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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. With regards to Miscellaneous Construction Contracts (MCC) 7040 Plan Request for Price Quotations:
  - a. Only bidders included on the Project's Bidders List, provided by the Internal Service Department, Procurement Management Division to the DTPW, can submit a bid.
  - b. Only timely bids received from bidders included in the Project's Bidders List will be considered.
7. 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.

# CONTRACT SPECIFICATIONS

DEPARTMENT OF TRANSPORTATION  
AND PUBLIC WORKS

## BID DOCUMENTS

METRORAIL 3<sup>RD</sup> RAIL ISOLATION  
DISCONNECT  
SWITCHES REPLACEMENT

CONTRACT No. IRP338-DTPW23-CT

PROJECT No. IRP338

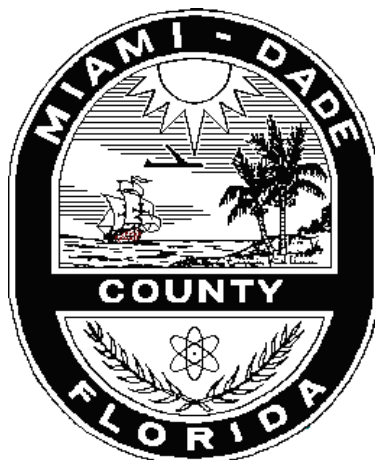
VOLUME I OF II

FEBRUARY 2024



CONTRACT No.: IRP338-DTPW23-CT

# MIAMI-DADE COUNTY FLORIDA



**Honorable Daniella Levine Cava, Mayor**

**Honorable Oliver G. Gilbert, III, Chairman**

**Honorable Anthony Rodriguez, Vice Chairman**

**Honorable Oliver G. Gilbert, III  
District 1**

**Honorable Marleine Bastien  
District 2**

**Honorable Keon Hardemon  
District 3**

**Honorable Micky Steinberg  
District 4**

**Honorable Eileen Higgins  
District 5**

**Honorable Kevin Marino Cabrera  
District 6**

**Honorable Raquel A. Regalado  
District 7**

**Honorable Danielle Cohen Higgins  
District 8**

**Honorable Kionne L. McGhee  
District 9**

**Honorable Anthony Rodriguez  
District 10**

**Honorable Roberto J. Gonzalez  
District 11**

**Honorable Juan Carlos Bermudez  
District 12**

**Honorable René García  
District 13**

**Geri Bonzon-Keenan  
County Attorney**



**METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES  
REPLACEMENT**

**PROJECT NO. IRP338**

**CONTRACT NO. IRP338-DTPW23-CT**

**BID DOCUMENTS**

**FEBRUARY 2024**

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT  
PROJECT NO. IRP338  
CONTRACT NO. IRP338-DTPW23-CT

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DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

INVITATION TO BID

## INVITATION TO BID

Miami-Dade County  
Department of Transportation and Public Works  
Construction Services for the METRORAIL 3RD RAIL ISOLATION DISCONNECT SWITCH  
REPLACEMENT  
Contract No.: IRP338-DTPW23-CT

### **BID SUBMITTAL DEADLINE:**

Miami-Dade County, hereinafter known as MDC, will receive sealed bids on March 6, 2024 on behalf of the Department of Transportation and Public Works (DTPW) by the Office of the Clerk of the Board of County Commissioners, Stephen P. Clark Center, Room 17-202, 111 NW 1<sup>st</sup> Street, Miami, FL 3312, until 2:00 p.m., Local Time, or as modified by addendum for the Construction Services for the METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCH REPLACEMENT, Contract No. IRP338-DTPW23-CT.

The project will be located in Miami-Dade County, State of Florida and consists of construction services for the 3<sup>rd</sup> Rail Isolation Disconnect Switch Replacement.

The Request to Advertise approved by MDC contains an engineer's base estimate in the amount of \$5,153,014.00 (excluding of all allowance accounts).

The contract duration will be 670 Calendar days for substantial completion and 730 Calendar days for final completion.

### **PRE-BID CONFERENCE:**

Pre-Bid Conference and Site-Visit Meeting shall be held on Tuesday, February 13, 2024, at 10:00 AM. Both Meetings shall be held together. Please reference the meeting details below.

Location of Meeting: William Lehman Center, 6601 NW 72<sup>nd</sup> Avenue, Miami, FL 33166.

The Pre-Bid Conference and Site Visit Meeting is Mandatory; all potential bidders must attend the meet in person in order to be eligible to submit a bid.

### **REQUEST FOR INFORMATION (RFI) AND ADDENDA:**

All RFI's and Addenda will be published at <https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations>, under project number IRP338-DTPW23-CT. Please make sure to have the latest Bid Form version and check all RFI's and Addenda, before submitting your proposals.

### **BID OPENING:**

Bids received after the bid submittal date and time stipulated above will not be considered. Timely submitted Bids will be taken after the Bid submittal deadline to a room in the Stephen P. Clark Center designated by the Clerk of the Board.

The County reserves the right to postpone or cancel the bid opening at any time prior to the scheduled opening, reject any and or all Bids, to waive informalities and irregularities, or to re-advertise the Project. The County, choosing to exercise its right of rejection, does so without imposition of any liability against the County.

**SCOPE OF WORK:**

Installation of the necessary conduits, inner ducts and fiber optic cables (single mode only), Fiber panels and related equipment needed to create a Fiber Optic Ring SCADA Network to connect all 52 disconnect switches to the Traction Power Nucleus at the Palmetto Yard Tower. A total of 58 Disconnect Switches are required, 52 for the Palmetto Yard (PYD) and on the Mainline, 2 for the Dadeland South Tail Track, 2 for Government Center Station and 2 for the Gap Tie 3/Palmetto Transition Area. Remove and replace the existing 46 switches and add 6 new switches at the ends of the 3 storage tracks at PYD. Remove/Replace existing 6 switches located on the Mainline. High Pot Test all Jumper Cables before reconnecting to the new Disconnect Switches, replaced bad cables as needed. Provide and install new Fiber Optic Patch Panels and PLCs as needed to connect the control and indication through SCADA to the Nucleus at Central Control for the new Disconnect Switches at South end of the Government Center Station. Install and connect the necessary wiring for the power and switch position indications to the Central Control Nucleus between the Communications room at Dadeland South Station and the Tail Track Disconnect Switches. 2 spare inputs and 2 spare outputs shall be provided at each PLC/fiber equipment location for future use. Note that fiber optic ring will be installed inside Palmetto Yard only. Switch locations outside Palmetto Yard on Mainline will be connected via copper wires.

**BID DOCUMENTS:**

Electronic form of Bid documents may be purchased from the Miami-Dade County Department of Transportation and Public Works, Contract Services, located at 111 NW 1<sup>st</sup> Street, 14<sup>th</sup> Floor, Miami, Florida 33128 for a non-refundable fee of Seventy Five Dollars (\$75.00) per each complete set of electronic documents. Payment shall be in the form of a company check, cashier's check, or money order payable to "Miami-Dade Department of Transportation and Public Works." These Solicitation and Contract Documents contain instructions and requirements, not addressed by this Advertisement, that are essential to the preparation and submittal of Bids. For additional information please contact Daniel Viaud at [Daniel.Viaud@Miami-dade.gov](mailto:Daniel.Viaud@Miami-dade.gov).

Acknowledgment of receipt by Bidders of all addendums and Request for Information (RFI's) remain a requirement when submitting Bids.

The deadline for submittal of RFI's is close of business, March 1, 2024.

**BONDS (BID, PERFORMANCE AND PAYMENT):**

Each Bid must be accompanied by a certified check or acceptable bid bond in the amount of five percent (5%) of the proposed total bid amount as guarantee that the Bidder, if awarded the Contract will provide, as set forth in the Bid Documents, a Performance and Payment bond satisfactory to Miami-Dade County, equal to one hundred (100%) percent of the Contract award amount. Bidders may not withdraw their bids for a period of one-hundred and eighty (180) calendar days after the bid opening, after which they may be requested to extend their bids until either a Notice of Contract

Award or a Notice of Rejection of Bids has been filed with the Clerk of the Board, Miami-Dade County.

## **CONTRACTOR CERTIFICATION AND EXPERIENCE REQUIREMENTS**

### **Certificate of Competency Requirements:**

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:

Miami-Dade County Contractor's Certification is required in one of the following categories: Electrical Contractor or a State of Florida Electrical Contractor, and other specialty contractors as necessary to perform all work..

### **Experience Requirement:**

As per Miami Dade County Resolution R-1122-21, 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 is similar in detail to the Project's Scope of Work described in the 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 fifteen years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities.
- b. Experience in accelerated and phased approach project delivery is highly desired.

The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

For additional information and format, please refer to Bid Documents, Qualifications and Experience Requirements.

### **Special Requirements:**

5 years of experience with DC Systems in a Transit environment including cabling, Fiber Optics and Programable Logic Controllers installation and programing of SCADA Networks, testing and commissioning for revenue service. Contractor shall provide work references for verification.

## **SMALL BUISNESS DEVELOPMENT DIVISION**

In accordance with Miami-Dade County A.O. 3-22, no SBE-CON measures have been established for this Project. A Small Business Development Division (SBD) has established a Community Workforce Program goal of 10.00% to the overall project.

SBD has established Miami Dade County Responsible Wages – Building to the overall project.

## **COLLUSION AFFIDAVIT:**

Pursuant to Section 10-33.02.1 of the Miami-Dade County Code, bidders on County construction contracts are requested to complete and submit the Collusion Affidavit form included with the Bid Documents. Any person or entity that fails to submit the required affidavit in accordance with the aforementioned Code shall be ineligible for contract award. "Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid/proposal bond."

**CONE OF SILENCE:**

Pursuant to Section 2-11.1(t) of the County Code and Administrative Order 3-27 ("Cone of Silence Provisions"), as amended, a "Cone of Silence" is imposed upon RFPs, RFQs, or bids after advertisement and terminates at the time the County Mayor issues a written recommendation to the Board of County Commissioners. Written communications are to be submitted via e-mail to <mailto:Katherine.Fernandez@MiamiDade.gov> and to [jeanbernard.philippeaux@miamidade.gov](mailto:jeanbernard.philippeaux@miamidade.gov) with a copy to the Clerk of the Board at [Clerk.Board@miamidade.gov](mailto:Clerk.Board@miamidade.gov). The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request.

**BID IS SUBJECT TO THE FOLLOWING PROVISIONS AMONG OTHERS:**

Where not otherwise precluded by state or federal law, the overall per hour rate shall be the Responsible Wages and Benefits pursuant to Section 2-11.16 of the Code of Miami Dade County.

All provisions are applicable to the contract, including Equal Employment Opportunity; Ordinance No. 91-142, Family Leave Ordinance; Ordinance No. 92-15, Drug-Free Workplace Ordinance; Ordinance No. 93-129, Contractor Debarment Ordinance; Ordinances Nos. 97-35 and 97-104 Fair Subcontracting Practices; Resolution No. R-702-98 (Repeals and supersedes Resolutions Nos. R-1206-97 and R-366-97) Welfare to Work Initiative; and Ordinance No. 98-30, County Contractors Employment and Procurement Practices.

Bidders may request a copy of any ordinance, resolution and/or administrative order cited in this bid solicitation, by contacting the Clerk of the Board at 305.375.5126.

**DANIELLA LEVINE CAVA, MAYOR  
MIAMI-DADE COUNTY**

**JUAN FERNANDEZ-BARQUIN, CLERK OF THE BOARD DIRECTOR  
MELISSA ADAMES, SENIOR DEPUTY CLERK  
CLERK OF THE BOARD DIVISION**

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

INSTRUCTIONS TO BIDDERS

## Instructions to Bidders

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- ARTICLE 5 Examination of Bidding Documents and Site Investigation
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## ARTICLE 1 DEFINITIONS

1.01 Terms used in these Instructions to Bidders have the meanings of the definitions provided in the Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
- B. Department— Miami-Dade County Department of Transportation and Public Works.
- C. Engineer—The County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

## ARTICLE 2 COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents for the amount stated in the advertisement or invitation to bid may be purchased from the Department.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither County nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

## ARTICLE 3 BIDDER QUALIFICATIONS

3.01 Certificate of Competency Requirement:

- A. Include with the bid submittal package, copies of certifications and documentation that demonstrate that 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 Documents, the Bidder holds a valid, current, and active:

Miami-Dade County Contractor's Certification is required in one of the following categories: General Building Contractor, General Engineering, or other categories as applicable to Chapter 10 of the Code, or State of Florida General Contractor's License.

3.02 Special Requirements:

This project requires a State of Florida Professional Engineer, an accredited steel fabricator with AISC Highway Metal Components ISO 9001 AWS CWF, and a galvanizing firm – member of American Hot-Dip Galvanizers Association Inc.



### 3.03 Experience Requirement:

A. In addition to the required licenses, bidders should be able to demonstrate, through prior experience, the ability to construct projects of similar size and scope, as described in the project's Summary of Work. Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation may not be considered for award. For additional information and format, please refer to Bid Documents, Qualifications and Experience Requirements.

1. List and describe those projects performed for government clients, similar size private entities, and any work performed for the County

2. Identify for each project:

- a. Name of the client/owner,
- b. Client/Owner contact person, phone number and E-Mail address for reference,
- c. Description of work,
- d. Total dollar value and duration of the contract,
- e. Statement or notation of whether Bidder is/was the prime contractor or subcontractor, and
- f. Results of the project.

3.04 If Bidder is a joint venture, the joint venture entity, of whatsoever nature or qualifications, must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations. Joint Venture Contractors not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the Department of Professional Regulations (DPR) attesting that they have satisfied the requirements of the State of Florida Department of Professional Regulations pertaining to the Qualifications of Joint Ventures. Such letters must be submitted at the time of award.

### 3.05 Subcontractors, Suppliers and Others

- A. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to the Department in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the Department a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.
- B. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by the Department.
- C. If the Department, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, the Department may, before the Recommendation

of Award is given, request apparent Successful Bidder to submit a substitute. If apparent Successful Bidder declines to make any such substitution, the County may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder.

#### ARTICLE 4 SMALL BUSINESS DEVELOPMENT DIVISION

4.01 Small Business Development Division (SBD) has established a Community Workforce Program goal of 10.00% to the overall project.

4.02 SBD has established Miami Dade County Responsible Wages – Building to the overall project.

#### ARTICLE 5 EXAMINATION OF BIDDING DOCUMENTS AND SITE INVESTIGATION

5.01 Information given anywhere in the Bidding Documents relating to geotechnical information should not be considered by prospective Bidders to conclude that the subsurface conditions will be consistent between test information locations. All such information was prepared for the information of the Department's Engineers only, and permission to examine the same is extended to prospective Bidders for their convenience. In no event is such information, including any shown in the Bidding Documents, to be considered a part of the prospective contract.

5.02 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to County by owners of such Underground Facilities, including County, or others. Provisions concerning responsibilities for the adequacy of data furnished with respect to subsurface conditions, other physical conditions, Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in the Bidding Documents.

5.03 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine the complete set of Bidding Documents and all related data identified therein; visit the Site(s) identified in the Bidding Documents and become familiar and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. General and local conditions that must be considered include, but are not limited to, those pertaining to transportation, pedestrian 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;
- B. Become familiar and satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- C. Carefully study all available information including reports of explorations and tests of subsurface conditions at or contiguous to the Site(s);

- D. Consider the information known to Bidder; information commonly known to contractors performing work in Miami-Dade County comparable to the work described in the Bidding Documents; information obtained from visits to the Site(s); and the Bidding Documents including all information contained or referenced therein, with respect to the effect of such information and observations on:
1. The cost, progress and performance of the Work;
  2. The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder or required by the Bidding Documents; and
  3. Bidder's compliance with all applicable labor laws;
- E. Agree at the time of submitting Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the prices bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Become aware of the general nature of the work to be performed or coordinated by the County and others at the Site(s) that relates to the Work as indicated in the Bidding Documents;
- G. Promptly give written notice of all conflicts, errors, ambiguities, and discrepancies noted by Bidder in the Bidding Documents and confirm that a written resolution is provided by Engineer that is acceptable to Bidder;
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.04 The submission of a Bid will constitute an irrefutable representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 5.05 Each 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 to be performed within Miami-Dade County Public Right-of-Ways. 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.

## ARTICLE 6 PRE-BID CONFERENCE

- 6.01 A pre-bid conference will be held at the time and place stated in the advertisement or invitation to bid. Representatives of the County will be on the call to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda or responses as Engineer considers

necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

- 6.02 A virtual Site Visit will be held at the time and place stated in the advertisement or invitation to bid. Representatives of the County will be present to discuss the Project.

## ARTICLE 7 RIGHT-OF-WAY AND OTHER AREAS

- 7.01 Unless otherwise stipulated in the Bidding Documents, the right-of-way where the Work is to be constructed is either owned or will be acquired by the County prior to the anticipated start of construction.
- 7.02 All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## ARTICLE 8 INTERPRETATIONS AND ADDENDA

- 8.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued in writing mailed or delivered to all parties recorded by the Department as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by County or Engineer.

## ARTICLE 9 BID SECURITY

- 9.01 Simultaneously with the delivery of the Bid to the County, on or before the bid due date and time, the Bidder must deliver to the County a bid security in the form of a Bid Bond on the form provided by the County in the Bidding Documents or in Cash, in the form of a Certified Check, or Cashier's Check made payable to Miami Dade County, Department of Transportation and Public Works, 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."
- 9.02 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 same qualifications established for Payment and Performance Bonds.
- 9.03 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.

9.04 Bid security of the Successful Bidder will be retained until such Bidder has executed and delivered the Contract Documents, furnished all required documents and Bonds, and met all other conditions of the Recommendation for Award. After which the Bid Security, other than Surety Bond, will be returned to the Successful Bidder. If the Successful Bidder fails to comply with all of the aforementioned requirements within ten days of the date of the Recommendation of Award, County may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be County's exclusive remedy if Bidder defaults.

9.05 Bid security of other Bidders whom County believes to have a reasonable chance of receiving the award may be retained by County until the earlier of seven days after the Effective Date of the Agreement or 181 days after the Bid opening, whereupon Bid security furnished by such Bidders, will be returned.

9.06 Bid security of other Bidders whom County believes do not have a reasonable chance of receiving the award will be returned within ten days after the Bid opening.

## ARTICLE 10 CONTRACT DURATION

10.01 The Contract duration is **730** Calendar Days from the Notice to Proceed date.

## ARTICLE 11 SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement and is subject to the requirements of the Contract Documents.

