required to provide sufficient data in support of the cost proposal demonstrating 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 Contractors 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.

1.09 MIAMI-DADE COUNTY'S USER ACCESS PROGRAM (UAP)

A. On November 5, 2013, the Board of County Commissioners adopted Ordinance No. 13-103 eliminating the construction contract exemption to the User Access Program set forth in Section 2-8.10 of the Code of Miami-Dade County with the exception of Miscellaneous Construction Contract Program contracts with a total contract value of less than \$500,000. Ordinance No. 13-103 retained the other exemptions listed in Section 2-8.10 of the Code including an exemption for contracts "funded with any funding source, including federal, which prohibits or restricts the application of the credit to the County effected in the UAP." As bond funding would be a funding source "which prohibits or restricts the application" of the UAP, construction contracts funded by bond proceeds (e.g., General Obligation Bond (GOB), People's Transportation Plan (PTP)) remain exempt from the application of the County's User Access Program.

B. UAP applies for this project, therefore:

C. If applicable, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%) pursuant to Miami-Dade County Budget Ordinance No. 03-192. All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2%UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

1.10 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY.

- A. The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to:
 - 1. Keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service
 - 2. Providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law
 - 3. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - 4. Meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer.
- B. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.
- C. For questions regarding the application of chapter 119, Florida Statutes, to The Contractor's Duty to Provide Public Records relating to this contract, contact the Custodian of Public Records at (305) 375-4735; isd-vss@miamidade.gov; 111 NW 1 Street, suite 1300, Miami, Florida 33128.

1.11 NONDISCRIMINATION

- A. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- B. By entering this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.12 CONTRACTOR DUE DILIGENCE AFFIDAVIT

- A. In accordance with Board of County Commissioners Resolution 63-14, Contractor, as a condition of award, must submit Contractor Due Diligence Affidavit Form on any contract that exceeds \$1 million, or that is otherwise subject to Board approval.
 - 1. The affidavit is attached in Section 2 of these Solicitation Documents and must be included in the solicitation package. Form requires that Contractors attest to the following under oath:
 - a. All of the lawsuits that have been filed against that entity, its directors, partners, principals, and/or board members, based on breach of contract by that entity in the five years prior to bid or proposal submittal, including the case name and number and the disposition of the case.
 - b. Any instances in the five years prior to bid or proposal submittal where that entity has been defaulted and a brief description of the circumstances; and
 - c. All of the instances in the five years prior to bid or proposal submission where that entity has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.
- B. It is the responsibility of the Contractor to return the fully executed Affidavit at the time of bid or proposal submittal. This affidavit will be used as an additional measure of due diligence prior to the award of a contract.
- C. In accord with Resolution No. R-828-19, the County reserves the right to request from any bidder the disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are no such lawsuits.
- D. As per Miami-Dade County Resolution R-1181-18, Submit OSHA form 300 containing a list of the company's work-related injury and illness data; and OSHA inspection data, for the previous three years, for the contractor and first tier subcontractors. The Department of Labor Occupational and safety Health Administration (OSHA) Form 300, 300Aand 301 can be found under Appendix E of these Supplementary Conditions.

1.13 CLAIMS

A. Amend Paragraph 2.78 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:

B. Notice of Claims

- The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Department, the happening of any event or occurrence, or any other cause, unless he shall have given the Project manager a written notice of claim therefore as specified in this article.
- 2. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.

- 3. It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 4. The notice requirements of this article are in addition to those required in other articles of these Contract Documents, inclusive of the conditions listed under the MCC Plan.
- 5. The Contractor shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the Contractor has multiple claims, the Contractor will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the Department's rejection of the claim. No "total cost claims" shall be allowed under this Contract.
- 6. The Contractor must maintain a cost accounting system as a condition for making a claim against the Department. The cost accounting system must segregate the costs of the work under the Contract (non-claims-related) from claims-related and other Contractor costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.
- 7. If the Department decides to pay all or part of a claim for which notice was not timely made, the Department does not waive the right to enforce the notice requirements in connection with any other claim.
- 8. Inasmuch as the notice of claim requirements of this article are intended to enable the Project Manager to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Department. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Contractor submits with his claim proof showing that the Department has not been prejudiced by the Contractor's failure to so comply and, in the event the Department has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Department will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

C. Claim Submittals

- 1. Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Department to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.
- The Department will review and evaluate the Contractor's claims. It will be the responsibility of
 the Contractor to furnish, when requested by the Project manager, such further information and
 details as may be required to determine the facts or contentions involved in his claims. The
 cost of claims preparation or Change Order negotiations shall not be reimbursable under this
 Contract.

- 3. Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.
- 4. Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:
 - a. The claim is made in good faith.
 - b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief.
 - c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Department; and
 - d. The certifying person is duly authorized by the claimant to certify the claim.
- 5. In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Department, submit, in triplicate, the following information:
 - a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
 - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
 - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
 - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.
 - e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
 - f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
 - g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.
 - h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs:
 - Home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor.
 - 2) Loss of anticipated profits on this or any other project.

- 3) Loss of bonding capacity or capability.
- 4) Losses due to other projects not bid upon.
- 5) Loss of business opportunities.
- 6) Loss of productivity on this or any other project.
- 7) Loss of interest income on funds not paid.
- 8) Costs to prepare, negotiate or prosecute claims and
- 9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).
- i. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay.
- k. The documentation for budgeted cost shall, as a minimum, include:
 - 1) Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.
 - 2) Copies of all executed subcontracts.
 - 3) Other related budget documents as requested by the Project Manager.
- I. The documentation for actual cost shall, as a minimum, include:
 - 1) Time Sheets.
 - 2) Materials invoices
 - 3) Equipment invoices
 - 4) Subcontractors' payments
 - 5) Other related documents as required by the Project Manager.
- m. The Contractor shall make all his books, employees, work sites and records available to the Department or its representatives for inspection and audit.
- 6. No payment shall be made to the Contractor by the Department for loss of anticipated profit(s) from any deleted work.
- 7. As indicated above, the Project Manager and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Department shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.
- 8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved

rights to any claim, no further reservations of rights shall be required, and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

1.14 DISPUTES

A. Amend Paragraph 2.81 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:

B. Disputes

- 1. The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Department to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the Department in the Special Provisions and, if utilized, shall supersede this dispute provision.
 - a. In the event the Contractor and the Department are unable to resolve their differences concerning any determination made by the Project Manager or Department on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or the Department may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
 - b. For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the OOM. Decisions rendered by the Department Director or OOM designee shall not be binding but shall be admissible in a court of competent jurisdiction.
 - c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and the Department to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

- d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.
- e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.
- f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims. As indicated previously, the decision of the Department Director or OOM designee is not binding on the parties, but will be admissible in a court of competent jurisdiction.
- g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.
- h. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Department's interpretation. Any presentation or request by the Contractor under this article will be subject to the same requirements for Submittal of Claims in this article.

1.15 EXTRA WORK

- A. The following Sub article replaces the following items: Article 2.83, Extra Work and Payment Therefore, of the Special Conditions of the MCC 7360 Plan.
 - 1. Contractor may be asked to perform extra work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the Engineer to satisfactorily complete the Project as contemplated, and such extra work must be performed promptly in accordance with the Specifications and as directed by the Engineer, provided, however, that before any extra work is begun, a written order from the Engineer to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.
 - 2. All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.

- 3. The Change Order shall include, as a minimum:
 - a. Scope of work to be added, deleted or modified.
 - b. Cost of work to be added, deleted or modified.
 - c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified.
 - d. Full release of claims associated with the Contract through the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.
- 4. The Work Order shall include, at a minimum:
 - a. Scope of work to be added, deleted or modified.
 - b. Cost of work to be added, deleted or modified.
 - c. The Contract time extension required to perform the work to be added, deleted or modified.
 - d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. Extra Work Payment

- 1. The following Sub article replaces the following items: Article 2.83, Extra Work and Payment Therefore, of the Special Conditions of the MCC 7360 Plan.
- 2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, a NAM must be executed.
- 3. Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and the Contractor before the extra work is ordered for performing the work. Payment for lump sum work will be based on the following:
 - a. Contractor shall submit to the Engineer an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen (15) percent of such sum for labor and the total thereof will 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 must be provided upon demand by the Engineer.
 - b. For all materials used, Contractor will include the estimate total cost of such materials, including taxes and freight charges, to which cost will be, added an amount equal to ten (10) percent thereof; for full compensation that includes overhead, profit and home office expenses.
 - c. For any construction equipment. or special equipment including fuel and lubricant required for the economic performance of extra work, the Engineer will 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 Engineer will make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment will 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.