## ARTICLE 12 PREPARATION OF BID

12.01 If the Bid is made by:

- A. An individual, a sole proprietorship or an individual operating under a trade name; the Bid must be signed by the individual/owner and the name and official post office address of the individual/owner must be shown.
- B. A partnership, the Bid must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

- C. A corporation, the Bid must be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
  - D. A limited liability company, the Bid must be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
  - E. A joint venture, the Bid must be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. All names shall be printed in ink below the signatures on the Bid Form.
- 12.03 Erasures or alterations shall be initialed in ink by the person signing the Bid Form. Bid prices must be filled in ink, in both words and figures as required by the Bid Form. All forms required by the Bidding Documents to be submitted with the Bid must be completed and submitted with the Bid at the time of Bid.
- 12.04 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.05 Bids must be submitted only on the 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 Addenda shall be used.
- 12.06 The Bid form may contain unit price items; the quantities stated therein are approximate only and are intended to serve as a basis and to fix the approximate amount of the cost of the Contract. The County does not expressly or impliedly agree that the actual amount of the work done in the performance of the contract will correspond with the aggregate quantities in the Bid or work orders assigned; the amount of work done may be more or less than the said quantities and may be increased or decreased by the Engineer as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided elsewhere in the Contract Documents.

## ARTICLE 13 BASIS OF BID; COMPARISON OF BIDS

### 13.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
- C. In the event of any discrepancy in the entries for the price of any item of Work, 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.

## ARTICLE 14 SUBMITTAL OF BID

14.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.

## ARTICLE 15 MODIFICATION AND WITHDRAWAL OF BID

15.01 A Bid may be modified by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the advertised date and time for the submittal of Bids.

15.02 A Bid may be withdrawn by a written and signed request for the withdrawal of the Bid by the Bidder to the County delivered to the place where Bids are to be submitted prior to due date and time for the submittal of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## ARTICLE 16 OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly.

## ARTICLE 17 EVALUATION OF BIDS AND AWARD OF CONTRACT

17.01 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.

17.02 Rejection of Irregular Proposals. Proposals 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.

17.03 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.

17.04 The Recommendation for Award, if any, will be made to the Bidder whose Bid is found to be responsive to the Solicitation Documents, offered by a responsible contractor, is the lowest such

responsive and responsible bid and is found to be in the best interest of the County. The award recommendation is subject to protest for a period of three (3) days immediately following the filing of the Mayor's / Mayor's Designee recommendation with the Clerk of the Board. The actual award of the contract is not final until the Mayor / Mayor's Designee, pursuant to the authority vested in him by the Board of County Commissioners, executes the Contract Documents.

- 17.05 For the purpose of determining the lowest value response received from a responsive and responsible Bidder, the Department shall use the total of all base bid items. Contingency Allowance and Dedicated Allowance items will not be considered in the determination of the lowest bid. The County reserves the right to adjust the Contingency Allowance and Dedicated Allowances prior to the approval of the award if deemed in the best interest of the County. The Contract shall be only for the base bid; however, the approval of contract funding by the Board of County Commissioners shall contain the total of the base bid plus the Contingency Allowance and all Dedicated Allowances. If a payment and performance bond is required, the payment and performance bond shall be provided for the full value of the Contract, to include the value of all Contingency and Dedicated allowance accounts approved by the Board of County Commissioners.
- 17.06 In determining the lowest responsive and responsible Bidder, the County in its sole discretion, may elect to include any options or alternatives which it deems advisable to include in the Contract.
- 17.07 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.
- 17.08 By submitting a bid, the bidder acknowledges that the County shall have the right to investigate the existence of the above 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.
- 17.09 The Bidders should be qualified by experience, financing, and equipment to do the Work described in the Bidding 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.

17.10 Notice of Contract Award will be given to the successful Bidder by letter and electronic mail notification to the email/address stated in the submittal package by the Bidder.

#### ARTICLE 18 SIGNING OF AGREEMENT

18.01 Upon receipt of Notice of Contract Award, the successful Bidder must execute, in five(5) counterparts, each of which shall be deemed an original, the prescribed Contract Document and deliver to the Department the required number of executed counterparts of the Contract Agreement and associated documents along with the Performance and Payment Bonds, required Insurance Documents, any other required submittals stipulated as a condition of Award; all within ten (10) calendar days from the date of receipt of the Notice.

#### ARTICLE 19 SALES AND USE TAXES

19.01 Florida law provides that the purchase of construction materials or supplies by a contractor is subject to Florida sales tax at the time of the sale, even if the purchase is for or on behalf of a tax-exempt or governmental entity.

#### ARTICLE 20 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

20.01 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.

20.02 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.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

FORMS FOR BIDDING

Bid Form

Surety Bid Bond

Bidder's Statement of Qualifications and Business References

All Addendums (if applicable/Signed by Contractor)

Bid Submittal Check List Questionnaire Appendix "D"

Non-Collusion Affidavit

Firm's Responsibility Combined Affidavit

Responsible Contractor Affidavit (Form RTFE 1)

Contractor's Due Diligence Affidavit

Scrutinized Companies Affidavit

Certificate of Assurance

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

BID FORM

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

To: Miami-Dade County  
Board of County Commissioners  
Miami, Florida

Bid Opening Date: \_\_\_\_\_  
Bid Opening Time: \_\_\_\_\_  
Local Time

Gentlemen:

We \_\_\_\_\_  
Bidder's Name

have received, have examined and are familiar with the Contract Documents bearing the title **METRORAIL 3rd RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT - CONTRACT NO. IRP338-DTPW23-CT**, the forms for the Submittal of Bids and have included the cost of their provisions, in our Bid. We have examined, are familiar with, and do accept the conditions of the Work site and other conditions affecting the Work.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

CONTRACT No.: IRP338-DTPW23-CT  
BID FORM

THIRD RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT PROJECT

RPQ No. IRP338-DTPW23-CT

PROJCT No.: IRP338

**BID FORM**

IF THIS CONTRACT IS ACCEPTED, THE BIDDER AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT AS SPECIFIED IN THE CONTRACT DOCUMENTS.

**TO BE COMPLETED BY THE CONTRACTOR AT BID SUBMISSION**

	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>TOTAL</u></b>
1	Palmetto Yard Switches (Refer to Summary of work and Technical Specifications)	LS	\$
2	Government Center Switches (Refer to Summary of work and Technical Specifications)	LS	\$
3	Tail Track & Transition Area Switches (Refer to Summary of work and Technical Specifications)	LS	\$
4	Fiber Ring & Scada Network (Refer to Summary of work and Technical Specifications)	LS	\$
9	Spare parts as per Section 5.0.2 (Refer to Summary of work and Technical Specifications)	LS	\$
		<b>Total</b>	\$

<b><u>DESCRIPTION</u></b>	
Allowance Account for Unforeseen Changes - 10% of Base Bid	
<b>TOTAL (Base Bid Plus 10% Allowance Account for Unforeseen Changes)</b>	

(The Allowance Account has been established for the purpose of funding portions of the work that are unforeseeable at the time of Contract award. It is understood that the unspent portion of the allowance account is to remain with the COUNTY).

TRACTION POWER DC SWITCHGEAR REPLACEMENT  
Project No.: IRP338

Bid Form  
RPQ No.: IRP338-DTPW23-CT

**BID TOTAL INCLUDING (Base bid plus allowance account for Unforeseen Changes):**

\$
----

TOTAL BID PRICE for THE SUM

OF: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(PRINT DOLLAR AMOUNT)

**\*YOU ARE REQUIRED TO TRANSFER TOTALS TO FORM APPENDIX 5a. FAILURE TO COMPLY WITH THIS REQUEST MAY RENDER THE PROPOSAL NON-RESPONSIVE.**

THE BIDDER UNDERSTANDS AND AGREES THAT THE ABOVE GRAND TOTAL IS INCLUSIVE OF ALL WORK NECESSARY TO COMPLETE THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS, AND IF THE PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO ENTER INTO AND EXECUTE THE CONTRACT WITH THE NECESSARY BOND AND ACCEPT THE ABOVE PRICE AS FULL COMPENSATION FOR THE WORK PERFORMED UNDER THIS CONTRACT.

D.C. CERTIFICATE OF COMPETENCY NO: \_\_\_\_\_ BIDDER'S NAME: \_\_\_\_\_

BIDDER'S TELEPHONE NUMBER: \_\_\_\_\_ BIDDER'S ADDRESS: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

SURETY BID BOND

SURETY BID BOND

STATE OF \_\_\_\_\_ ) ss.:

COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto Miami-Dade County in the penal sum of Dollars (\$ \_\_\_\_\_) lawful money of the United States, which sum represents five percent of the Base Bid Total, and for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_ 20\_\_\_\_ for **CONTRACT NO. RIP338-DTPW23-CT** entitled, **METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT.**

NOW THEREFORE, if the Principal shall not withdraw said Bid within 180 days after the Bid opening date, shall submit complete information required, and shall within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with Miami-Dade County, in accordance with the Bid as accepted, and give a Surety Performance and Payment Bond with good and sufficient surety or sureties and provide the necessary Insurance Certificates, as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of withdrawal of said Bid within the period specified, or in the event of the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay Miami-Dade County the difference between the amounts specified in said Bid and the amount for which Miami-Dade County may procure the required work and supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.



IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(CORPORATE SEAL)

\_\_\_\_\_  
(printed name of corporation)

\_\_\_\_\_  
(printed state of incorporation)

By: \_\_\_\_\_  
(signature of president or vice-president & capacity)

\_\_\_\_\_  
(printed name of president or vice- president & capacity)

By: \_\_\_\_\_  
(signature of secretary or assistant secretary & capacity)

\_\_\_\_\_  
(printed name of secretary or assistant secretary & capacity)

\_\_\_\_\_

\_\_\_\_\_  
(Business address of corporation)

ACKNOWLEDGEMENT:

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

Before me personally appeared \_\_\_\_\_, as President to me well known or has presented \_\_\_\_\_ as identification and  
(Type of identification)

\_\_\_\_\_ as Secretary, to me well known, or has presented \_\_\_\_\_ as identification and known to me to be individuals described  
(Type of identification)

in and who executed the foregoing instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of the above named \_\_\_\_\_ a Corporation, and severally acknowledged that they executed such instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ . He / She is personally known to me or has presented  
(Affiant)

\_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

=====

SURETY:

(CORPORATE SEAL)

\_\_\_\_\_  
(printed name of Surety)

\_\_\_\_\_

\_\_\_\_\_  
(address of Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

By: \_\_\_\_\_  
(resident Florida agent)

\_\_\_\_\_  
(printed name of Attorney-in-Fact)

\_\_\_\_\_  
(printed name of agent)

Note: Copy of Resident Agent's current license as issued by State of Florida Insurance Commissioner must be attached.

(Power of Attorney must be attached)

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

CONTRACT No.: IRP338-DTPW23-CT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
TRANSIT ENGINEERING

BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

This statement is an integral part of the Contractor's Bid, and must be completed as directed in the Instructions to Bidders. All references and information shall be current and traceable. If Bidder is a joint venture, a separate form must be prepared by each venturer (extra forms are available from the Engineer).

NAME OF BIDDER \_\_\_\_\_

PRINCIPAL OFFICE \_\_\_\_\_

(Street Address or P. O. Number)

\_\_\_\_\_  
(City)

(State)

(Zip Code)

\_\_\_\_\_  
(Area Code) (Telephone Number)

1. Are you registered to do business in Florida? \_\_\_\_\_ Registration No. \_\_\_\_\_ Classification \_\_\_\_\_
2. Do you hold a certificate of competency issued by Miami-Dade County, Florida? \_\_\_\_\_ Classification \_\_\_\_\_
3. Are you an individual \_\_\_\_\_, a partnership \_\_\_\_\_, a corporation \_\_\_\_\_ or a joint venture \_\_\_\_\_ (Check as applicable).

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and, if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venturer.

\_\_\_\_\_  
\_\_\_\_\_

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4. How many years has your organization been in business as a contractor under your present business name? \_\_\_\_\_ years.

5. How many years of experience has your organization had in construction work similar to the work of this Contract?

(a) As a general contractor? \_\_\_\_\_

(b) As a subcontractor? \_\_\_\_\_

6. List all the projects which your organization has completed, during at least the last five years, and which demonstrate qualifications to perform the work of this Contract. (For joint venture work show the sponsoring individual or company.)

YEAR	CONTRACT PRICE	KIND OF CONSTRUCTION	LOCATION OF WORK	NAME AND E-MAIL ADDRESS OF ENGINEER OR ARCHITECT

7. Have you or your organization, or any officer or partner thereof, failed to complete a Contract? \_\_\_\_\_

If so, give details \_\_\_\_\_

8. In what other lines of business are you financially interested?

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9. Name the persons with whom you have been associated in business as partners or business associates during the last five years.

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10. Give information about the construction experience of the principal individuals of your present organization.



11. List work, which you have currently underway.

Contract Price	Type of Construction	Location of Work	Percent Completed	Expected Completion Date	Name & E-MAIL Address of Engineer or Architect

12. List engineers, architects and owners, including public bodies, for whom you have done work:

NAME	ADDRESS	BUSINESS	TELEPHONE & E-MAIL ADDRESS



13. Reference is hereby made to the following financial institutions as to the financial responsibility of the Bidder:

Name of Bank: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Officer Familiar with Bidder's Account: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Officer Familiar with Bidder's Account: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Officer Familiar with Bidder's Account: \_\_\_\_\_

14. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of Bidder:

Name of Surety Company: \_\_\_\_\_

Name of Local Agent (if different): \_\_\_\_\_

Local Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Person Familiar with Bidder's Account: \_\_\_\_\_

Name of Surety Company: \_\_\_\_\_

Name of Local Agent (if different): \_\_\_\_\_

Local Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Person Familiar with Bidder's Account: \_\_\_\_\_

15. Is any litigation pending against your organization? \_\_\_\_\_

If so, give details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. Is any litigation presently being prosecuted by your organization or on behalf of your organization? \_\_\_\_\_

If so, give details

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned certifies that he is legally authorized by the Bidder to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the Miami-Dade County, DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS Agency, rely thereon in awarding the Contract.

BIDDER'S NAME: \_\_\_\_\_

DATE OF SIGNING: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ By: \_\_\_\_\_

TITLE: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. IRP338

CONTRACT NO. IRP338-DTPW23-CT

ADDENDUM ACKNOWLEDGEMENT FORM  
(IF APPLICABLE/ SIGNED BY CONTRACTOR)

MIAMI-DADE COUNTY  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

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PROJECT: Metrorail 3rd Rail Isolation Disconnect Switches Replacement  
Project No. IRP338-DTPW23-CT

**ACKNOWLEDGEMENT OF ADDENDA**

(Must be completed and submitted with required solicitation documents)

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

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**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____,	202__
Addendum #2, Dated _____,	202__
Addendum #3, Dated _____,	202__
Addendum #4, Dated _____,	202__
Addendum #5, Dated _____,	202__
Addendum #6, Dated _____,	202__
Addendum #7, Dated _____,	202__
Addendum #8, Dated _____,	202__
Addendum #9, Dated _____,	202__
Addendum #10, Dated _____,	202__

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**PART II:**

\_\_\_\_ No Addendum was received in connection with this solicitation.

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

BID SUBMITTAL CHECK LIST QUESTIONNAIRE

APPENDIX "D"

# QUESTIONNAIRE

## Appendix D



**IN ORDER TO PROVIDE INFORMATION NECESSARY IN DETERMINING THE QUALIFICATIONS OF THE PROPOSER, PLEASE PROVIDE THE INFORMATION LISTED BELOW**

#	QUESTION	ANSWER
1	Have you carefully read the Instruction To Prospective Contractors?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Have you carefully reviewed the entire Contract Documents as identified within the Instruction To Prospective Contractors?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	If identified in the Contract Documents, have you carefully inspected the site of the work?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
4	Have you requested, in writing, of the contact person identified in the Advertisement, any clarifications necessary to submit a responsive proposal? Have you received a written response of clarification?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
5	Are you licensed and certified to perform the work for which you are submitting this proposal?  License No.: Competency No.: FEIN No.: Qualifier's Name:	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ _____ _____ _____
6	Are you registered with the Miami-Dade County Department of Procurement Management (DPM)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Have you made any changes or written any codicils to the Contract Proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	How many previous Contracts with Miami-Dade County in the past five (5) years?	_____
9	Total dollar value of Contracts with Miami-Dade County in the past five (5) years?	_____
10	How many years has your Company been in business with the same Principals?	_____
11	Applicable Federal Requirement Certifications	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

NON-COLLUSION AFFIDAVIT

CONTRACT No.: IRP338-DTPW23-CT



**NON-COLLUSION AFFIDAVIT**

*(In accordance with Sections 2-8.1.1 and 10-33.02.1 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.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

**Note:** Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: \_\_\_\_\_ Solicitation Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Affiant

Date: \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Bidder/Proposer

\_\_\_\_\_  
Address of Bidder/Proposer



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

FIRM'S RESPONSIBILITY COMBINED AFFIDAVIT

**FIRM'S RESPONSIBILITY AFFIDAVIT**  
**"COMBINED AFFIDAVIT"**

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

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

**GENERAL**

1. I am a duly authorized representative of the Firm submitting a bid, proposal or other document to Miami-Dade County with the intention of being awarded a contract (referred to in this affidavit as the "Respondent").
2. This Affidavit is made of my personal knowledge. I understand that Miami-Dade County will rely on the representations made in this affidavit in determining my eligibility and responsibility to enter into a contract with Miami-Dade County. By executing this affidavit, the Respondent agrees to provide to Miami-Dade County such documentation or other proof as Miami-Dade County may require verifying the accuracy and completeness of any of the representatives.
3. The Respondent is duly authorized to submit this bid or proposal, and if awarded the contract, to enter into the contract and perform the services or supply the goods contemplated in the contract.

**OWNERSHIP DISCLOSURE**

4. That in compliance with Section 2-8.1(d)(1) of the Miami Dade County Code, if the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable). The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami-Dade County are (Post Office addresses are not acceptable). This information shall be supplied on the attached Ownership Disclosure form (Attachment "A") and signed by the Respondent.

Combined Affidavit Initial  
\_\_\_\_\_

**EMPLOYMENT DISCLOSURE**

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

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

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

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

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

**EMPLOYMENT DRUG FREE WORKPLACE**

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

**EMPLOYMENT FAMILY LEAVE**

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

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

Combined Affidavit Initial  
\_\_\_\_\_

### **ARREARS WITH THE COUNTY**

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

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

### **CODE OF BUSINESS ETHICS**

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

### **NO CRIMINAL RECORD**

10. The Respondent has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years as defined in Section 2-8.6 of the Code of Miami-Dade County.

### **PUBLIC ENTITY CRIME**

11. The respondent has not been convicted of a Public Entity crime as defined in Paragraph 287.133(1)(g) of the Florida Statutes. Violation of any State or Federal law with respect to the transaction of business with any public entity or with an agency or political subdivision of any State.

Combined Affidavit Initial

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**DEBARMENT AND SUSPENSION DISCLOSURE**

- 12 . The Respondent, and its officers, principals, stockholders, subcontractors or its affiliates are not debarred or suspended from contracting with Miami-Dade County as regulated by Section 10-38 of the Miami Dade County Code.