- 4. Contractor is required to include a statement certifying that the proposal 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 must 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.
- 5. The performance of any extra work or the furnishing of any extra material which, in the judgment of the Engineer, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Engineer 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.
- 6. All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Engineer, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the 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 will 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 (I00) percent for directing six workers or more 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 will 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 Engineer shall allow the Contractor a rental price to be agreed upon in writing before such work is begun, for every 1 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 form 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 will be added ten (10) percent for fuel, maintenance and lubricants for rented equipment.
- 7. Contractor's representative and the Counties representative will compare records of extra work done at the end of each day. Such records will 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 Engineer and the other being retained by the Contractor.
- 8. Contractor upon certified statements will 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 copes of the orders authorizing the performance of the work, shall be submitted to the Engineer for inclusion in the estimate of 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 representative via Expedite Ordinance or the Board of County Commissioners.
- 9. If required, the Contractor shall produce any books, vouchers, other records, or memoranda. that will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.
- 10. 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. 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.
- 11. 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.
- 12. No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

1.16 WARRANTY OF CONSTRUCTION

- A. 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 of 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.

APPENDIX A OF THE SUPPLEMENTARY CONDITIONS SMALL BUSINESS DIVISION, PROJECT WORKSHEET



Project/Contract Title:

Project/Contract No:

Office of Small Business Development

Project Worksheet

Received

Funding

Date:

3/21/2025

RIF 3

			Source:
Department:	Transportation & P	ublic Works	
Estimated Cost of Project/Bid:	\$1,487,204.89		
	with new pavement TO NW 97 Ave. The side of NW 170 Sta approaching the ea side of the project	nt markings and signage along work also includes the inalong the existing canal as some end of the project. The control of the project.	g a new temporary two (2) lane road ong NW 170 Street from NW 105 Ave stallation of a guardrail on the north well as rigid barrier and curb & gutter ontractor shall begin work on the west nection to the Turnpike ramp and to act being awarded.
		Contract Measures	
	Measure	Program	Goal Percent
	Goal	SBE – Goods & Servi	ces 1.00%
	Reason	ns for Recommendation	
SMALL BUSINESS ENTERPR	ISE - GOODS & SERV	ICES (SBE-G&S).	
	ted on the project w bidder is free to util trades found on the	orksheet is a recommenda lize any other applicable co	tion based on the project scope and ommodities/services that are not Goods & Services Goal.
		ontract Measure Recomme	ndation
Subtrade Sodding Services			<u>Category</u> SBE-Services
Living Wages: YES Responsible Wages: YES	NO X Highw	vay: YES NO X	Heavy Construction YES NO X
Our SBD	Rirector		4/2/2025 Date

Temporary Road on NW 170th Street. From

NW 105th Avenue to NW 97th Avenue

20250067

APPENDIX B OF THE SUPPLEMENTARY CONDITIONS DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINSTRATION FORMS (300, 300A AND 301

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. employee health and must be used in a manner that

|--|--|

Form approved OMB no. 1218-0176

State

Establishment name City You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904. 8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

dentii	dentify the person		Describe the case	he case		Classi	Classify the case	ase				
(A)	(B) Fundaments name	(C)	(D)	(E)	(F) Decomine injury of illness ware as hody officered	CHECK OF	ONLY ONE n the mos	CHECK ONLY ONE box for each case based on the most serious outcome for that case.	case ome for	Enter the number of days the injured or ill worker was:	Check the "Injury" column or	column or
	Emproyee's name	(e.g., Welder)	or onset	(e.g., Loading dock north end)	Describe right of inness, parts of body anecreu, and object/substance that directly injured			Remaine	Remained at Work		(M)	ss
			SS THE TO		right forearm from acetylene torch)	Death	Days away from work	3 !	Other record-	Away On job from transfer or work restriction	Skin disore Respirator condition Poisoning	Hearing lo All other sassarlli
						<u>©</u> (Î [€ [១ ((K)	(2) (3)	
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blic report instructi respond t	blic reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required respond to the collection of information unless it displays a currently yald OMB control number. If you have any comments	mation is estimated to a d, and complete and rev t displays a currently va	view the collection of lid OMB control num	er response, including time to review information. Persons are not required nber. If you have any comments	Be sure to transfer these totals to the Summary page (Form 300A) before you post it.	nese totals to	the Summary	, page (Form 300	A) before you pos	it.	Injury Mespiratoric Condition Condition	sol gninsəH ədho IIA əssənlli
out mese alysis, Ro	out these estimates or any other aspects of this data collection, confact. US Department of Labor, US HA Office alysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.	ata collection, confact: 1 NW, Washington, DC 2	US Department of La '0210. Do not send th	noor, OSHA Office of Statistical to completed forms to this office.					•	Page of	(1) (2) (3) (4)	(2) (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses



U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log, If you had no cases, write "0." Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases Total number of Tota deaths awa	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(9)	(H)	(0)	(7)
Number of Days	ays		
Total number of days away from work		Total number of days of job transfer or restriction	
(X)	·	(L)	
Injury and Illness Types	ness Types		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

(6) All other illnesses

(3) Respiratory conditions

(2) Skin disorders

Total number of . . .

(1) Injuries

(4) Poisonings(5) Hearing loss

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Fersons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Your establishment name	State ZIP	Industry description (e.g., Manufacture of motor truck trailers)	Standard Industrial Classification (SIC), if Known (e.g., 3715)		North American Industrial Classification (NAICS), if known (e.g., 336212)	Frankoumont information (Town And Land dense Gauss on do	Worksheet on the back of this page to estimate.)	Annual average number of employees	Total hours worked by all employees last year	ere	Knowingly falsifying this document may result in a fine.	I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	тте Ттие	Date
Your estab	City	Industry d	Standard I	OR	North Am	Emplo	Worksheet o	Annual ave	Total hour	Sign here	Knowing	I certify tl knowledg	Company executive	Phone

OSHA's Form 301

Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Form approved OMB no. 1218-0176

the Log of Work-Related Injur accompanying Summary, the employer and OSHA develc This Injury and Illness Incider first forms you must fill out related injury or illness has and severity of work-related

illness has occurred, you mu Within 7 calendar days information that a recordab equivalent. Some state work insurance, or other reports substitutes. To be considered any substitute must contain asked for on this form.

this form on file for 5 years According to Public Lav 1904, OSHA's recordkeepin which it pertains.

may photocopy and use as n If you need additional or

Completed by

Phone (_

Title

	Information about the employee	Information about the case
nt Report is one of the when a recordable work-	J) Full name	10) Case number from the Log [Transfer the case number from the Log after you record the case.)
occurred. Together with	2) Street	11) Date of injury or illness///
se forms help the	CityStateZIP	
l incidents.	3) Date of birth//	14) What was the employee doing just before the incident occurred? Describe the activity, as well as the
after you receive de work-related injury or ast fill out this form or an	4) Date hired/	tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
iers compensauon, may be acceptable d an equivalent form		
all the information	Information about the physician or other health care professional	15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
w 91-596 and 29 CFR grule, you must keep following the year to	6) Name of physician or other health care professional	
opies of this form, you nany as you need.	7) If treatment was given away from the worksite, where was it given? Facility	16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
	Street	
	CityStateZIP	
	8) Was employee treated in an emergency room? 17 Yes 18 No	17) What object or substance directly harmed the employee? Examples: "concrete thoor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
Date	9) was employee hospitalized overnight as an in-patient? \(\text{Nes} \) \text{Yes} \(\text{No} \) \text{No}	
		Is) If the employee died, when did death occur? Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information to have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact. US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

APPENDIX C OF THE SUPPLEMENTARY CONDITIONS

LCP TRACKER

Contractor Quick Start Guide

Version: 2 Date: 8/3/2022





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Contractor Quick Start Guide

At LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing Wage Software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries can be flagged to Contractors preemptively, allowing them to submit data with corrections implemented. (This is contingent on how the Administrator set up their Project validations). Once you have submitted your CPR, an electronic version will be available, and you will have access to all Contractor reports within LCPtracker.