**NON -DISCRIMINATION BASED ON DISABILITY**

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

**FAIR SUBCONTRACTING**

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

**RESPONSIBLE WAGE AND BENEFITS (IF APPLICABLE)**

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

Combined Affidavit Initial

\_\_\_\_\_

**CLEARINGHOUSE AFFIDAVIT**

16. That in compliance with Miami-Dade County Resolution Number R-1145-99, the Respondent agrees to comply with all requirements of the Clearinghouse Resolution and Job Request form for posting job opportunities. Making it a mandatory requirement for Respondents to post notice of job opportunities resulting from the construction of improvements on County property through the County's Clearinghouse process.

**I STATE NOTHING FURTHER IN THIS AFFIDAVIT.**

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

RESPONSIBLE CONTRACTOR AFIDAVIT (FORM RTFE 1)

**Residents First Training and Employment Program**  
**Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)**  
**(Miami-Dade County Code Section 2-11.17)**

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of \$1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of \$1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

If applicable, the undersigned  Contractor /  Subcontractor verifies that should they be awarded the contract, the undersigned understands their obligation to comply with the following:

- i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.
- ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

\_\_\_\_\_

<b>Printed Name of Affiant</b>	<b>Printed Title of Affiant</b>	<b>Signature of Affiant</b>
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\_\_\_\_\_

<b>Name of Firm</b>	<b>Date</b>
---------------------	-------------

\_\_\_\_\_

<b>Address of Firm</b>	<b>State</b>	<b>Zip Code</b>
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\_\_\_\_\_

**Project Number/Name**

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_

\_\_\_\_\_

<b>Signature of Notary Public</b>	<b>Serial Number</b>
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\_\_\_\_\_

<b>Print or Stamp of Notary Public</b>	<b>Expiration Date</b>	<b>Notary Public Seal</b>
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DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

CONTRACTOR DUE DILIGENCE AFFIDAVIT

“The attention of the Contractor is hereby directed to the requirements of Resolution R-63-14 in that the award of this contract is conditioned on the Contractor providing the County, when required, with a “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 Date

\_\_\_\_\_  
Address of Firm State Zip Code

### Notary Public Information

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 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 Public Seal

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT (PART 1  
OF 2)

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

AFFIDAVIT

SCRUTINIZED COMPANIES

By executing the Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists Affidavit through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, 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, the bidder shall execute the Affidavit through a duly authorized representative. In such event, the bidder 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, or is subsequently during the term of the Contract, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**AFFIDAVIT  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN  
OR IRAN PETROLEUM ENERGY SECTOR LISTS  
FLORIDA STATUTES 215.473**

Pursuant to 287.135, F.S., the { \_\_\_\_\_ } (“Entity”) must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

Indicate below if the above named Entity, as of the date of submission:

\_\_\_\_\_ has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

\_\_\_\_\_ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

(CORPORATE SEAL)

**CONTRACTOR**

\_\_\_\_\_  
(Legal Name of Corporation)

**ATTEST:**

Secretary \_\_\_\_\_  
(Signature and Seal)

By: \_\_\_\_\_  
Contractor – Signature

\_\_\_\_\_  
(Type Name & Title)

Name: \_\_\_\_\_

\_\_\_\_\_  
(Type Name & Title)

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

CERTIFICATE OF ASSURANCE

**INSERT CERTIFICATE OF ASSURANCE**

CONTRACT No.: IRP338-DTPW23-CT



SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE (COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This 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.: IRP338-DTPW23-CT Project Title: Metrorail 3rd Rail Isolation Disconnect Switches Replacement (Part 1 of 2)

Name of Bidder/Proposer: Contact Person

Address: City State ZIP

Phone Number: Email address:

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: N/A % SBE-A/E, N/A % SBE-Cons, N/A Trade Set-aside SBE-Cons, N/A % SBE-G, and/or N/A % SBE-S. (For Goals, write in the percentage. For Set-aside, put a check mark or x.)

Print Prime Bidder's Name & Title Prime Bidder's Signature Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

- 1. Acknowledgement of the SBE-A/E, SBE-Cons, SBE-G and/or SBE-S measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

SWORN TO and subscribed before me this day of, 20 Signature of Owner

My Commission Expires: Signature of Notary Public-State of Florida

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

CONTRACT FORMS

Construction Contract

Surety Performance and Payment Bond

Fair Wage Affidavit

DPM Requirement - Affirmation of Vendor Affidavits

Job Clearinghouse Forms and Affidavits

Fair Subcontracting Practices

E-Verify Affidavit

Residents First Training and Employment Program/Community Workforce Program/Employ  
Miami-Dade Program Construction Workforce Plan Form RFTE2

OSHA Safety Training Affidavit - Form RFTE 3

Residents First Training and Employment Program/Employ Miami-Dade Program Workforce  
Performance Report - Form RFTE 4

Certificate(s) of Insurance

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

CONSTRUCTION CONTRACT

CONTRACT No.: IRP338-DTPW23-CT



CONSTRUCTION CONTRACT

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County and \_\_\_\_\_ hereinafter called the Contractor:

WITNESSETH, that the said Contractor for and in consideration of the payments hereinafter specified and agreed to be made by Miami-Dade County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor required to complete CONTRACT NO. RIP338-DTPW23-CT entitled, METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCH REPLACEMENT , within the time specified, in strict and entire conformity with the Contract Documents hereinafter listed, which are hereby incorporated into this Contract by reference:

- Contract Documents:
1. Conformed Contract Specifications and Drawings
  2. Construction Safety Manual
  3. Department of Transportation and Public Works Adjacent Construction Safety Manual

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless Miami-Dade County and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Miami-Dade County or any of its officers and agents may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or his agent or agents, employees or servants.

CONTRACT No.: IRP338-DTPW23-CT

The Contractor agrees that the requirements of this contract are reasonable and achievable.

The Contractor further agrees that the Rates of Wages for all laborers, mechanics and apprentices employed by the Contractor or any Subcontractor shall be not less than the prevailing rate of wages for similar skills or classifications, all in accordance with Section 215.19, Florida Statutes, which said Section is hereby incorporated into this Contract by reference, or in accordance with the decision of the Secretary of Labor of the United States Department of Labor, as applicable and all provisions thereof shall be strictly complied with by the Contractor and his Subcontractors.

In consideration of the premises, Miami-Dade County hereby agrees to pay to the Contractor for said work, when fully completed, the total sum of \$\_\_\_\_\_ (inclusive of base for \$\_\_\_\_\_, 10.00% Contingency Allowance Account for \$\_\_\_\_\_ and a Dedicated Allowance Account for Spare Parts for \$331,684.60), being the amount obtained from either the aggregate lump sum prices, the application of unit prices to the quantities shown in the Bid Form or the combination of both.

The total sum is subject to such additions and deductions as may be provided for in the Contract Documents.

Payments on account will be made as provided for in the Contract Documents.

In Witness whereof, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

(OFFICIAL SEAL)

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

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved For Sufficiency of Execution Only:

By: \_\_\_\_\_  
Assistant County Attorney

When Contractor is a corporation:

(CORPORATE SEAL)

\_\_\_\_\_  
(printed name of corporation)

\_\_\_\_\_  
(printed state of incorporation)

By: \_\_\_\_\_  
(signature of president or vice-president & capacity)

By: \_\_\_\_\_  
(printed name of president or vice-president & capacity)

By: \_\_\_\_\_  
(signature of secretary or assistant secretary & capacity)

\_\_\_\_\_  
(printed name of secretary or assistant secretary & capacity)

\_\_\_\_\_  
\_\_\_\_\_  
(business address of corporation)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss.:

COUNTY OF \_\_\_\_\_)

CONTRACT No.: IRP338-DTPW23-CT

Before me personally appeared \_\_\_\_\_, as President, to me well known or has presented \_\_\_\_\_ as

(Type of Identification)

identification and \_\_\_\_\_, as Secretary, to me well known or has presented \_\_\_\_\_ a

(Type of Identification)

identification and known to me to be the individuals described in and who executed the foregoing instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of the above named \_\_\_\_\_ a Corporation, and severally acknowledged that they executed such instrument as President and \_\_\_\_\_ Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_

(Date)

by \_\_\_\_\_. He / She is personally known to me

(Affiant)

or has presented \_\_\_\_\_ as identification.

(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_

(State)

Notary Seal:

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

SURETY PERFORMANCE AND PAYMENT BOND

CONTRACT No.: IRP338-DTPW23-CT

## SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, we \_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 20 \_\_, between Principal and Miami-Dade County for the construction of **METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT**, **Contract No. RIP338-DTPW23-CT** (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, a corporation, whose principal business address is \_\_\_\_\_ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of \_\_\_\_\_ (U.S. dollars) \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section [255.05\(1\)](#), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
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.

**SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)**

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

CONTRACTOR

\_\_\_\_\_  
(Contractor Name)

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 attached) By: \_\_\_\_\_

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

FAIR WAGE AFFIDAVIT



miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared \_\_\_\_\_ the
(PRINT NAME)

\_\_\_\_\_ of \_\_\_\_\_,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that \_\_\_\_\_ shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-
11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_ Personally, known or \_\_\_\_\_ produced identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Type of identification produced: \_\_\_\_\_



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

DEPARTMENT OF PROCUREMENT MANAGEMENT (DPM)

AFFIRMATION OF VENDOR AFFIDAVITS

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate as a condition of award, by completing the provided Affirmation of Vendor Affidavit Form.



# 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 all addenda.

**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. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)

## 1.2. INSTRUCTIONS TO BIDDERS

### A. 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<sup>st</sup> Street, 19<sup>th</sup> 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.

### B. 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](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(j) 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)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)

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

11. **Subcontracting Practices**  
(Ordinance 97-35)

12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)

13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)

14. **W-9 and 8109 Forms**

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

15. **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

16. **Office of the Inspector General**

Pursuant to Section 2-1076 of the County Code.

17. **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.

18. **Antitrust Laws**

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

### C. 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 new 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.

**Contract No. :** \_\_\_\_\_ **Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1.	<b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6.	<b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2.	<b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	<b>Miami-Dade County Code of Business Ethics</b> 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.	<b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8.	<b>Miami-Dade County Family Leave</b> Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 of the County Code
4.	<b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	<b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5.	<b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10.	<b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_

Signature of Notary Public	Serial Number
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Print or Stamp of Notary Public	Expiration Date	Notary Public Seal
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DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

Job Clearinghouse Affidavit

“The attention of the Contractor is hereby directed to the requirements of Job Clearinghouse Code §2-1701 and Resolution No. R-1395-05.

**COUNTY'S CLEARINGHOUSE:** Pursuant to Miami-Dade County Resolution R-1145-99, Contractors involved in the construction of improvements on County property must post a notice of job opportunities with the Miami-Dade County Job Clearinghouse. For information regarding the Miami-Dade County's Clearinghouse program, please contact the County's Division of Small Business Development at (305) 375-3157.



*Delivering Excellence Every Day*

JOB CLEARINGHOUSE AFFIDAVIT  
Notice of Construction Job Opportunities

Project / Contract Number: \_\_\_\_\_

Pursuant to Miami-Dade County Resolution No. R-1395-05, there are \_\_\_\_ open position(s) to submit to the Job Clearinghouse for this project at this time. All open positions will be submitted to South Florida Workforce at <https://iapps.careersourcesfl.com/jchcwp/>.

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name of Affiant, Title, and Firm Name)

\_\_\_\_\_  
(Witness)

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Personally Known

Produced ID

Type of ID produced \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

FAIR SUBCONTRACTING PRACTICES

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



**FAIR SUBCONTRACTING PRACTICES  
(Miami-Dade County Code, Section 2-8.8)**

In compliance with Miami-Dade County Code, Section 2-8.8 – *Fair subcontracting practices*, as a condition of award, the Bidder shall provide a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontracts. **Failure to provide the required statement shall preclude your firm from receiving the contract.**

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NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

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Signature

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Date

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

E-VERIFY AFFIDAVIT

# Miami-Dade County

## E-Verify Affidavit

Executive Order 11-02 requires all Florida State agencies under the direction of the Governor to use E-Verify to confirm the employment eligibility of all current and prospective employees (including subcontractors) assigned to perform work pursuant to a state agency contract. Executive Order 11-116 clarifies that the requirement for state contractors to use E-Verify applies to "all contracts for the provision of goods and services to the state in excess of nominal value."

In accordance with the State requirement, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to insure compliance with E-verify requirements at all times.

To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you have complied with E-Verify requirements.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____		_____
Name of Firm		Date
_____	_____	_____
Address of Firm	State	Zip Code

### Notary Public Information

Notary Public -- State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 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 Public Seal

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM/COMMUNITY  
WORKFORCE PROGRAM/EMPLOY MIAMI-DADE PROGRAM CONSTRUCTION  
WORKFORCE PLAN - FORM RFTE 2

CONTRACT No.: IRP338-DTPW23-CT

## Residents First Training and Employment Program - Construction Workforce Plan (Miami-Dade County Code Section 2-11.17) - Form RFTE 2

Contract No. \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

In accordance with Section 2-11.17 of the Miami Dade County-Code, this form must be submitted by the Prime Contractor within 10 business days of award notification and prior to issuance of a Notice to Proceed. The Prime Contractor should enter the word "NONE" where appropriate below and sign the form below. Please duplicate this form if additional space is needed.

- i. Specify the total number of persons that will be used by the contractor (as well as by all subcontractors) to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, and the number of persons to be utilized in each category.

Contractor/Subcontractor Name	Trade/Category	# of Persons to be Utilized	Minimum Qualifications

- ii. Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed subcontractor's) payroll who reside in Miami-Dade County.

Employee Name	Address	Trade/Category Performing

- iii. Indicate the number of positions to be hired by the contractor (or by any proposed subcontractors) to perform the construction trades and labor work under the contract for each trade category and the minimum qualifications for each positions. If the current workforce will not achieve the project goal of 51% construction labor hours performed by Miami-Dade County residents, include a statement on how Miami-Dade County residents will be recruited to fill the needed positions and meet the goal.

Contractor/Subcontractor Name	Trade/Category	# of Persons to be Hired	Minimum Qualifications

- iv. Attach a list of subcontractors that will be used on the project and executed Responsible Subcontractor Affidavits (Form RFTE 1) for each.  
v. Attach a list of all employees currently employed by the contractor and each subcontractor at the time of award that includes the last four digits of their social security.

*I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.*

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

OSHA SAFETY TRAINING AFFIDAVIT (FORM RFTE 3)

CONTRACT No.: IRP338-DTPW23-CT

**Residents First Training and Employment Program  
Occupational Safety & Health Administration (OSHA)  
10 Hour Safety Training Affidavit - Form RFTE 3**

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a County Construction Contract, shall satisfy the requirements of the Miami-Dade County Residents First Training and Employment Program which requires: for (i) all persons employed by the contractor to perform construction shall have completed the Occupational Safety & Health Administration (OSHA) 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor

The undersigned verifies that every employee reported on the payroll has completed the OSHA 10 Hour or OSHA 30 Hour Safety Training Course prior to working on the project.

\_\_\_\_\_  
**Project Number, Title**

\_\_\_\_\_  
**Printed Name of Affiant**

\_\_\_\_\_  
**Printed Title of Affiant**

\_\_\_\_\_  
**Signature of Affiant**

\_\_\_\_\_  
**Name of Firm**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address of Firm**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 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 Public Seal**

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM/EMPLOY MIAMI-  
DADE PROGRAM WORKFORCE PERFORMANCE REPORT - FORM RFTE 4



**Residents First Training and Employment Program/Employ Miami-Dade Program  
 Workforce Performance Report - Form RFTE 4  
 (Miami-Dade County Code Section 2-11.17 & A.O. 3-63)**

Contract No. \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

In accordance with Section 2-11.17 of the Miami-Dade County Code & A.O. 3-63, this report must be submitted by the Prime Contractor within thirty (30) days of completion of a County Capital Construction Contract to Small Business Development through the Contracting Officer. The Contracting Officer shall not authorize issuance of final payment for completion of a County Capital Construction Contract until the County receives a completed Workforce Performance Report.

Please provide the following information on the workforce employed in the execution of the contract:

- \_\_\_\_\_ Total number of Construction Labor positions utilized on the project
- \_\_\_\_\_ Total number of Construction Labor work hours performed on the project
- \_\_\_\_\_ Total number Construction Labor work hours performed by Miami-Dade County residents
- \_\_\_\_\_ Total number Construction Labor positions performed by Employ Miami-Dade participants
- \_\_\_\_\_ Percentage of Construction Labor work hours performed by Miami-Dade County residents

Attach supporting documentation verifying construction labor work hours performed by Miami-Dade County residents & Employ Miami-Dade participants.

\$\_\_\_\_\_ Total amount of funds expended during the course of the project on other related skill and safety training programs

Were any positions on this project filled with new hires? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered "yes" to the above question, please identify the new hires by name, address and trade category, and indicate whether they were Miami-Dade County residents or an Employ Miami-Dade participant. (Please attach additional sheets if necessary.)

Employee Name	Address	Trade/Category Performed	Miami-Dade County Resident (√)	Employ Miami-Dade County Participant (√)

Were all new hires Miami-Dade County residents? \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_

Was the 20% labor workforce threshold met from the Employ Miami-Dade Register? \_\_\_\_\_ No \_\_\_\_\_ Yes

If you answered "no" to either of the above questions, please attach supporting documentation that verifies reasonable efforts to promote employment opportunities for local residents including participation in the Employ Miami-Dade Program, which shall include applicable advertisements in local newspapers, posting of job opportunities with CareerSource South Florida's Job Clearinghouse, referrals received from CareerSource South Florida, job applications received, candidates interviewed, and number of new hires.

*I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.*

\_\_\_\_\_  
 Signature of Affiant                                          Print Name, Title                                          Date

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

CERTIFICATE(S) OF INSURANCE  
(TO BE PROVIDED BY CONTRACTOR)

CONTRACT No.: IRP338-DTPW23-CT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

SMALL BUSINESS DEVELOPMENT

PROJECT WORKSHEET



# Small Business Development Division

## Project Worksheet

Project/Contract Title: **Metrorail Third Rail Isolation Disconnect Switch Replacement** Received Date: **3/31/2023**  
 Project/Contract No: **IRP338-DTPW23-CT** Funding Source: **PTP**  
 Department: **Transportation & Public Works**  
 Estimated Cost of Project/Bid: **\$6,000,000.00**

Description of Project/Bid: **Installation of the necessary conduits, inner ducts and fiber optic cables, Fiber panels and related equipment needed to create a Fiber Optic Ring SCADA Network to connect all 52 disconnect switches to the Traction Power Nucleus at the Palmetto Yard Tower. A total of 58 Disconnect Switches are required, 52- for the Palmetto Yard (PYD) and 6- for the Mainline, 2- for the Dadeland South Tail Track, 2- for Government Center Station and 2- for the Gap Tie 3/Palmetto Transition Area. Remove and replace the existing 46- switches and add 6- new switches at the ends of the 3-storage tracks at PYD.**

Contract Measures Recommendation		
Measure	Program	Goal Percent
No Measure	SBE - Con	
Workforce Goal	CWP	10.00%


### Reasons for Recommendation

**SMALL BUSINESS ENTERPRISE- CONSTRUCTION (SBE-Con)**  
 SBD reviewed this project pursuant to Implementing Order 3-22 for SBE-Con measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included surveys conducted with certified firms to determine availability and assignment of the noted measure. These indicate a SBE-Con No Measure is appropriate for this contract due to the insufficient availability of certified firms capable of meeting the project's requirements. An attempt was made to assign this project a Set-Aside measure; however, of the firms that responded to the Verification of Availability to Bid process only one (1) meet the project's requirements. No subcontracting opportunities were identified for this project. Miami Dade County Building Construction Responsible Wages apply to this contract.