It is important to understand that the LCPtracker validation rules operate to assist you in your compliance process only insofar as the correct classifications are chosen by the user, and the correct data is entered by the user.

Contacting LCPtracker Support

There is no cost to Contractors for this service or for online training. We have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a "no reply" email address from LCPtracker (i.e., NOREPLY@LCPtracker.com). This email, with login instructions, will be sent to Contractors once they're assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support:



- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat



If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below (because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on).

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is please be a specific as possible so we can re-create the issue

LCPtracker Training Options

Contractors can access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.



Add/Edit Employee

This section is used to enter Contractor employee's personal information.

To add an employee into system or edit someone already in system, click 'Set Up' and then 'Add/Edit Employee'.



Add/Edit Employee Information

Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field(*) is required by the Agency, and the system will not save unless the information is entered in the required fields.



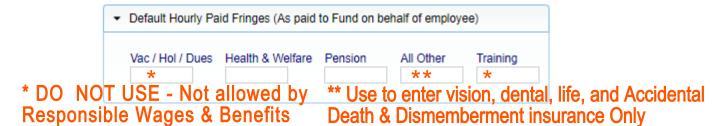
Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a 'time saver'. It is optional to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the 'Calculate Fringes' button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked.

*If there are any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.

**If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, skip this section and use the 'Fringe Benefit Maintenance' table to enter your hourly fringe rates into system.

<u>Note</u>: Any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.



Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under the 'other' deduction section. Any amount listed in 'other' will then dictate that 'other deduction notes' are required.

1. Payroll Records Tab

Default Other Deductions Notes

There are five methods of payroll entry available to all Contractors:

- 1. Copy Payroll feature in LCPtracker
- 2. Upload from a payroll system export file
- 3. Upload from the Excel spreadsheet
- 4. Direct Payroll Subscription / Interface (DPI)
- 5. Manual entry

1. Copy Payroll

This option is only available if a week of payroll has been previously completed. In the Payroll Records tab, click the 'Copy Previous Payroll' button, select the project, then select the CPR to be copied.





2. Upload from a Payroll System Export File

In the Payroll Records tab, click the 'Upload Records' button, then click the 'Accounting Systems' button, you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file.

To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click the 'Resources' tab, then select 'Partners'. If you do not find your payroll company and would like to see if there is an opportunity to partner, please fill out the informational form listed under the "Upload Records" section and someone from LCPtracker will contact you.



Click on the name of your payroll company, and a list of directions on how to obtain your export file will be available, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

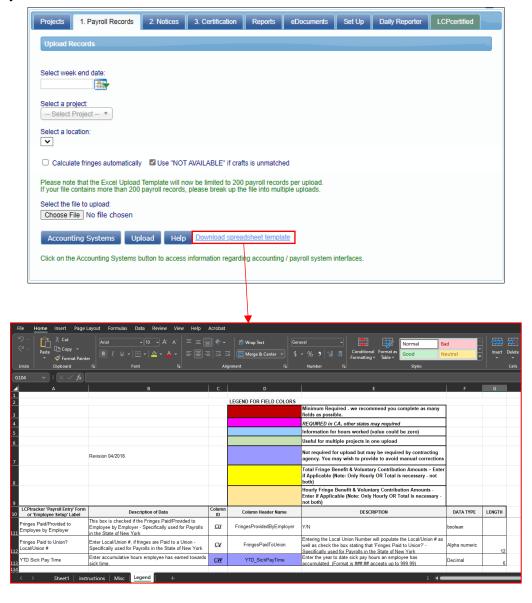


Once you have the export file, you can use it to upload your CPR using the "Upload Records" button.