**SMALL BUSINESS ENTERPRISE- GOODS & SERVICES (SBE-G&S)**  
 SBD reviewed this project pursuant to Implementing Order 3-41 & Ordinance 16-109 for SBE-G&S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. These indicate that a SBE-G&S No Measure is appropriate to this contract due to the lack of certified firms in the required commodities.

NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors

Living Wages: YES  NO  Highway: YES  NO  Heavy Construction: YES  NO   
 Responsible Wages: YES  NO  Building: YES  NO

  
 \_\_\_\_\_  
 SBD Director

4-17-23  
 \_\_\_\_\_  
 Date

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

SUPPLEMENTAL REQUIREMENTS

Responsible Wages & Benefits - Building

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

RESPONSIBLE WAGES & BENEFITS  
(Ordinance No. 90-143, as amended)

**BUILDING**

The following Minimum Wage Rates and Responsible Wages and Benefits are those established for the listed trades working at the Work site by the U. S. Secretary of Labor and/or by the Board of County Commissioners under Ordinance No. 90-143, as amended. The rates have been established in accordance with the stipulations contained in the Davis-Bacon Act and/or by Miami-Dade County Ordinance No. 90-143, as amended, and have been established as being the rates for the corresponding classes of workers employed for projects of a similar character in the locality where the Work is to be performed. The Contractor shall pay wages and fringe benefits at rates not less than the higher of the Minimum Wage Rates (Davis-Bacon Act) or Responsible Wages and Benefits (Ordinance No. 90-143, as amended) as stipulated for each listed trade. A mistake in the indicated wages and fringe benefits will not entitle the Contractor to cancel the Contract, to increase the Contract price or to recover additional payment.

The Contractor is ultimately responsible for the verification and use of the latest wages publication.

# MIAMI-DADE COUNTY, FLORIDA

## RESPONSIBLE WAGES AND BENEFITS SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

### SUPPLEMENTAL GENERAL CONDITIONS

#### WAGES AND BENEFITS SCHEDULE

Construction Type: **BUILDING**

Building Construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade.

Note: Where multiple construction is "incidental" in function, the construction is considered a part of the building project for wage determination purposes.

#### NOTICE TO EMPLOYEES

#### FAIR WAGE AFFIDAVIT

#### LCPTRACKER – CONTRACTOR QUICK START GUIDE

2024

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## **SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS**

Bidders are advised that the provisions of § 2-11.16 *et seq.*, Code of Miami-Dade County (the "Code"), pertaining to Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at <http://www.municode.com/resources/gateway.asp?pid=10620&sid=9>.

This Supplemental General Conditions is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices
7. Other State and Federal Wage Laws

### **1. MINIMUM WAGES AND POSTING OF INFORMATION**

#### **A. Minimum Wages**

All employees working on the project must be paid the combined dollar value (hourly rate and benefits) listed in the Wages and Benefits Schedule for the work being performed. Payment to workers shall be made in the form of a check, money order or direct deposit and no less than bi-weekly and without subsequent deduction, except for payroll deductions directed or permitted by law or by a collective bargaining agreement. Cash payments are not allowed. The rates paid shall be no less than those contained in the Wages and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wages and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceeds the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

## B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee as an increase to their base pay.

Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

Payments made irrevocably to a trustee or third party pursuant to a bona fide fringe benefit fund, plan or program for health, life, death, and dismemberment, dental, vision insurance and retirement/pension can be credited towards meeting the required wages. These payments must be made not less often than quarterly. Annual payments to a fringe benefit fund, plan or program will not be accepted.

## C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

## D. Classification Not Listed in the Wage Schedule

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Office of Small Business Development. Questions concerning the comparability of worker classifications will be determined by the County.

## E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

**Office of Small Business Development**  
111 NW 1<sup>ST</sup> Street, 19<sup>TH</sup> Floor Miami, FL 33128  
Telephone: (305) 375-3111 FAX: (305) 375-3160  
Email: [SBDMAIL@MIAMIDADE.GOV](mailto:SBDMAIL@MIAMIDADE.GOV)

Neither the contractor nor any subcontractor on the project may terminate an employee

performing work on the contract because of such employees filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wages and Benefits Schedule is a violation.

**2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

A. Compliance by Bidders

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B below. Contractors must pay all back wages and penalties on previous contracts before being awarded or participating on a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to twenty percent (20%) of the first underpayment; forty percent (40%) of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to sixty percent (60%) of the underpayment. A fourth underpayment violation within a three (3) year period shall subject the contractor to debarment to be initiated by SBD in accordance with the debarment procedures of the County. A fourth underpayment violation shall also constitute a default of the subject contract and shall be cause for suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.

For violations other than under payment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required, and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

### 3. PAYROLL; BASIC RECORDS; REPORTING

#### A. Payroll Records

The contractor and all subcontractors must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 “Apprentices and Trainees”.

#### B. LCPtracker

Each contractor and every low-tier subcontractor are required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCPtracker, a web-based Certified Payroll Management System ([www.lcptracker.net](http://www.lcptracker.net)). The system is managed by Small Business Development (“SBD”), a division of the Internal Services Department. The use of the system is **mandatory**, pursuant to Miami-Dade County Ordinance No. 18-33.

Each contractor and subcontractor on applicable contracts will be provided with a username and password to access LCPtracker system. Use of the system will involve data entry of weekly payroll information including employee name, social security number, trade classification, total hours, and fractions of hours for every type of trade classification work performed on the project, and wage and benefits paid. LCPtracker’s software can also interface with most payroll and accounting software programs that are capable of generating a CSV (comma delimited file). If your program does not have this capability, LCPtracker may be able to build an interface to communicate with your accounting software.

Hands-on training sessions for the LCPtracker system are available. To RSVP, please visit <https://mdcsbd.gob2g.com/events.asp> and select the training session you would like to attend.

If you are not able to attend a training class in person, there are other free training options available for contractors:

**Option 1: Web-Based Training Sessions.** Online and live training sessions facilitated by members of LCPtracker’s Customer Support Team are offered several times per month. All you need to participate is a computer with internet access, an email address, and access to a phone.

- Go to the LCPtracker Website: [www.lcptracker.net](http://www.lcptracker.net)
- Enter your username/password.

- Select “Watch Now” on the Projects tab and register for the Online training sessions.

**Option 2: Computer-Based Training Courses**. Pre-recorded videos can be viewed at any time by logging into the LCPtracker website ([www.lcptracker.net](http://www.lcptracker.net)) and following these simple steps:

- Enter your username/password.
- Select the “Training Materials” link located at the top of the page.
- Select Contractor Training Videos

#### C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be a reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

### **4. SUBCONTRACTS**

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for each underpayment.

### **5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT**

#### A. Complaints

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

of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation. The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor/subcontractor to the employee on the work and the amounts received by such employee where violations have been found.

Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure, but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce these provisions and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars (\$500.00) for each week each employer is found to have violated these provisions.

#### B. Hearings

A contractor or subcontractor has the right to an administrative hearing to appeal a determination of non-compliance within (30) days of the notice. To request a hearing the contractor or subcontractor must file a written request along with a \$250.00 non-refundable filing fee with the County Mayor or his or her designee. Upon timely receipt of a request for an administrative hearing request, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the Hearing Officer and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

#### C. Penalties

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

within a reasonable period, the County Mayor or designee may order debarment as described above.

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

## **6. APPRENTICES**

### **A. Apprentices**

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. All apprentices participating on a project must be approved in LCPtracker by SBD. LCPtracker will not allow a contractor to enter an apprentice on its certified payrolls until SBD has received and approved the Apprenticeship Certification, which is only valid for 90 days after issuance. To obtain SBD's approval, the Program Sponsor must submit the Apprenticeship Certification to:

**Office of Small Business Development**  
111 NW 1<sup>ST</sup> Street, 19<sup>TH</sup> Floor Miami, FL 33128  
Telephone: (305) 375-3111 FAX: (305) 375-3160  
Email: [SBDMAIL@MIAMIDADE.GOV](mailto:SBDMAIL@MIAMIDADE.GOV)

Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

### **B. Apprentice Ratio**

A numeric ratio of apprentices to journeymen is required to be consistent with proper training, safety, and continuity of employment. It shall be the responsibility the employer to ensure that the allowable ratio of apprentices to journeymen is consistently maintained by the employer on each specific job site. The number of apprentices per employer shall not be greater than the ratio listed in the Wages and Benefits Schedule. If the number of apprentices working on the project for each employer is greater than the ratio permitted, the apprentices must be paid the wage rate on the Wages and Benefits Schedule for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages



of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

#### C. Apprentice Fringe Benefits

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

#### D. Summary of Apprentices

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the apprenticeship rate.

### **7. OTHER STATE AND FEDERAL WAGE LAWS**

All Miami-Dade County contracts require contractors to comply with all applicable state and federal wage laws including payment of overtime. To obtain information regarding these laws, please visit the U.S. Department of Labor Wage and Hours Division at [www.dol.gov/whd](http://www.dol.gov/whd).

MIAMI-DADE COUNTY  
 §2-11.16 CODE OF MIAMI-DADE COUNTY  
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE  
 2024

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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**BRICKLAYERS**

Bricklayer	\$ 28.50	\$ 5.70	\$ 3.15	<b>\$ 37.35</b>
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(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.**

1st 6 month period	\$ 18.53	\$ 5.70	\$ 3.15	<b>\$ 27.38</b>
2nd 6 month period	\$ 19.95	\$ 5.70	\$ 3.15	<b>\$ 28.80</b>
3rd 6 month period	\$ 21.38	\$ 5.70	\$ 3.15	<b>\$ 30.23</b>
4th 6 month period	\$ 22.80	\$ 5.70	\$ 3.15	<b>\$ 31.65</b>
5th 6 month period	\$ 24.23	\$ 5.70	\$ 3.15	<b>\$ 33.08</b>
6th 6 month period	\$ 25.65	\$ 5.70	\$ 3.15	<b>\$ 34.50</b>

**Apprentice Ratio: There shall be one (1) apprentice for every three (3) journeymen.**

Scope of work under this trade includes but is not limited to: all forms of masonry construction, including all brick, stone, concrete block, marble, cement, plaster, mosaic, tile terrazzo, terra cotta, glass block, refractory materials, and pointing-cleaning-caulking. The complete installation of all forms of masonry panels including the on-site fabrication, all intergral elements of masonry construction and all forms of substitute masonry materials or building systems thereto utilized.

**MIAMI-DADE COUNTY**  
**§2-11.16 CODE OF MIAMI-DADE COUNTY**  
**RESPONSIBLE WAGES AND BENEFITS SCHEDULE**  
**2024**

**"BUILDING CONSTRUCTION"**

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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**CARPENTERS**

Carpenter	\$ 26.95	\$ 5.65	\$ 6.90	<b>\$ 39.50</b>
Foreman (5 or more workers one must be a Forman)	\$ 29.11	\$ 5.65	\$ 6.90	<b>\$ 41.66</b>
Foreman (12 or more workers)	\$ 30.18	\$ 5.65	\$ 6.90	<b>\$ 42.73</b>
General Foreman (2 or more foremen)	\$ 31.26	\$ 5.65	\$ 6.90	<b>\$ 43.81</b>

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.**

1st 6 month period	\$ 18.06	\$ 5.65	\$ 6.90	<b>\$ 30.61</b>
2nd 6 month period	\$ 18.06	\$ 5.65	\$ 6.90	<b>\$ 30.61</b>
3rd 6 month period	\$ 19.41	\$ 5.65	\$ 6.90	<b>\$ 31.96</b>
4th 6 month period	\$ 20.76	\$ 5.65	\$ 6.90	<b>\$ 33.31</b>
5th 6 month period	\$ 22.10	\$ 5.65	\$ 6.90	<b>\$ 34.65</b>
6th 6 month period	\$ 23.45	\$ 5.65	\$ 6.90	<b>\$ 36.00</b>
7th 6 month period	\$ 24.80	\$ 5.65	\$ 6.90	<b>\$ 37.35</b>
8th 6 month period	\$ 26.15	\$ 5.65	\$ 6.90	<b>\$ 38.70</b>

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

**Acoustic Ceilings**

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

**Doors**

The unloading, distribution and installation of all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Install all hollow metal jambs and hardware on doors whether they be interior or exterior.

**Floor Covering**

Carpeting including all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying, stretching, repairing and installation, either by hand or power machine. The installation of resilient flooring to include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with Lino paste, glue, mastic or substitute materials. All wood flooring, whether nailed or laid in mastic. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments. The sanding or refinishing of all wood floors either by hand or power machine.

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**CARPENTERS, Continued**

**Forms**

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

**Furniture**

The loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all components parts, new and refurbished.

**Lathing**

The prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster or cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster; and all other light iron furring erected to receive lath and plaster. The nailing, typing and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hy rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, etc. The tying, nailing, clipping or fastening, mechanical or otherwise, of all types of lath regardless of size, such as wood lath, plasterboard, button board, flaxilinum board, bishopric, celetex, gypsum lath, foam and Styrofoam, rock lath or any and all other types of material erected to receive or hold plaster. The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground of screed for plaster.

**Material Procedures**

The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks. All power rigging and signaling of Carpenters' materials. The operation and maintenance of small air compressors generators, electric or gasoline power motors for the operation of woodworking machinery. The unloading, handling and distribution of materials erected and installed. by carpenters. All prefabricated, manufactured and finished materials regardless of packing, shall be unloaded distributed and installed by the Carpenters. This shall include, but not be limited to all forms, templates, bolt, cabinets and all materials normally installed by Carpenters. Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures of parts thereof by the use of jack, power rigging or other methods shall be the work. This includes the unloading and setting of modular units and all work related thereto. The assembly and erection of pole and pre-engineered buildings.

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**CARPENTERS, Continued**

**Railing**

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

**Scaffolding**

The erection and dismantling of all scaffolding in excess of fourteen (14) feet. The erection, dismantling, unloading, loading, and handling of all material and equipment for all specialty scaffolding.

**Sink Tops and Cabinets**

The unloading, distribution and installation of all sink tops, cabinets, hoods base and wall units.

**Weather and Spray Protection**

The fabrication, erection and removal of frames, enclosures of buildings or scaffoldings, the draping of tarps, visqueen or similar coverings when secured by wire, nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

**Windows, Walls and Partitions**

The installation, erection and/or application of all material component parts of wall and partitions regardless of all materials composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, Te-Blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied; laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work.

The erection of exterior metal studs and the installation windows metal or wood and those attached to metal studs.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used form sound of weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection there with, and the installation of chalkboards, cork and tack boards.

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**DRYWALL FINISHERS**

Drywall Finisher - Hand Tools	\$ 22.62	\$ 6.64	\$ 6.12	<b>\$ 35.38</b>
Drywall Finisher - Bazooka Box	\$ 23.67	\$ 6.64	\$ 6.12	<b>\$ 36.43</b>

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

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**ELECTRICAL WORKERS**

Electrician - Wiremen	\$ 39.81	\$ 6.50	\$ 5.97	<b>\$ 52.28</b>
Electrician - Cable Splicer	\$ 40.31	\$ 6.50	\$ 6.05	<b>\$ 52.86</b>
Welder	\$ 40.31	\$ 6.50	\$ 6.05	<b>\$ 52.86</b>
Foremen - Required on any job where 3-9 electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.	\$ 43.79	\$ 6.50	\$ 6.57	<b>\$ 56.86</b>
General Foremen (22 or more Electricians)	\$ 47.77	\$ 6.50	\$ 7.17	<b>\$ 61.44</b>

**Per Hour Premiums:**

**\$1.00** per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st Year	\$ 19.84	\$ 4.57	\$ 0.60	<b>\$ 25.01</b>
2nd Year	\$ 20.98	\$ 4.57	\$ 3.15	<b>\$ 28.70</b>
3rd Year	\$ 23.22	\$ 4.57	\$ 3.48	<b>\$ 31.27</b>
4th Year	\$ 25.47	\$ 4.57	\$ 3.82	<b>\$ 33.86</b>
5th Year	\$ 29.86	\$ 4.57	\$ 4.48	<b>\$ 38.91</b>

**APPRENTICE RATIO: Two (2) Apprentices to 1-3 Wiremen, four (4) Apprentices to 4 to 6 Wiremen, six (6) Apprentices to (7 to 9) Wiremen**

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

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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**ELECTRICAL WORKERS, Continued**

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems, pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear. Pre-fabricated parts and materials shall be unloaded, distributed and installed by employees covered under this trade and working for the electrical contractor. There are no restrictions on an employers utilization of pre-fabricated or pre-assembled parts, fixtures or other materials when obtained from a third party supplier, except as set forth above.



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**ELECTRICAL WORKERS (ELECTRIC SIGN)**

Electrician - Wireman	\$ 39.81	\$ 6.50	\$ 5.97	<b>\$ 52.28</b>
Foreman - Required on any job where ten (10) Electricians are employed, one shall be designated foreman.	\$ 43.79	\$ 6.50	\$ 6.57	<b>\$ 56.86</b>

**Per Hour Premiums:**

**\$2.00** per hour to the per hour wage rate for Electrician working in high places, seventy-five feet (75') above the ground floor except safety-guarded swing stage, walkways, or 2 man remote baskets.

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st year	\$ 19.84	\$ 4.57	\$ 0.60	<b>\$ 25.01</b>
2nd year	\$ 20.98	\$ 4.57	\$ 3.15	<b>\$ 28.70</b>
3rd year	\$ 23.22	\$ 4.57	\$ 3.45	<b>\$ 31.24</b>
4th year	\$ 25.47	\$ 4.57	\$ 3.82	<b>\$ 33.86</b>
5th year	\$ 29.86	\$ 4.57	\$ 4.48	<b>\$ 38.91</b>

**APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, four (4) Apprentices to (4 to 6) Wiremen, six (6) Apprentices to (7 to 9) Wiremen**

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

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

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**ELEVATOR CONSTRUCTORS**

Mechanics	\$ 53.50	\$ 16.18	\$ 20.96	<b>\$ 90.64</b>
Mechanic In Charge	\$ 60.09	\$ 16.18	\$ 20.96	<b>\$ 97.23</b>

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.**

Probationary Apprentice/Helper (0 - 6 mo.)	\$ 26.75	\$ -	\$ -	<b>\$ 26.75</b>
Probationary Apprentice/Helper (7 mo. - 1 yr.)	\$ 29.43	\$ 16.18	\$ 20.96	<b>\$ 66.57</b>
1st year	\$ 29.43	\$ 16.18	\$ 20.96	<b>\$ 66.57</b>
2nd year	\$ 34.78	\$ 16.18	\$ 20.96	<b>\$ 71.92</b>
3rd year & Helpers	\$ 37.45	\$ 16.18	\$ 20.96	<b>\$ 74.59</b>
4th year & Asst. Mechanics	\$ 42.80	\$ 16.18	\$ 20.96	<b>\$ 79.94</b>

**APPRENTICE RATIO: One (1) Apprentice to one (1) Mechanic**

- (1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.
- (2) Probationary Apprentice/Helper receive health and pension after 1st 6 months.

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**GLAZIERS**

Glaziers	\$ 24.69	\$ 5.73	\$ 5.09	<b>\$ 35.51</b>
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(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

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**INSULATORS & ASBESTOS WORKERS**

Insulators or Asbestos Workers	\$ 27.05	\$ 9.32	\$ 7.65	<b>\$ 44.02</b>
Foreman (1 to 4 workers)	\$ 27.55	\$ 9.32	\$ 7.65	<b>\$ 44.52</b>
Foreman (5 or 14 workers)	\$ 27.80	\$ 9.32	\$ 7.65	<b>\$ 44.77</b>
Foreman (15 or more workers)	\$ 28.55	\$ 9.32	\$ 7.65	<b>\$ 45.52</b>

**Per Hour Premiums:**

**\$0.25** for time spent in or on a boatswain chair or swinging scaffold, suspended by cable or ropes.

Employees required on industrial work, to work on a boatswain chair or swinging scaffold suspended by cable or ropes will be paid 5% above the Insulator or Asbestos workers wage rate.

On light Industrial work, a Foreman is required for eight (8) workers at a rate of 10% over the Insulators /Asbestos Workers rate. General Foreman will be required when there are one (1) Foreman or more at 15% over the Insulators/Asbestos Workers rate.

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st year	\$ 17.04	\$ 9.32	\$ 7.65	<b>\$ 34.01</b>
2nd year	\$ 18.94	\$ 9.32	\$ 7.65	<b>\$ 35.91</b>
3rd year	\$ 21.64	\$ 9.32	\$ 7.65	<b>\$ 38.61</b>
4th year	\$ 24.35	\$ 9.32	\$ 7.65	<b>\$ 41.32</b>

**APPRENTICE RATIO: One (1) Apprentice to two (2) Insulators or Asbestos Workers. A one (1) to one (1) ratio is permitted on overtime hours on job sites requiring the work of only two (2) men. For duct work jobs three (3) Apprentices to (1) Insulator or Asbestos Worker**

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

Scope of work under this trade includes but is not be limited to: the preparation, fabrication, application, alteration, erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control. Exclude is the manufacture or pipe covering and/or fittings in one piece halves or the facing of flexible blanket duct insulation.

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**INSULATORS & ASBESTOS WORKERS, Continued**

Preparation and application of all exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc., shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises.

It shall also includes firestopping or fireproofing technicians, & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowel able firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on job premises.

The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application include all components involved in creating the rated barrier at perimeter slab edges and cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.

The unloading and distribution on the job site of all insulation material and related material and equipment, the assembling, dismantling of scaffolding and clean up when necessary.

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**IRONWORKERS**

Ironworkers	\$ 27.75	\$ 6.00	\$ 6.27	<b>\$ 40.02</b>
Foreman *	\$ 30.53	\$ 6.00	\$ 6.27	<b>\$ 42.80</b>
General Foreman *	\$ 33.30	\$ 6.00	\$ 6.27	<b>\$ 45.57</b>

\* A foreman is required when two (2) or more Ironworkers are employed by one employer, one shall be a foreman. When the crew exceeds 12 or more, another foreman is required. A general foreman is required if three (3) or more Ironworker Foremen are employed on a job.

**Per Hour Premiums:**

Diving Pay add \$40.00 rental plus \$5.00 to the Ironworker's wage rate.

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st 6 months - 800 Hours	\$ 16.65	\$ 6.00	\$ -	<b>\$ 22.65</b>
2nd 6 months - 800 Hours	\$ 18.04	\$ 6.00	\$ -	<b>\$ 24.04</b>
3rd 6 months - 800 Hours	\$ 19.43	\$ 6.00	\$ -	<b>\$ 25.43</b>
4th 6 months - 800 Hours	\$ 20.81	\$ 6.00	\$ -	<b>\$ 26.81</b>
5th 6 months - 800 Hours	\$ 22.20	\$ 6.00	\$ -	<b>\$ 28.20</b>
6th 6 months - 800 Hours	\$ 23.59	\$ 6.00	\$ -	<b>\$ 29.59</b>
7th 6 months - 800 Hours	\$ 24.98	\$ 6.00	\$ -	<b>\$ 30.98</b>

**APPRENTICE RATIO: One (1) Apprentice to four (4) Ironworkers. Ornamental work one (1) Apprentice to two (2)**

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

Scope of work under this trade includes but is not be limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric), glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types),column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, glazing – caulking – sealants and louvers -fixed.

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**This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.**

**LABORERS**

Laborer	\$ 20.00	\$ 4.50	\$ 3.86	<b>\$ 28.36</b>
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**Per Hour Premiums:**

Laborer Foreman (For every 4 laborers) - **\$2.00** per hour on top of the highest paid laborers

General Foreman (16 or more laborers) - **\$3.00** per hour on top of the highest paid laborers

**\$2.00** - Mason and Plaster Tenders, Concrete Placement Patch Men, and Finisher Tenders, Scaffold Builders, Strippers and Wreckers (Demolition), Electric and Air-Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper & Mixers, Cutting Torch, Hydro-Blasting (Pressure Washing), Chain Saw.

**\$3.50** - Sidewalks and Curb and Gutter Form Builders and Setters, Plaster and Concrete Finish and Repair, Loader, Lulls, Forklifts, Bobcats, Water Sewer and Storm Drain Pipe Layers, Asbestos Removal, Hazardous Waste, and Lead Removal, Remediation and Handling.

*Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T.V. crew should be classified and paid as laborer. The CCTV Operator should receive the \$3.00 per hour supplement for Water Sewer & Storm Drain Pipe layers. The rate for the Vector Trucks Operator is listed under the Operating Engineers Wage Schedule.*

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st 6 month period	\$ 16.00	\$ 4.50	\$ 3.86	<b>\$ 24.36</b>
2nd 6 month period	\$ 17.00	\$ 4.50	\$ 3.86	<b>\$ 25.36</b>
3rd 6 month period	\$ 18.00	\$ 4.50	\$ 3.86	<b>\$ 26.36</b>
4th 6 month period	\$ 19.00	\$ 4.50	\$ 3.86	<b>\$ 27.36</b>

**APPRENTICE RATIO: After employing one (1) Laborer, the next laborer employed may be an apprentice, after employing four (4) Laborers, an apprentice shall be employed as the next laborer employed. After the first apprentice is employed, the ratio of Apprentices to Laborers shall not exceed one (1) Apprentice for three (3) Laborers**

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

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**LABORERS, Continued**

Scope of work under this trade includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

**Scaffolds:** The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers and other construction trades. Building planking or installation and removal of all staging, swing and hanging scaffolds, including maintenance thereof up to a height of 14 feet.

**Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines:** Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Erection, dismantling and/pre-installation of all fences.

**Concrete, Bituminous Concrete and Aggregates:** Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and Wrecking.

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Mowers, Guardrail and Fencer Erectors, Rod Carriers, and Pressure Washing



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**MILLWRIGHTS, MACHINERY ERECTORS & DIVERS**

Millwrights, Machinery Erectors	\$ 33.00	\$ 5.65	\$ 13.28	<b>\$ 51.93</b>
Foreman - (2 to 10 Millwrights)	\$ 35.31	\$ 5.65	\$ 13.28	<b>\$ 54.24</b>
General Foreman - (2 or more Foremen and can serve as a Crew Foreman)	\$ 36.30	\$ 5.65	\$ 13.28	<b>\$ 55.23</b>
Diver - wet dry days (2)	\$ 39.04	\$ 5.65	\$ 13.28	<b>\$ 57.97</b>

**Per Hour Premiums:**

On wet days, a Diver shall be paid the Diver rate and penetration pay of **\$2.00** per foot per day in excess of twenty (20) feet after entering an enclosed structure that has no direct path to the surface.

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st Year	\$ 21.45	\$ 5.65	\$ 13.28	<b>\$ 40.38</b>
2nd Year	\$ 24.75	\$ 5.65	\$ 13.28	<b>\$ 43.68</b>
3rd Year	\$ 28.05	\$ 5.65	\$ 13.28	<b>\$ 46.98</b>
4th Year	\$ 31.35	\$ 5.65	\$ 13.28	<b>\$ 50.28</b>

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

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not be limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

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<b><u>OPERATING ENGINEERS</u></b>				
A-Frame Truck	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Air Compressor	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Compressor, Above 250 CFM	\$ 23.85	\$ 7.55	\$ 6.50	<b>\$ 37.90</b>
Backhoe-Loader Combination	\$ 27.13	\$ 7.55	\$ 6.50	<b>\$ 41.18</b>
Batching Plant	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Bobcat/Skid Steer	\$ 23.50	\$ 4.50	\$ 3.86	<b>\$ 31.86</b>
Boom Hauling Truck	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Boring Machine	\$ 25.75	\$ 7.55	\$ 5.50	<b>\$ 38.80</b>
Bulldozer	\$ 29.75	\$ 7.55	\$ 5.00	<b>\$ 42.30</b>
Concrete Mixer	\$ 31.47	\$ 7.55	\$ 5.00	<b>\$ 44.02</b>
Concrete Placing Booms	\$ 30.75	\$ 7.55	\$ 6.50	<b>\$ 44.80</b>
Concrete Pump, Trailer Mounted	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Concrete Pump, Truck Mounted	\$ 30.75	\$ 7.55	\$ 6.50	<b>\$ 44.80</b>
Crane 100 Ton - 199, Medium Top Drive				
Drill Rig. All Friction Cranes performing duty cycle work (clam shelling pile driving, drag line work.	\$ 38.00	\$ 7.55	\$ 5.00	<b>\$ 50.55</b>
Crane 200 Ton+, Large Top Drive Drill Rigs	\$ 39.00	\$ 7.55	\$ 5.00	<b>\$ 51.55</b>
Crane 99 Ton and Below	\$ 36.75	\$ 7.55	\$ 5.00	<b>\$ 49.30</b>
Directional Boring and Drilling Machine	\$ 31.47	\$ 7.55	\$ 5.00	<b>\$ 44.02</b>
Distributor	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Dozer	\$ 27.13	\$ 7.55	\$ 6.50	<b>\$ 41.18</b>
Drill Rig, Truck Mounted, Watson Class	\$ 30.75	\$ 7.55	\$ 6.50	<b>\$ 44.80</b>
Drill Rig, Truck Mounted, Sterling Class	\$ 27.13	\$ 7.55	\$ 6.50	<b>\$ 41.18</b>
Driver, Miscellaneous Trucks	\$ 23.85	\$ 7.55	\$ 6.50	<b>\$ 37.90</b>
Electric Tower Cranes	\$ 38.38	\$ 7.55	\$ 6.50	<b>\$ 52.43</b>
Excavator	\$ 27.13	\$ 7.55	\$ 6.50	<b>\$ 41.18</b>
Finish Machine - Paving	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Forklift/Lull	\$ 23.50	\$ 4.50	\$ 3.86	<b>\$ 31.86</b>
Front-End Loader	\$ 23.50	\$ 4.50	\$ 3.86	<b>\$ 31.86</b>
Fuel Truck	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Gradall	\$ 27.13	\$ 7.55	\$ 6.50	<b>\$ 41.18</b>
Grader	\$ 30.75	\$ 7.55	\$ 6.50	<b>\$ 44.80</b>
Grease Truck	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Hoist (Electric, Hydraulic, Air) Personnel,				
Material, Tugger	\$ 26.50	\$ 7.55	\$ 6.50	<b>\$ 40.55</b>
Hydraulic Backhoe	\$ 29.75	\$ 7.55	\$ 5.00	<b>\$ 42.30</b>
Inside Elevators, Temporary Only	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Locomotive Operator	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Lowboy Truck	\$ 25.75	\$ 7.55	\$ 5.00	<b>\$ 38.30</b>
Mechanic I	\$ 37.57	\$ 7.55	\$ 6.50	<b>\$ 51.62</b>
Mechanic II	\$ 27.13	\$ 7.55	\$ 6.50	<b>\$ 41.18</b>
Mechanic's Helper	\$ 24.50	\$ 7.55	\$ 6.50	<b>\$ 38.55</b>

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**OPERATING ENGINEERS, Continued**

Milling Machine	\$ 16.20	\$ -	\$ -	\$ 16.20
Motor Grader	\$ 31.47	\$ 7.55	\$ 5.00	\$ 44.02
Motor Mixing Pump (All types)	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Off-Road Trucks	\$ 23.85	\$ 7.55	\$ 6.50	\$ 37.90
Oiler, Crawler Crane	\$ 24.50	\$ 7.55	\$ 6.50	\$ 38.55
Oiler/Driver/Flagman	\$ 28.03	\$ 7.55	\$ 6.50	\$ 42.08
Pan	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Pavement Breaker	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Pumps/ Dewatering Systems 4 in. and over	\$ 23.85	\$ 7.55	\$ 6.50	\$ 37.90
Roller	\$ 23.85	\$ 7.55	\$ 6.50	\$ 37.90
Scraper	\$ 23.85	\$ 7.55	\$ 6.50	\$ 37.90
Spreading/Finishing Machine	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Straddle Buggy/Travel Lift	\$ 27.13	\$ 7.55	\$ 6.50	\$ 41.18
Tack Truck	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Trackhoe	\$ 27.13	\$ 7.55	\$ 6.50	\$ 41.18
Tractors	\$ 23.85	\$ 7.55	\$ 6.50	\$ 37.90
Trenching and Ditching Machine	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Utility Operator, Less than 6 Pieces of				
Miscellaneous Equipment	\$ 23.85	\$ 7.55	\$ 6.50	\$ 37.90
Vactor Truck	\$ 23.87			\$ 23.87
Vacuum Pump	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Water Truck Driver	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Welder	\$ 27.13	\$ 7.55	\$ 6.50	\$ 41.18
Welding Machines, three (3) or more	\$ 23.85	\$ 7.55	\$ 6.50	\$ 37.90
Winch Truck	\$ 25.75	\$ 7.55	\$ 5.00	\$ 38.30
Yard Crane	\$ 29.75	\$ 7.55	\$ 5.00	\$ 42.30

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st 6 months	\$ 22.23	\$ 7.55	\$ 6.50	\$ 36.28
2nd 6 months	\$ 22.82	\$ 7.55	\$ 6.50	\$ 36.87
3rd 6 months	\$ 23.41	\$ 7.55	\$ 6.50	\$ 37.46
4th 6 months	\$ 24.00	\$ 7.55	\$ 6.50	\$ 38.05
5th 6 months	\$ 24.60	\$ 7.55	\$ 6.50	\$ 38.65
6th 6 months	\$ 25.19	\$ 7.55	\$ 6.50	\$ 39.24
7th 6 months	\$ 25.79	\$ 7.55	\$ 6.50	\$ 39.84
8th 6 months	\$ 26.38	\$ 7.55	\$ 6.50	\$ 40.43

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

**APPRENTICE RATIO: Three (3) Apprentices to one (1) Operator. Apprentices must be under the supervision of an Operator**

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**PAINTERS/WALL COVERING INSTALLATIONS**

Painter - Commercial	\$ 18.13	\$ 7.06	\$ 6.16	<b>\$ 31.35</b>
Painter - Industrial	\$ 22.48	\$ 7.06	\$ 6.16	<b>\$ 35.70</b>
Painter (Highway/Parking Lot Striper)	\$ 18.13	\$ 7.06	\$ 6.16	<b>\$ 31.35</b>

**Per Hour Premiums:**

**\$1.00** Charge person working up to 5 employees

**\$1.50** Charge person working 6 or more employees

**\$1.00** General Foreman above highest paid charge person

**\$1.00** Swing-Stage

**\$2.00** Thermal-Spray/Metalizing

**\$ .50** Apprentices - steel, swing/stage, tanks, lead/asbestos abatement, power facilities, catalyzed epoxies, urethanes, HIPAC coatings

**Highway/Parking Lot Striping Only**

Operator (Spray Nozzleman)	\$ 16.20	\$ -	\$ -	<b>\$ 16.20</b>
Operator (Striping Machine)	\$ 16.20	\$ -	\$ -	<b>\$ 16.20</b>

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st 6 months	\$ 11.78	\$ 7.06	\$ 1.77	<b>\$ 20.61</b>
2nd 6 months	\$ 12.69	\$ 7.06	\$ 1.77	<b>\$ 21.52</b>
3rd 6 months	\$ 13.60	\$ 7.06	\$ 1.77	<b>\$ 22.43</b>
4th 6 months	\$ 14.50	\$ 7.06	\$ 1.77	<b>\$ 23.33</b>
5th 6 months	\$ 15.41	\$ 7.06	\$ 1.77	<b>\$ 24.24</b>
6th 6 months	\$ 16.32	\$ 7.06	\$ 1.77	<b>\$ 25.15</b>
7th and 8th 6 months	\$ 17.22	\$ 7.06	\$ 1.77	<b>\$ 26.05</b>

**APPRENTICE RATIO: One (1) Apprentice to every one (1) Painter/Wall Covering Installer**

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

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems;

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**PAINTERS/WALL COVERING INSTALLATIONS, Continued**

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

**WALL COVERING INSTALLATIONS**

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

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**PILEDRIVERS, BRIDGE CARPENTERS & DIVERS**

Piledrivers and Bridge Carpenters	\$ 26.50	\$ 5.10	\$ 7.30	<b>\$ 38.90</b>
Foreman	\$ 30.00	\$ 5.10	\$ 7.30	<b>\$ 42.40</b>
(All piledriving crews shall consist of at least one paid foreman)				
Divers (Wet days up to 59' or Dry days)	\$ 30.70	\$ 5.10	\$ 7.30	<b>\$ 43.10</b>
Diver Tenders	\$ 30.70	\$ 5.10	\$ 7.30	<b>\$ 43.10</b>
Diver Foreman	\$ 34.20	\$ 5.10	\$ 7.30	<b>\$ 46.60</b>

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of \$1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of \$2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of \$1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: \$1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

**Per Hour Premiums:**

\$0.50 Certified Welders

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.**

1st year	\$ 17.76	\$ 5.10	\$ 7.30	<b>\$ 30.16</b>
2nd year	\$ 19.88	\$ 5.10	\$ 7.30	<b>\$ 32.28</b>
3rd year	\$ 21.73	\$ 5.10	\$ 7.30	<b>\$ 34.13</b>
4th year	\$ 23.85	\$ 5.10	\$ 7.30	<b>\$ 36.25</b>

**APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter**

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

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

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**PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued**

Jobsite moving and spotting of barges used in connection with piling work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or post stressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, offshore drilling platforms of oil, gas, or any other purpose, coal docks, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used, made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles; Test piles and other test materials, including the securing of such materials except for independent testing equipment done by an independent testing laboratory;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augured, pre-augured or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of wailing, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite. All labor (except the work of the Operating Engineers and Oilers) employed in the actual operation of Piledriving equipment used from whatever purpose, including the operation of deck winches. The operation of vibratory hammer controls, hammer throttle valves and panels not permanently fixed to a crane within reach of the Operator work.