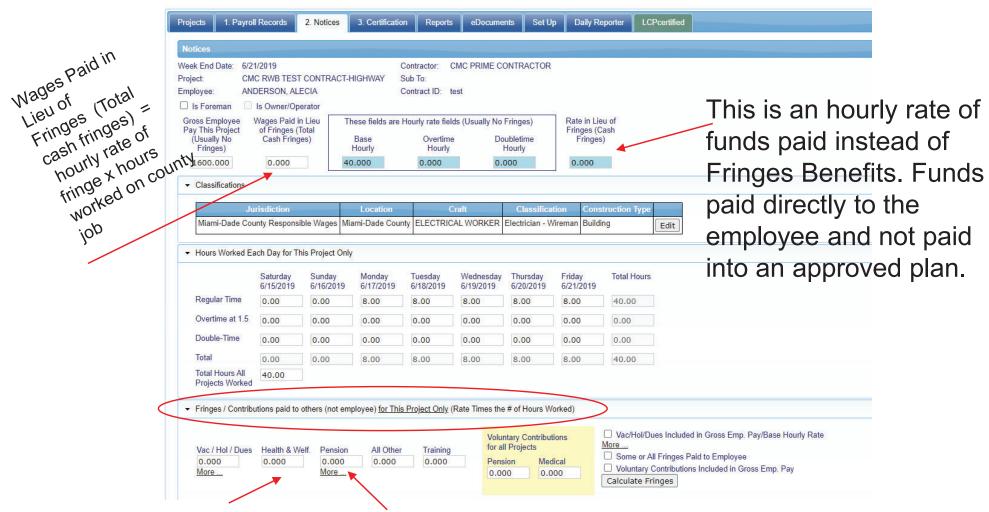
3. Upload from the Excel Spreadsheet

There is an Excel spreadsheet template available for you to download in the same 'Upload Records' section mentioned above. There is a legend as well as instructions available on the Excel template.

Information can be manually entered into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.



Entering Fringe Benefits on LCPTracker



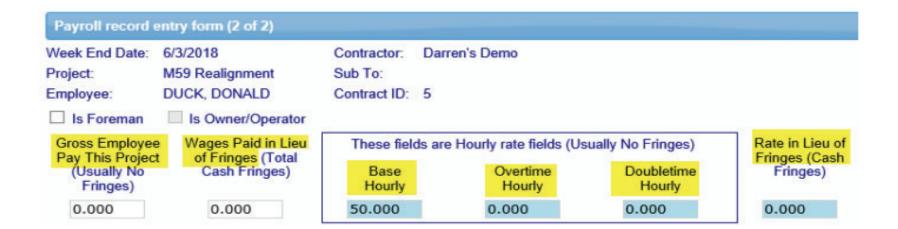
Paid into approved Plan.

- ➤ Health Insurance
- ➤ Dental Insurance
- ➤Vision Insurance
- ▶Life Insurance
- >Accident Death & Dismemberment

Paid into approved Plan

- Pension Plan
- > 401K

Page **8** of **1**8



Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).



Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund or program, please list the hourly rate paid here.

<u>Base Hourly</u> – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Awarding Body.

<u>Doubletime Hourly</u> – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Awarding Body.





4. Direct Payroll Subscription/Interface (DPI)

This option allows you to choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that 'Upload Records' button.



5. Manual Entry

For Manual Entry, in the 'Enter Records' tab, you will enter a record each week for every employee that performs work covered by prevailing wages on their project.



If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) enter two separate pay records to show that they are being paid according to the work performed.

Amounts Paid (top section of the Payroll Record Entry Form)

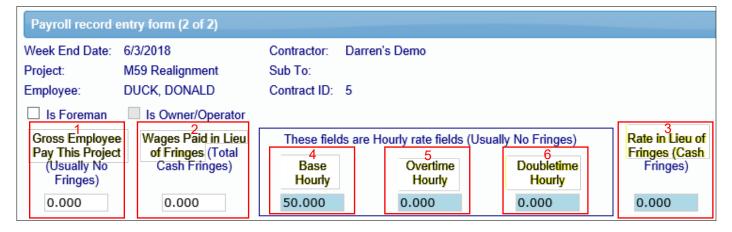
Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.