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalinization plants; inspecting, surveying , removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

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**PIPEFITTERS, AIR CONDITIONING & REFRIGERATION**

**R-1 ALL PIPING NOT FOR AIR CONDITIONING WORK; AND, COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS**

Pipefitter, Air Conditioning & Refrigeration	\$ 42.08	\$ 8.30	\$ 6.75	<b>\$ 57.13</b>
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**R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC SYSTEMS REFRIGERATION, PIPING UP TO 100 TONS**

Pipefitter, Air Conditioning & Refrigeration	\$ 33.66	\$ 8.30	\$ 6.40	<b>\$ 48.36</b>
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**R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS**

Pipefitter, Air Conditioning & Refrigeration	\$ 27.35	\$ 8.05	\$ 5.75	<b>\$ 41.15</b>
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**R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS**

Pipefitter, Air Conditioning & Refrigeration	\$ 23.14	\$ 8.05	\$ 1.00	<b>\$ 32.19</b>
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**Foreman** - Required for four (4) or more workers; also required on all jobs 150 tons or over. A foreman may supervise up to nine (9) Pipefitter, Air Conditioning & Refrigeration Workers.

	\$ 48.39	\$ 8.30	\$ 6.75	<b>\$ 63.44</b>
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**General Foreman** - Required when three (3) foremen are required. A general foreman may supervise up to five (5) foreman.

	\$ 52.60	\$ 8.30	\$ 6.75	<b>\$ 67.65</b>
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**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st year	\$ 18.79	\$ -	\$ 0.35	<b>\$ 19.14</b>
2nd year	\$ 20.44	\$ 6.15	\$ 0.35	<b>\$ 26.94</b>
3rd year	\$ 24.65	\$ 6.15	\$ 0.35	<b>\$ 31.15</b>
4th year	\$ 26.75	\$ 6.15	\$ 3.74	<b>\$ 36.64</b>
5th year	\$ 31.41	\$ 6.15	\$ 3.90	<b>\$ 41.46</b>

**APPRENTICE RATIO: One (1) Apprentice to one (1) Pipefitter, Air Conditioning & Refrigeration Worker**

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



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**PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued**

Scope of work under this trade includes but is not be limited to: All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and aquariums.

All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under pubic operation.)

The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.

The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc., when used in connection with the pipefitting industry.

Make-up water supply from main to equipment installed by Pipefitters.

All meters for measuring a volume of any substance, when used in connection with the pipefitting industry.

The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)

All solar systems, piping and collectors of every description when used in connection with the pipefitting industry.

The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.

All gas piping from the main to the meter. All distribution lines.

The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry.

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**PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued**

The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices, when used in connection with the pipefitting industry.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.

Installations of drain lines from equipment installed by pipefitters where drain lines drop to a safe waste, floor drain, roof, or any open fixture and where drain lines are not directly connected to a sanitary system.

Recovery condensate systems in their entirety.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.

The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of vacuum systems when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.

All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work.

All piping for railing work and racks of every description, whether screwed or welded when assigned by the Contractor.

All power plant piping of every description, as it applies to the pipefitting industry.

The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by this trade classification.

Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.

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**PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued**

All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints used in connection with the pipefitting industry including pipe fusing.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in connection with the pipefitting industry.

The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by this trade classification.

All soot blowers and soot collecting piping systems, when used in, connection with the pipefitting industry.

All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and by products and refining of same, when used in connection with the pipefitting industry.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.

All pneumatic transit tube work and all piping for carrying systems by vacuum.

All process piping and equipment for refining, manufacturing, and industrial purposes.

The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.

The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.

The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.

The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.

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**PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued**

The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.

The setting, erecting and piping of all cooling towers and evaporative condensers.

All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws.

All work done in the pipefitter industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees under this trade classification.

The operation of pumps, air compressors and welding machines when used in conjunction with work covered by the pipefitters, shall be done by this trade classification.

The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by this trade classification.

Temporary mechanical equipment and air conditioning systems shall be installed and serviced by this trade classification.

The unloading and handling from curbstone delivery, all equipment (including cooling towers) materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.

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**PLUMBERS**

Plumbers	\$ 30.93	\$ 7.10	\$ 5.59	<b>\$ 43.62</b>
Foremen (10 or more employees)	\$ 35.57	\$ 7.10	\$ 5.59	<b>\$ 48.26</b>
General Foremen (16 or more employees)	\$ 40.21	\$ 7.10	\$ 5.59	<b>\$ 52.90</b>

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

1st year	\$ 16.70	\$ 3.64	\$ 0.40	<b>\$ 20.74</b>
2nd year	\$ 17.63	\$ 5.19	\$ 2.10	<b>\$ 24.92</b>
3rd year	\$ 18.87	\$ 5.29	\$ 2.28	<b>\$ 26.44</b>
4th year	\$ 20.10	\$ 5.35	\$ 2.28	<b>\$ 27.73</b>
5th year	\$ 23.20	\$ 5.26	\$ 2.28	<b>\$ 30.74</b>

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

Scope of work under this trade includes but is not be limited to: the installation of appliances, piping and plumbing fixtures to be done by plumber and plumbers apprentices. All job site unloading from tailgate and after, all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers and plumber apprentices. Also included, where required, cement under tubs and all cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hoses for tests. Additionally where required: covering of fixtures for protection, grouting of all fixtures and cementing of all plumbing pipe chases and sleeves.

Plumber shall mean any person employed by a firm or corporation lawfully licensed to contract for and install work covered by the Plumbing Code of Miami-Dade County. The scope of work shall be, but not limited to as follows: All piping, setting and hanging of all units and fixtures for plumbing systems, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment. All piping in connection with central distributing filtration treatment stations, boosting stations, water and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basin, filter basins, settling basins, and aeration basins or tanks and lift stations on private property.

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**PLUMBERS, Continued**

All potable water mains for whatever source, including branches and fire hydrants, etc. All potable water services from mains to buildings, including water meters and water meter foundations. All piping for potable water filters, water softeners, water meters and the setting of the same. All meters for measuring a volume of any substance, when used in connection with the plumbing industry. The laying out and cutting of holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports and boxes used in connection with the plumbing industry. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in connection with plumbing. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method, when used in connection with the plumbing industry.

Prepare and grade trenches either manually or with machines in connection with the plumbing. The setting and hanging of all units or fixtures for ice making when units are complete and ready for operation. All Solar systems, piping and collectors of every description when used. All gas piping on the building side of meter, all piping of air systems including the assembling, erecting, handling and setting of all equipment used in the systems. The assembling, erecting, handling and setting of tanks, piping of instruments, measuring devices, thermostatic controls, gauges boards and other controls, oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto. Installation of drain lines from equipment installed by pipefitters where directly connected to a sanitary system and condensate drain as part of system.

Down spouts and drainage area soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, air conditioning and heating drain directly connected to storm drains and condensation systems. The installation and service of vacuum cleaning equipment and piping, vacuum systems and the installation and service of oxygen systems. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked, expanded and rolled joints, or any other mode or method of making joints in connection with the plumbing industry.

Inspections of sewer lines for leak and damages through the use of video camera inspections and the repairing of any leaks or replacing pipes.

Smoke testing on sanitary piping systems and the repairing of damaged pipes; domestic water piping, reclaim water and irrigation water distribution; water pipe locating and leak detection and repairs of all water services, water distribution, irrigation and reclaim water piping.

All reclaim water systems and water harvesting systems installed and maintained by the plumbers including underground tank, above ground tanks, pumps and filters and filtering systems.

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<b>ROOFERS</b>				
Roofers	\$ 26.82	\$ 6.74	\$ 3.00	<b>\$ 36.56</b>
Foreman	\$ 28.82	\$ 6.74	\$ 3.00	<b>\$ 38.56</b>
Helper 1st year	\$ 13.41	\$ 6.74	\$ 3.00	<b>\$ 23.15</b>
Helper 2nd year	\$ 16.09	\$ 6.74	\$ 3.00	<b>\$ 25.83</b>
Helper 3rd year	\$ 18.77	\$ 6.74	\$ 3.00	<b>\$ 28.51</b>

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

The application and installation of the following types of work: All forms of elastomeric, elasto-plastic and thermo-plastic roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to Polyvinyl chloride systems (PVC), Butyl Rubber, ethylene propylene diene monomer (EDPM), Polyisobutylene (PIB), Chlorinated polyethylene (CPE), Chlorosulfonated polyethylene (CSPE), Neoprene, Nitrile Alloy (NBP), Ethylene Interpolymers (EIP), Thermoplastic Polyolefins (TPO), Ethylene Tetra Fluoro Ethylene (ETFE).

All base flashings, curb flashings and counter flashings of elastomeric, elasto-plastic or thermos-plastic composition as outlined in (1) used to roof or waterproof intersections of horizontal surfaces.

All components of elastomeric, elasto-plastic and thermos-plastic roofing systems used to seal the roof, including but not limited to nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashing, drain flashings, compression seal, termination bars, caulking, and sealants.

All insulations applied with the above systems, whether laid dry, mechanically fastened or attached with adhesives.

All forms of composite insulations having nailable surfaces or any other means of attachments (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermo-plastic systems.

All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.

All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect inverted roof membrane assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermos-plastic systems to ensure that these systems are watertight.

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**ROOFERS, Continued**

All cleaning, preparing, priming and sealing of surfaces to be roofed, whether done by roller, mop, swab three-knot brush, squeegees, spray systems or any other means of application.

All handling, hoisting, lifting and storing of all roofing materials.

All tear off and/or removal of any type of roofing including ballast and all overburdens, all spading, sweeping, vacuuming and/or cleanup of any and all areas of any type where an elastomeric, elasto-plastic or thermos-plastic or similar product as listed above to be re-laid or any cleanup of any materials on any construction site and operation of equipment that are used these roofing systems under the roofing trade.

All components of water recapturing systems that is an integral part of these types of roofing systems that protect against water and moisture mitigation or intrusion.

All components of rooftop and sub-surface water recapture or rainwater harvest systems that are an integral part of these type roof systems where the primary purpose is to control and manage water run-off.

All water and flood testing of all roofing systems.

All substitutions, improvements, changes, modifications and/or alternatives to roofer jurisdiction or materials listed above.

All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials under this trade.



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**SHEET METAL WORKERS**

**Commercial**

Sheet Metal Workers	\$ 29.10	\$ 8.19	\$ 5.77	<b>\$ 43.06</b>
Foreman (4 - 10 workers)	\$ 32.01	\$ 8.19	\$ 5.77	<b>\$ 45.97</b>
General Foreman (2 or more Foreman)	\$ 33.47	\$ 8.19	\$ 5.77	<b>\$ 47.43</b>

**Industrial**

Sheet Metal Workers	\$ 38.57	\$ 8.19	\$ 6.06	<b>\$ 52.82</b>
Foremen (4 -10 workers)	\$ 44.36	\$ 8.19	\$ 6.06	<b>\$ 58.61</b>
General Foremen (2 or more Foremen)	\$ 46.28	\$ 8.19	\$ 6.06	<b>\$ 60.53</b>

Industrial Rate are used for Garbage Disposal Plants and Water & Sewer Treatment Plants.

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

**Commercial Apprentice**

1st 6 months	\$ 16.01	\$ 8.19	\$ 3.18	<b>\$ 27.38</b>
2nd 6 months	\$ 16.01	\$ 8.19	\$ 3.18	<b>\$ 27.38</b>
3rd 6 months	\$ 17.46	\$ 8.19	\$ 3.46	<b>\$ 29.11</b>
4th 6 months	\$ 18.92	\$ 8.19	\$ 3.76	<b>\$ 30.87</b>
5th 6 months	\$ 20.37	\$ 8.19	\$ 4.04	<b>\$ 32.60</b>
6th 6 months	\$ 21.83	\$ 8.19	\$ 4.33	<b>\$ 34.35</b>
7th 6 months	\$ 23.28	\$ 8.19	\$ 4.62	<b>\$ 36.09</b>
8th 6 months	\$ 24.74	\$ 8.19	\$ 4.91	<b>\$ 37.84</b>

**Industrial Apprentice**

1st 6 months	\$ 21.21	\$ 8.19	\$ 3.34	<b>\$ 32.74</b>
2nd 6 months	\$ 21.21	\$ 8.19	\$ 3.34	<b>\$ 32.74</b>
3rd 6 months	\$ 23.14	\$ 8.19	\$ 3.64	<b>\$ 34.97</b>
4th 6 months	\$ 25.07	\$ 8.19	\$ 3.94	<b>\$ 37.20</b>
5th 6 months	\$ 27.00	\$ 8.19	\$ 4.24	<b>\$ 39.43</b>
6th 6 months	\$ 28.93	\$ 8.19	\$ 4.55	<b>\$ 41.67</b>
7th 6 months	\$ 30.86	\$ 8.19	\$ 4.85	<b>\$ 43.90</b>
8th 6 months	\$ 32.78	\$ 8.19	\$ 5.16	<b>\$ 46.13</b>

**APPRENTICE RATIO: Three (3) Apprentices to three (3) Sheet Metal Workers**

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

**MIAMI-DADE COUNTY**  
**§2-11.16 CODE OF MIAMI-DADE COUNTY**  
**RESPONSIBLE WAGES AND BENEFITS SCHEDULE**  
**2024**

**"BUILDING CONSTRUCTION"**

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
------------------------------------	-----------------------	-----------------------------------	--------------------------------	-----------------------------

**SHEET METAL WORKERS, continued**

Scope of work under this trade includes but is not be limited to: (a) manufacture, fabrication, assembling, handling, erection, installations, dismantling, conditioning, adjustment, alteration, repairing and serving of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems and air-handling systems regardless of materials used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and, (e) installation of proprietary and non proprietary metal roofing.

**MIAMI-DADE COUNTY**  
**§2-11.16 CODE OF MIAMI-DADE COUNTY**  
**RESPONSIBLE WAGES AND BENEFITS SCHEDULE**  
**2024**

**"BUILDING CONSTRUCTION"**

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
---------------------------------	--------------------	-----------------------------	--------------------------	-----------------------

**SPRINKLER FITTERS**

Low Commercial: Construction up to 12 stories and all warehouses up to 800,000 square feet.

Sprinkler Fitters	\$ 30.78	\$ 11.10	\$ 10.45	<b>\$ 52.33</b>
Foreman (4 or less workers)	\$ 32.53	\$ 11.10	\$ 10.45	<b>\$ 54.08</b>
Foreman (5 or more workers)	\$ 33.03	\$ 11.10	\$ 10.45	<b>\$ 54.58</b>
General Foreman (15 or more workers)	\$ 35.03	\$ 11.10	\$ 10.45	<b>\$ 56.58</b>

Commercial: Construction 13 stories or more.

Sprinkler Fitters	\$ 32.03	\$ 11.10	\$ 10.45	<b>\$ 53.58</b>
Foreman (4 or less workers)	\$ 33.78	\$ 11.10	\$ 10.45	<b>\$ 55.33</b>
Foreman (5 or more workers)	\$ 34.28	\$ 11.10	\$ 10.45	<b>\$ 55.83</b>
General Foreman (15 or more workers)	\$ 36.28	\$ 11.10	\$ 10.45	<b>\$ 57.83</b>

**Apprentices:**

**NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see pages 7-8 of the Supplemental General Conditions for more information.**

**For Apprentices indentured after June 30, 2011 but prior to July 1, 2017**

1st year	\$ 16.02	\$ 11.10	\$ 1.63	<b>\$ 28.74</b>
2nd year	\$ 16.85	\$ 11.10	\$ 1.79	<b>\$ 29.74</b>
3rd year	\$ 19.22	\$ 11.10	\$ 2.11	<b>\$ 32.43</b>
4th year	\$ 23.09	\$ 11.10	\$ 9.64	<b>\$ 43.82</b>
5th year	\$ 26.16	\$ 11.10	\$ 9.96	<b>\$ 47.23</b>

**For Apprentices indentured after June 30, 2017**

1st year	\$ 16.02	\$ 11.10	\$ 1.63	<b>\$ 28.75</b>
2nd year	\$ 17.62	\$ 11.10	\$ 1.63	<b>\$ 30.35</b>
3rd year	\$ 19.22	\$ 11.10	\$ 1.63	<b>\$ 31.95</b>
4th year	\$ 23.09	\$ 11.10	\$ 8.83	<b>\$ 43.02</b>
5th year	\$ 26.16	\$ 11.10	\$ 8.83	<b>\$ 46.09</b>

**APPRENTICE RATIO: One (1) Apprentice for every two (2) Sprinkler Fitters**

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

Scope of work under this trade includes but is not be limited to: the installation of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping and tubing appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, hose houses and hydrants, standpipes and hose connections with sprinkler and alarm systems, also all tanks and pumps connected thereto, but excluding steam fire protection systems. Also, included shall be CO2 and Cardox systems and detection systems, mulsifyre, fog and fog foam, also dry chemical systems.

MIAMI-DADE COUNTY  
 §2-11.16 CODE OF MIAMI-DADE COUNTY  
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE  
 2024

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
------------------------------------	-----------------------	-----------------------------------	--------------------------------	-----------------------------

**WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.**

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, please contact Small Business Development for a wage determination.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

**Please Contact:**

**Office of Small Business Development  
 The Stephen P. Clark Center  
 111 N.W. 1st Street - 19th Floor  
 Miami, Florida 33128-1906  
 Phone Number: (305) 375-3111  
 Fax Number: (305) 375-3160**

# NOTICE

County Code §2-11.16



## NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

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### RESPONSIBLE WAGES AND BENEFITS

#### **MINIMUM WAGE**

You must be paid not less than the required base hourly rate and benefits listed in the Wages and Benefits Schedule for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the wage and benefits schedule posted with this notice for the type of work you are performing if benefits are not provided.