- Gross Employee Pay This Project The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).
- 2. Wages Paid-in-Lieu of Fringes The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically



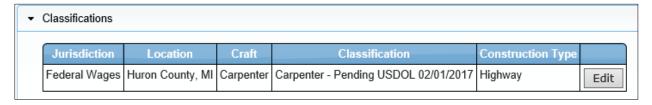
determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

- 3. Rate-in-lieu of fringes The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund, or program, please list the hourly rate paid here.
- 4. Base Hourly The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.
- 5. Overtime Hourly The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.
- 6. Doubletime Hourly The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.



Classifications

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Remember that if your employee worked in more than one classification within this work week, you would need to enter a separate payroll record for that classification).



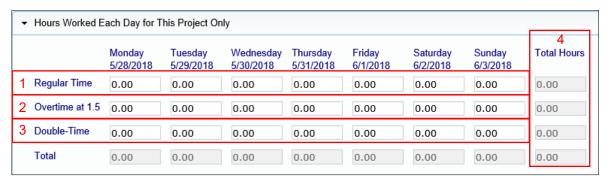
Hours Worked Each Day for This Project Only

Enter the hours worked each day.

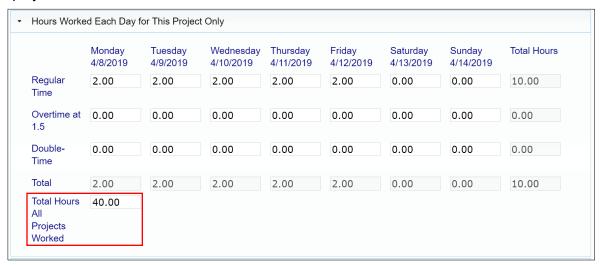


The first row is for regular time worked(1), the second row is for overtime worked(2) and the third row for is for double time worked(3).

ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column(4).



Note: If turned on by the Administrator, you may see an additional field 'Total Hours All Projects Worked' listed in the hours section. If so, this field will require a manual entry for your employee's full hours worked that week.



Fringes/Contributions Paid to Other (Not Employee) for This Project Only

You may utilize this section in two different ways:

- Auto calculate
- Manual entry



* DO NOT USE - Not allowed by Responsible Wages & Benefits

** Use to enter vision, dental, life, and Accidental Death & Dismemberment insurance Only



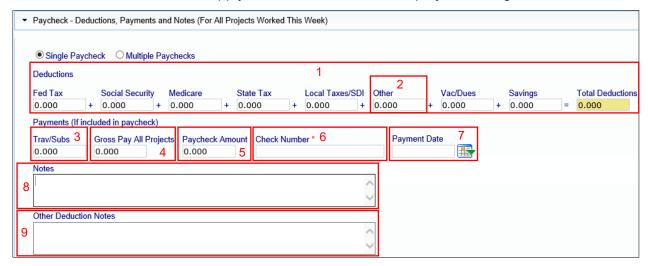
Auto Calculate: The first is by simply clicking the 'Calculate Fringes' button so that the system automatically calculates the fringe benefit rates paid.

Manual Entry: This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup, then that value carries over.

Paycheck - Deductions, Payments, and Notes

Values entered in this section apply to all hours worked on all projects during the week.



- 1. <u>Deductions</u> the 'Total Deductions' box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.
- 2. Other Deduction this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the 'Other' deductions field, an 'Other Deduction Note' will become required.
- 3. <u>Trav/Subs</u> this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and Net pays are correct.
- 4. <u>Gross Pay All Projects</u> the gross amount on the paycheck for the week including all projects worked.
- 5. <u>Paycheck Amount</u> this is also referred to as Net pay. This is the actual amount of pay the employee received.
- 6. <u>Check Number</u> you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If



you utilize direct deposit and no check numbers exists, enter 'DD'.

- 7. Payment Date this is the actual date of the paycheck. Not all Agencies require this field.
- 8. <u>Notes</u> this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.
- 9. Other Deduction Notes if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write "other deduction" or "N/A".

Saving the Payroll Record

When you have completed all the above-mentioned fields, Click Save.

SAVE WITH NO NOTICES

With a successful save you will get this message:



SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll through the payroll record to see what you have missed that may be a required field.





2. Notices Tab

Once you have entered all payroll records for the week, go to the '2. Notices' tab to check and see if you have any payroll Notices.

After your records have been saved: there could be issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen, this will display in the Notices tab.

If an employee is displayed on the notices screen (see below), the notice will need to be cleared.



To clear the notice, click on the Edit button to the right of the employee's name. This will take you back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, there are options on how to get help. You can click on the Video Assistance 'Play Now' button and you will see a video that explains what the notice is and how to address it, or you can contact our <u>Support</u> department and they will assist you.

All Notices must be cleared to certify the payroll.

3. Certification Tab

It's time to certify your payroll! You will do this for each week beginning when you first start work on your project until the last week on the project.

There are three options available to you when you certify your payroll:

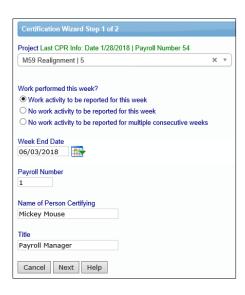
- 1. Certify a payroll for a week during which work was performed
- 2. Certify a payroll for a week during which no work was performed (non-work week payroll)
- 3. Certify a payroll for multiple consecutive weeks during which no work was performed



Certification Wizard - Step 1 of 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next



Certification Wizard - Step 2 of 2

The Statement of Compliance (SOC) portion of your certified payroll report will display.

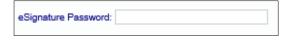
You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a paid into an approved plan, fund, or program
- 4b paid in cash to the employee
- 4c section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory is you are *recertifying* a CPR.

You may also click on a checkbox to note if your CPR is a final.

Enter your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e- Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)



You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.

Remember that your CPR's will always be stored in your account to access at any time, so you may decide not to print out hardcopies.



State Specific Uploads

California DIR XML Upload

If you perform work on a California Public Works project, you also need to upload your payroll to the Department of Industrial Relations (DIR) eCPR system. Once you've certified your payroll, you can download the DIR XML file to upload.

Instructions to find and upload this file:

- · Click on the Projects tab
- Click on the Certified Payrolls tab
- · Locate the week ending payroll file you need
- Click on the DIR XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the DIR eCPR system



Washington L&I XML Upload

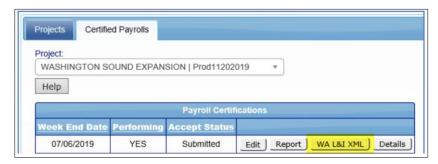
Beginning in January 2020, weekly certified payroll reports are required to be filed online with Washington State Department of Labor and Industries, or WA L&I, at least once a month for all public works projects. Once you've certified your payroll, you can download the WA L&I XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- · Click on the Certified Payrolls tab
- · Locate the week ending payroll file you need
- Click on the WA L&I XML button (make sure your pop-up blockers are off)
- Save this file to your desktop



Upload into the WA State PWIA portal

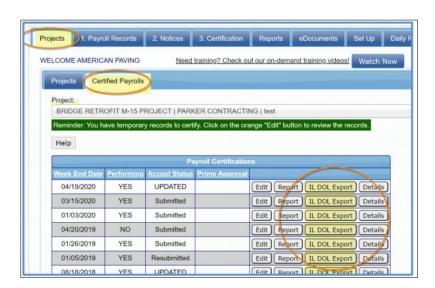


Illinois DOL Export Upload

Beginning in September 2020, weekly certified payroll reports are required to be filed online with the Illinois Department of Labor, or IDOL, by the 15th of each month for all state-funded public works projects. Once you've certified your payroll, you can download the IL DOL XML file to upload.

Instructions to find and upload this file:

- · Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the IL DOL Export button (make sure your pop-up blockers are off)
- · Save this file to your desktop
- Make any manual additions/adjustments to the CSV file
- Upload into the IDOL portal



Should you find that you have any further questions, please consult either the Contractor User Manual or call our Support department.