#### **OVERTIME**

You must be paid time and one-half of your rate of pay for all hours worked in excess of 40 hours in a week.

#### **APPRENTICES**

Apprentices rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

#### **SANCTIONS**

Sanctions for a first-time offender are 20% of the amount of underpayment payable to the County. The sanctions increase to 40% for the second underpayment and 60% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

**COMPLAINTS** Written complaints of underpayment should be filed with:

**Office of Small Business Development**  
111 NW 1<sup>ST</sup> Street, 19<sup>TH</sup> Floor Miami, FL 33128  
Telephone: (305) 375-3111 FAX: (305) 375-3160  
Email: [SBDMAIL@MIAMIDADE.GOV](mailto:SBDMAIL@MIAMIDADE.GOV)



miamidade.gov

Office of Small Business Development

111 NW 1 Street, 19<sup>th</sup> Floor

Miami, Florida 33128

T 305-375-3111 F 305-375-3160

**FAIR WAGE AFFIDAVIT**

Before me, the undersigned authority appeared \_\_\_\_\_ the  
(PRINT NAME)

\_\_\_\_\_ of \_\_\_\_\_,  
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that \_\_\_\_\_ shall pay workers on  
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

**State of FLORIDA  
County of Miami-Dade**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Personally, known or \_\_\_\_\_ produced identification.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Type of identification produced: \_\_\_\_\_



# Contractor Quick Start Guide

Version: 2

Date: 8/3/2022

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## Contractor Quick Start Guide

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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.

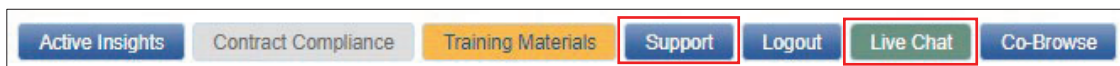
**It is important to understand that the LCPtracker validation rules operate to assist you in your compliance process only insofar as the correct classifications are chosen by the user, and the correct data is entered by the user.**

## 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:



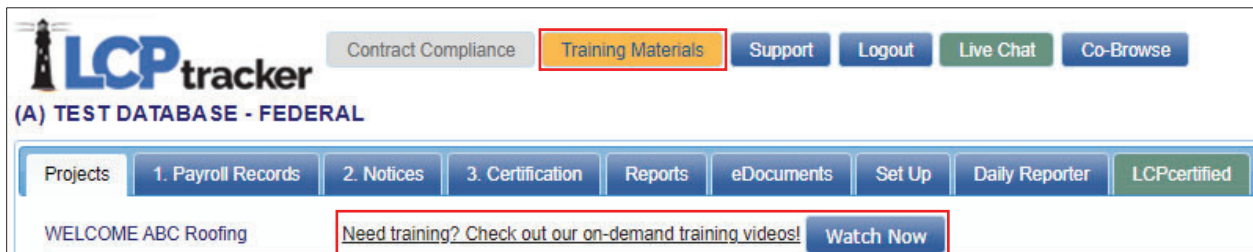
- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

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 as 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.

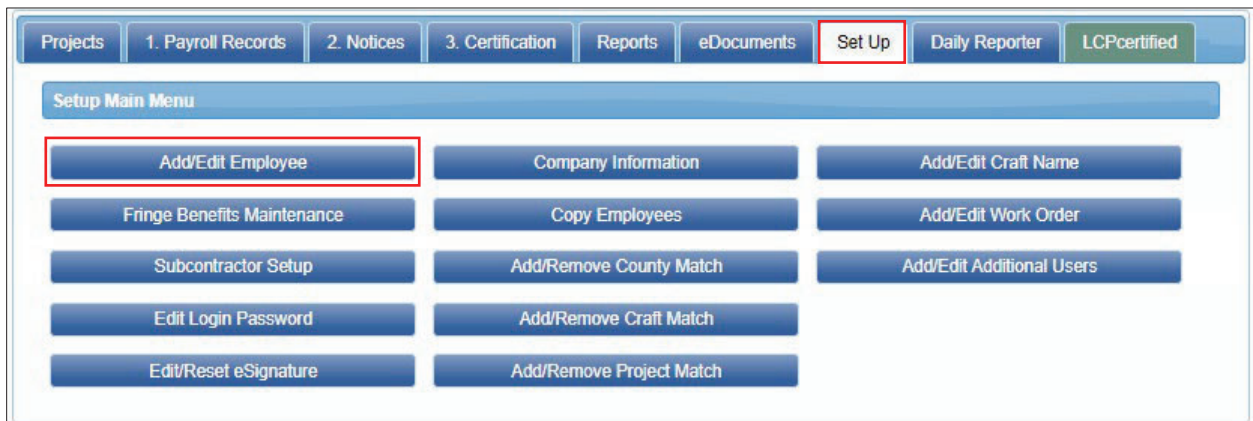


The screenshot shows the LCPtracker user interface. At the top left is the LCPtracker logo. To its right are navigation buttons: 'Contract Compliance', 'Training Materials' (highlighted with a red box), 'Support', 'Logout', 'Live Chat', and 'Co-Browse'. Below this is the text '(A) TEST DATABASE - FEDERAL'. A secondary navigation bar contains buttons for 'Projects', '1. Payroll Records', '2. Notices', '3. Certification', 'Reports', 'eDocuments', 'Set Up', 'Daily Reporter', and 'LCPcertified'. At the bottom left, it says 'WELCOME ABC Roofing'. At the bottom center, there is a red-bordered box containing the text 'Need training? Check out our on-demand training videos!' and a 'Watch Now' button.

## 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’.



The screenshot shows the 'Set Up' menu in the LCPtracker interface. The 'Set Up' button in the top navigation bar is highlighted with a red box. Below it is a 'Setup Main Menu' section containing a grid of buttons. The 'Add/Edit Employee' button is highlighted with a red box. Other buttons in the grid include: 'Company Information', 'Add/Edit Craft Name', 'Fringe Benefits Maintenance', 'Copy Employees', 'Add/Edit Work Order', 'Subcontractor Setup', 'Add/Remove County Match', 'Add/Edit Additional Users', 'Edit Login Password', 'Add/Remove Craft Match', and 'Edit/Reset eSignature', 'Add/Remove Project Match'.

## 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.

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

▼ Default Hourly Paid Fringes (As paid to Fund on behalf of employee)				
Vac / Hol / Dues	Health & Welfare	Pension	All Other	Training
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## Default Other Deductions Notes

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

---

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

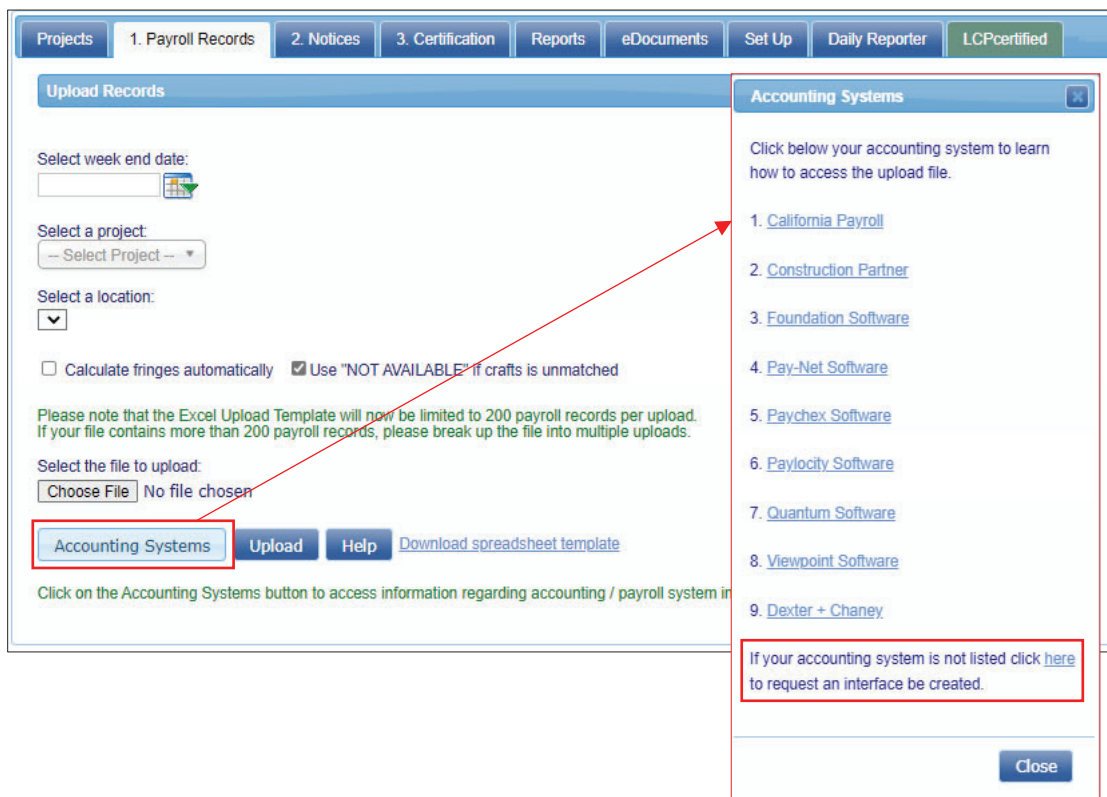
This option is only available if a week of payroll has been previously completed. In the Payroll Records tab, click the 'Copy Previous Payroll' button, select the project, then select the CPR to be copied.



## 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](http://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.



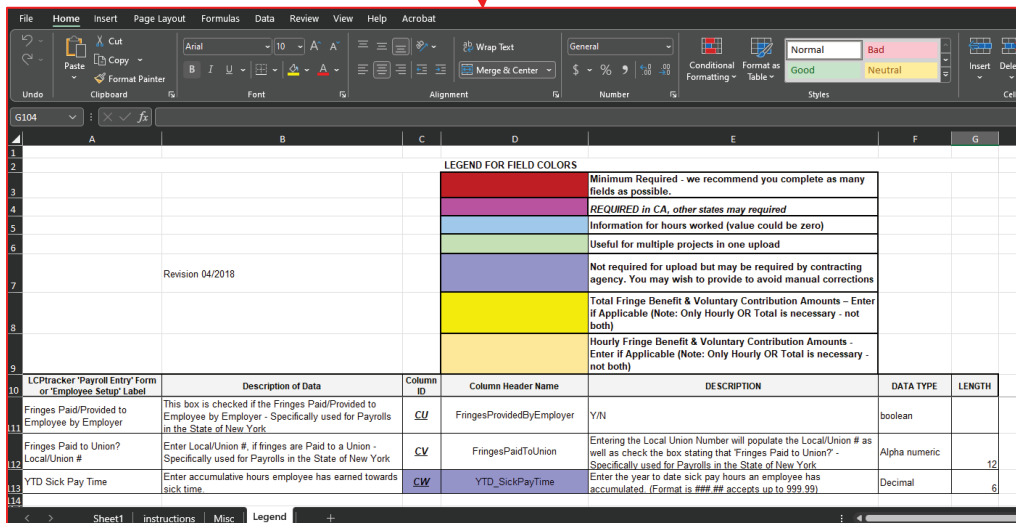
Click on the name of your payroll company, and a list of directions on how to obtain your export file will be available, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

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.



## 4. Direct Payroll Subscription/Interface (DPI)

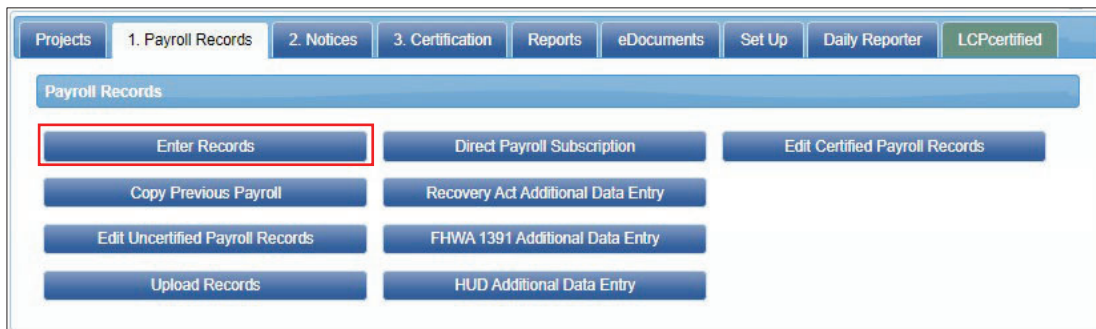
This option allows you to choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that 'Upload Records' button.



The screenshot shows the LCPtracker interface with the 'Payroll Records' section selected. The 'Upload Records' button is highlighted with a red box.

## 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.



The screenshot shows the LCPtracker interface with the 'Payroll Records' section selected. The 'Enter Records' button is highlighted with a red box.

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.

1. 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.

**Payroll record entry form (2 of 2)**

Week End Date: 6/3/2018      Contractor: Darren's Demo  
 Project: M59 Realignment      Sub To:  
 Employee: DUCK, DONALD      Contract ID: 5

Is Foreman     Is Owner/Operator

<sup>1</sup> <b>Gross Employee Pay This Project (Usually No Fringes)</b> <input style="width: 100%;" type="text" value="0.000"/>	<sup>2</sup> <b>Wages Paid in Lieu of Fringes (Total Cash Fringes)</b> <input style="width: 100%;" type="text" value="0.000"/>	These fields are Hourly rate fields (Usually No Fringes)			<sup>3</sup> <b>Rate in Lieu of Fringes (Cash Fringes)</b> <input style="width: 100%;" type="text" value="0.000"/>
<sup>4</sup> <sup>5</sup> <sup>6</sup>					
Base Hourly      Overtime Hourly      Doubletime Hourly					
<input style="width: 100%;" type="text" value="50.000"/> <input style="width: 100%;" type="text" value="0.000"/> <input style="width: 100%;" type="text" value="0.000"/>					

## 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).

▼ Classifications					
Jurisdiction	Location	Craft	Classification	Construction Type	
Federal Wages	Huron County, MI	Carpenter	Carpenter - Pending USDOL 02/01/2017	Highway	Edit

If you see a duplicate classification without an indicator such as shifts, apprentice levels/steps/periods, or premium pay, please contact our Support department for clarification

## 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).

Hours Worked Each Day for This Project Only								
	Monday 5/28/2018	Tuesday 5/29/2018	Wednesday 5/30/2018	Thursday 5/31/2018	Friday 6/1/2018	Saturday 6/2/2018	Sunday 6/3/2018	Total Hours
1 Regular Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**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.

Hours Worked Each Day for This Project Only								
	Monday 4/8/2019	Tuesday 4/9/2019	Wednesday 4/10/2019	Thursday 4/11/2019	Friday 4/12/2019	Saturday 4/13/2019	Sunday 4/14/2019	Total Hours
Regular Time	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00
Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00
Total Hours All Projects Worked	40.00							

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

You may utilize this section in two different ways:

1. Auto calculate



## 2. Manual entry

▼ Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)

Vac / Hol / Dues	Health & Welf.	Pension	All Other	Training	
0.000	0.000	0.000	0.000	0.000	
More...		More...			

Voluntary Contributions for all Projects

Pension	Medical
0	0

Vac/Hol/Dues Included in Gross Emp. Pay  
 Some or All Fringes Paid to Employee  
 Voluntary Contributions Included in Gross Emp. Pay  

Calculate Fringes

**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.

▼ Paycheck - Deductions, Payments and Notes (For All Projects Worked This Week)

Single Paycheck  Multiple Paychecks

**Deductions**

Fed Tax	Social Security	Medicare	State Tax	Local Taxes/SDI	Other	Vac/Dues	Savings	Total Deductions
0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

**Payments (If included in paycheck)**

Trav/Subs	Gross Pay All Projects	Paycheck Amount	Check Number *	Payment Date
0.000	0.000	0.000		

**Notes**

**Other Deduction Notes**

1. Deductions - 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. Trav/Subs - 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. Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.
5. Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.
6. Check Number – 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. Notes – 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”.

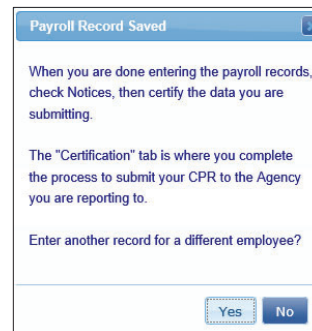
## Saving the Payroll Record

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

---

### SAVE WITH NO NOTICES

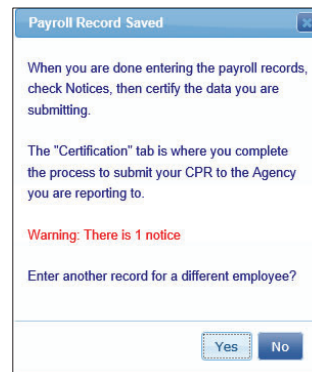
With a successful save you will get this message:



---

### 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.

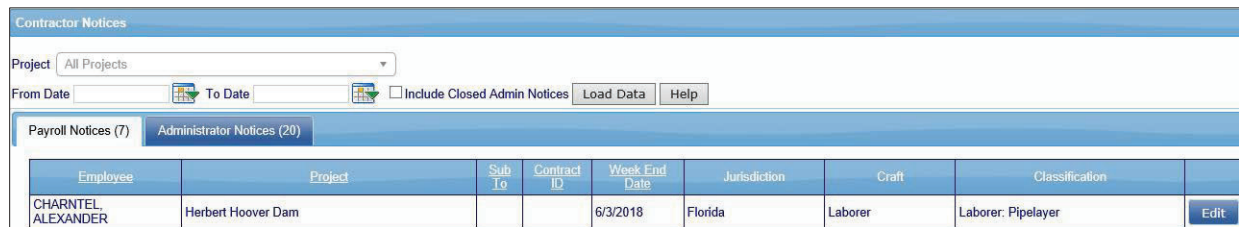


## 2. Notices Tab

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.



Employee	Project	Sub ID	Contract ID	Week End Date	Jurisdiction	Craft	Classification	
CHARNTEL ALEXANDER	Herbert Hoover Dam			6/3/2018	Florida	Laborer	Laborer: Pipelayer	Edit

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 [Support](#) 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.

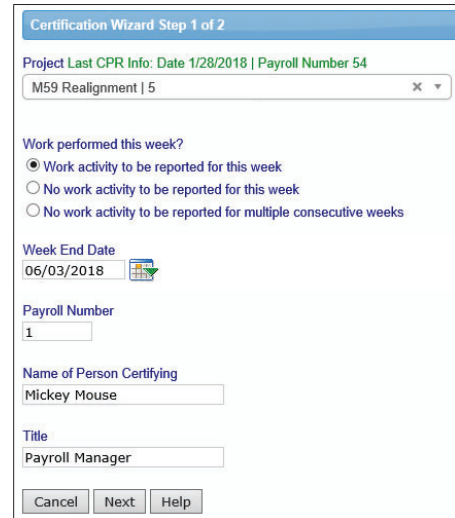
There are three options available to you when you certify your payroll:

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



The screenshot shows a web form titled "Certification Wizard Step 1 of 2". At the top, it displays "Project Last CPR Info: Date 1/28/2018 | Payroll Number 54". Below this is a dropdown menu showing "M59 Realignment | 5". The form asks "Work performed this week?" with three radio button options: "Work activity to be reported for this week" (selected), "No work activity to be reported for this week", and "No work activity to be reported for multiple consecutive weeks". There is a "Week End Date" field with a calendar icon, showing "06/03/2018". Below that is a "Payroll Number" field with the value "1". The "Name of Person Certifying" field contains "Mickey Mouse". The "Title" field contains "Payroll Manager". At the bottom are "Cancel", "Next", and "Help" buttons.

## 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 if 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.)

eSignature Password:

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.

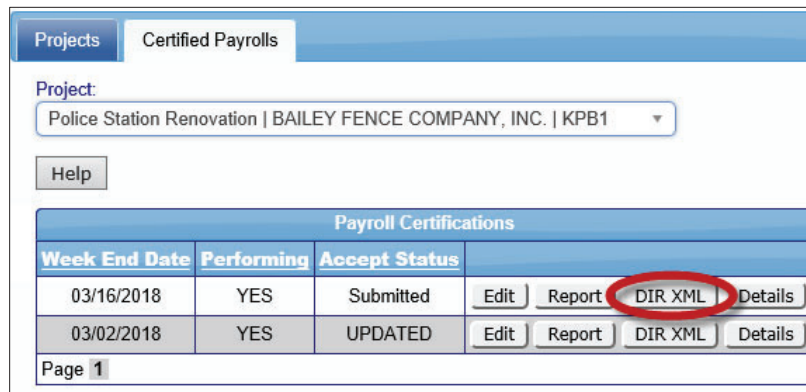
## State Specific Uploads

### 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



Payroll Certifications			
Week End Date	Performing	Accept Status	
03/16/2018	YES	Submitted	Edit Report <b>DIR XML</b> Details
03/02/2018	YES	UPDATED	Edit Report DIR XML Details

Page 1

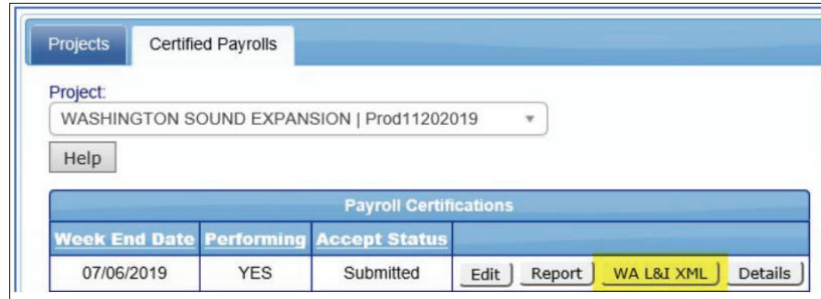
### Washington L&I XML Upload

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

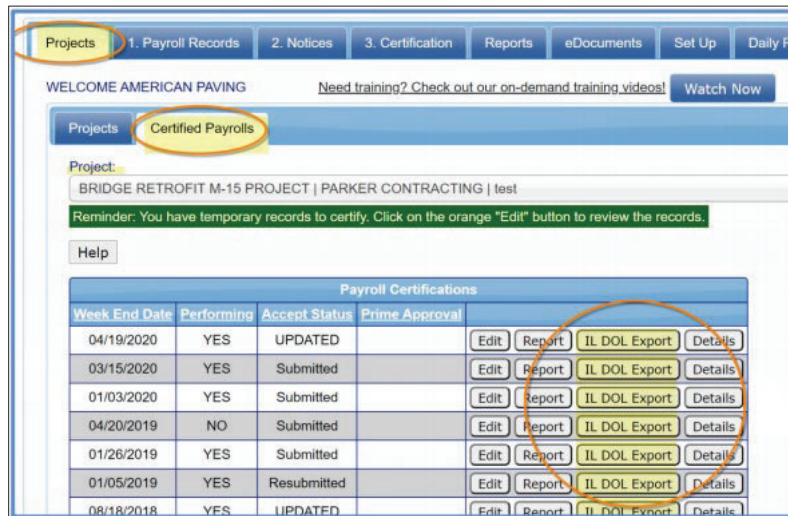


## Illinois DOL Export Upload

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.

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

STANDARD CONSTRUCTION  
GENERAL CONTRACT CONDITIONS

# Memorandum



**Date:** October 6, 2023

**To:** Department Directors

**From:** Danielle Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Danielle Levine Cava".

**Subject:** The Amended Standard Construction General Contract Conditions

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Pursuant to Implementing Order 3-57 (I.O. 3-57), the Office of Small Business Development (SBD), is responsible for the updating Standard Construction General Contract Conditions (known as "the Standard Construction Contract"). The Standard Construction Contract language is inserted in Miami-Dade County (County) construction project documents.

In 2021, I directed SBD to conduct a comprehensive review of construction general contract conditions and update the Standard Construction Contract to incorporate elements from my "Four E's Initiative," which highlight the importance of equity, economy, engagement, and the environment. SBD updated the Standard Construction Contract through a collaborative effort with the major capital user departments, construction organizations such as the National Association of Black Women in Construction, the Associated General Contractors of America, the Latin Builders Association, the Engineering Contractor's Association of South Florida Inc., Community Small Business Enterprises Association, Inc., and the Small Business Enterprises-Construction Advisory Board. SBD received a substantial number of comments from these contributors which were all reviewed and discussed with the County Attorney's Office for legal sufficiency. Many of the comments received were incorporated into the document to address ambiguity in the contract language and to expand the legal definition of various construction terms. The document also incorporates recent industry changes, Board policies and new legislative requirements from the state and federal governments.

Attached is the updated Standard Construction Contract for all capital construction projects for the County. As the County continues to move forward with this comprehensive standardization approach, it is expected that this effort will simplify the industries' understanding of the County's policies and procedures when providing construction services to the County, thereby reducing claims, associated costs, conflicts, and misrepresentation by all parties. The highlighted changes to the amended Standard Construction Contract are as follows:

- Section 1
  - Definitions - expanded and added terms.
- Section 2
  - Interpretations – clarified various terms.
- Sections 3 and 4:
  - Updated to clearly identify the roles of the Architect/Engineer, Field Representative and Owner.
- Section 5:
  - Key Personnel - the Contractor shall notify the Owner of any changes of key personnel and all replacement personnel prior to assigning them to the jobsite.



- Section 6:
  - Subcontractors – Updated language to restate the approval process for all subcontractors and specifically noting Sections 2-8.1 and 10-33.02 of the Code governing the Small Business Enterprise Program requirements.
- Section 8:
  - Contract Time, and Section 9, 9 B, Progress Payments – Amended both sections to address compensable and non-compensable project delays and the means and methods to address construction cost escalation.
- Section 9 (B):
  - Added Tax Exempt Owner Purchased Material

#### Standard Construction Contract

- Section 2-10.7 of the Code - Owner Direct Purchases Procedures.
- Section 12 C – Governing Law – Include Florida Fire Prevention Code.

#### Section 14 – Miscellaneous Provisions (Paragraph N)

- The Contractor shall be responsible for and acknowledge the County’s Recycling Programs when hauling materials that meets the requirement for a commercial business establishment. Please contact the Department of Solid Waste Management at [www.dswm@miamidade.gov](mailto:www.dswm@miamidade.gov) or visit [www.earth911.com](http://www.earth911.com) to search for recycling or disposal options and locations.

Any unique requirements needed by individual departments (e.g., security and federal requirements at Miami International Airport, state and federal requirements for Public Housing and Community Development) shall be addressed through Special Provisions to supplement the Standard Construction Contract. The Special Provisions shall be prepared and maintained by each managing department. In cases where there is a conflict between the Special Provisions and the Standard Construction Contract, the Special Provisions shall take precedence. A copy of each department’s special provisions and any updates thereof shall be provided to SBD for record keeping. The Standard Construction Contract, along with each Department’s Special Provisions will be available in the Capital Infrastructure Information System (CIIS) and on the Small Business Development’s webpage accessible to all County departments.

It is intended that this Standard Construction Contract be used for all construction projects to include projects processed under the County’s expedited process within the Miscellaneous Construction Contracts (MCC) Programs 7040 and 7360 Plans. All construction projects advertised after October 1<sup>st</sup>, 2023, will incorporate the attached Standard Construction Contract in the projects’ specifications. All projects not awarded but advertised should issue the attached as an addendum to replace the 2012 Standard Construction Contract. In all cases where this is not feasible, the contracting department will be required to submit to the Office of Small Business Development, in writing, the project name, project number and a brief description of why this directive cannot be accomplished.

Although this phase of construction contract standardization initiative is complete, SBD will continue to work with the capital departments to develop standard construction forms to include but not be limited to standard instructions to bidders, invitations to bid, bid forms, change order forms, and invoice forms. SBD will also continue working with INFORMS and the Information Technology Department to develop a universal electronic platform that will be used Countywide for sourcing construction projects.

If you have any questions, please contact Gary Hartfield, Director, Office of Small Business Development.

Attachments: Amended STANDARD CONSTRUCTION GENERAL CONTRACT CONDITIONS

C: Geri Bonzon-Keenan, County Attorney  
Gerald K. Sanchez, First Assistant County Attorney  
Jess M. McCarty, Executive Assistant County Attorney  
Office of the Mayor Senior Staff  
Gary T. Hartfield, Director, Office of Small Business Development

**STANDARD CONSTRUCTION**  
**GENERAL CONTRACT CONDITIONS**  
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[NOTE: THIS STANDARD CONSTRUCTION GENERAL CONTRACT CONDITIONS HAVE BEEN PREPARED FOR USE IN ALL CONSTRUCTION (DESIGN-BID-BUILD) CONTRACTS AND OTHERWISE IN ACCORDANCE WITH IMPLEMENTING ORDER 3-57.

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## 1. DEFINITIONS

Addendum/Addenda: A modification or clarification of the Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Administrative Orders/Implementing Orders (AO/IO): a list of Miami-Dade County Administrative Orders and Implementing Orders is available online at:

<http://www.miamidade.gov/ao/home.asp?Process=completelista> Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Allowance Account (Contingency Account): Account in which a stated maximum dollar amount is included in the Contract for the purpose of funding, at the sole discretion of the Owner, unforeseen and/or changed conditions or extra work arising during the prosecution of the Work or any other changes issued by the Owner. The scope and limitations regarding use of the Allowance Account are contained in the Contract Documents. The performance of any work under this Allowance Account, shall be authorized by a written Work Order issued by the Owner.

Allowance Account(s) (Dedicated): Account(s) in which stated maximum dollar amount(s) are included in the Contract for the purpose of funding specific pre-identified items of work at the sole discretion of the Owner. The scope and limitations regarding use of the Dedicated Allowance Account(s) are contained in the Contract Documents.

Architect/Engineer: Owner or its authorized representatives identified in the Notice-to-Proceed letter, which may include but is not limited to the Owner's Resident Architect/Engineer, the Construction Manager, the Owner's representatives, and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, or an Architect/Engineer is not otherwise specified in the Notice-to-Proceed, the term shall be read as coterminous with the term "Owner."

Art in Public Places: Miami-Dade County program established in Miami-Dade County Code Section 2-11.15 providing a one and a half percent (1.5%) of each County project's construction and engineering design cost to fund a public art component within the Project. Coordination and installation of the Artist's work is included as part of the scope of the Contractor's services to the extent that it is defined in the Bid Documents. The cost of this program is budgetary, funded by the Department, and shall not be included in the Contractor's bid.

Artist: Person(s) chosen through the Art in Public Places program to design and fabricate or specify an integrated work of art for the Project. The term Artist as may be referred to in the Contract Documents means the Artist and/or their authorized representative.

As-Built Documents: Documents signed and sealed by an appropriately licensed professional and submitted by the Contractor during and/or upon completion of the Contract reflecting actual installed/built conditions and all changes made in the Contract Documents during the construction process and showing the exact dimensions, geometry, location, identification and such other information as required by the Contract Documents and/or Architect/Engineer for all elements of the work completed under the contract (also referred to as "As-Built Drawings" or "As-Builts"). Final payment is conditional upon the receipt of As-Built Documents.

Award: Action taken by the Owner to accept the Bid submitted by the Contractor to perform the Work described in the Contract Documents.

Baseline Construction Schedule: A schedule submitted by the Contractor in accordance with the Contract Documents, reviewed and approved by the Owner that is used by the Contractor to plan the performance of the Work. The Contract Documents may require interim Baseline Construction Schedules be submitted for only a portion of the initial Work to be followed by a Baseline Construction Schedule covering all the Work. The Baseline Construction Schedule shall also be used to quantify delays in accordance with the Contract Documents. While the Baseline Construction Schedule remains unchanged, updates to the Baseline Construction Schedule are prepared and submitted by the Contractor per the Contract Documents. The Baseline Construction Schedule shall only be revised and submitted again for review and approval by the Owner as required by the Contract Documents.

BCC: Board of County Commissioners, the governing board of Miami-Dade County.

Beneficial Occupancy: The point at which the Owner or Architect/Engineer determines that the Work or any portion thereof can be occupied from a regulatory and work function standpoint prior to Substantial Completion of the Work. Beneficial Occupancy will not relieve the Contractor of any of its obligations relative to Substantial Completion, or of its responsibility to fully complete the Work in accordance with the Contract Documents.

Bid: The written offer of a Bidder to perform the Work.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Security, Construction Contract, all contractual forms, General Conditions, Special Provisions, Technical Specifications and Contract Drawings, together with all Addenda and any other applicable standards, regulations, laws and permits as described within these other documents which may be incorporated by reference.

Bid Item: A specific item of work represented by a line item in the Bid Form.

Bid Form: The form on which Bids are submitted.

Bid Security: (Also known as Bid Bond) The cashier's check, certified check or bid bond, accompanying the Bid and submitted by the prospective bidder, as a guarantee that the prospective bidder will enter into a contract with the Owner for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to him.

Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work.

Certificate of Substantial Completion: Certificate issued to the Contractor by the Owner certifying that Substantial Completion has been achieved.

Certificate of Completion: Certificate issued by the local building official providing proof that a structure or system is complete and, for certain types of permits, is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as a shell building, prior to the issuance of a Certificate of Occupancy by the local building official.

Certificate of Final Acceptance: Certificate issued to the Contractor by the Owner certifying that Final Acceptance has been achieved in accordance with the definition reflected herein (see Final Acceptance definition).

Certificate of Occupancy: Certificate issued by the local building official after the building official inspects the building or structure and finds no violations of the provisions of applicable codes or other laws that are enforced by the local building department.

Change Notice: A document issued by the Architect/Engineer or Owner to the Contractor specifying a proposed change to the Contract Documents and requesting a price proposal from the Contractor, if applicable, within a specified time period.

Change Order: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract Documents.

Claim: A Claim should include any request for additional compensation, time, or other relief arising out of or relating to the Contract Documents, including without limitation, requests for equitable adjustments and breach of contract.

Commissioning: A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that all of the commissioned systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.

Construction Staging Area: Property which may be available for use by the Contractor during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

Construction Contract: The agreement executed by the Contractor and the Owner covering the performance of the Work including the furnishing of labor, superintendence, materials, tools, and equipment as indicated in the Contract Documents. The term "Contract" shall have the same meaning.

Construction Inspection Services: Services performed by the Owner or a consultant to the Owner to verify that the Work is being performed in accordance with the Contract Documents. The use of these services shall not relieve the Design/Builder of their responsibilities under the Contract Documents.

Consultant: See Architect/Engineer.

Contract Documents: Bid Documents, Contract Summary, General Conditions, Special Conditions, Technical Specifications, Change Orders, Payment and Performance Bonds, Work Orders, Approved Schedules, Approved Shop Drawings and Approved Working Drawings.

Contract Drawings: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work. Contract Drawings are confidential under the Florida Public Records Act and the Contractor is responsible for maintaining confidentiality during and after the progress of the Work.

Contractor: The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, duly licensed under Florida Statutes, which, as an independent Contractor, has entered a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

Contract Summary: The written agreement between the County and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Time: The number of days allowed for completion of the Work commencing with the effective date of Notice to Proceed and ending with the date of Substantial Completion or Final Completion, including completion of punch list items, as determined by the Owner or the Owner's designee. The Contract Time will be stipulated in the Contract Documents unless extended by a Change Order or by a Work Order.

County: See Owner.

County Mayor: The Mayor of Miami-Dade County, Florida, or the County Mayor's designee.

Critical Path: Longest sequence of activities in a project's schedule which defines the project completion date and which must be completed on time in order for the project to be completed on schedule.

Delays: May be Excusable or Non-Excusable. Excusable Delays may be Compensable or Non-Compensable, as further defined within the text of these General Conditions.

Days: Unless otherwise designated, days mean calendar days.

Department Director: The Director of the Miami-Dade County Department implementing the work or the Director's designee.

Department Director's Representative: The person or persons designated by the Department Director to act on his behalf in the administration of the contract within the limits of their respective authorization.

Direct Costs: Direct Costs recoverable by the Contractor as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the reasonable additional cost of rental of any Special Equipment or Machinery. Labor shall be limited to site labor costs, including Employer's Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the Contract Documents and materials approved by the Architect/Engineer as necessary to install the permanent materials in an efficient and workmanlike manner. For special equipment or machinery not listed in said document, the Contractor shall be paid a rental rate corresponding to the average prevailing rental rate for such equipment or machinery in Miami-Dade County, Florida, subject to approval by the Architect/Engineer. No additional payment shall be made to the Contractor for fuel, lubricants, for wear and tear, transportation, insurance, or depreciation. Any equipment or machinery not designated by the Architect/Engineer as special equipment and machinery shall be considered Overhead.

Extra Work: Work not provided for in the Contract Documents as awarded or as previously modified by Change Order or Work Order but found to be essential to the satisfactory completion of the Contract within its intended scope.

Facility: The structure or items being constructed under the Contract, inclusive of all subsurface work, landscaping work, and other ancillary work. Field Representative/Construction Manager: An authorized representative of the Owner that may provide administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract and through which the orders of the Owner shall be given. The Field Representative has no authority to modify or waive any provision of the Contract Documents.

Fast Track: A design/build method where separate and often, intermediate phases of the Project are designed, permitted and constructed earlier in the schedule while the remainder and often, more complex portions of the Project are designed, permitted and constructed later in the schedule. For example, foundation design, permitting and construction earlier while the remainder of the structure takes longer to design, permit and construct. Fast-track construction is subject to the approval of the Owner and the permitting agencies.

Final Acceptance: The formal written acceptance by the Owner of the completed work.

Final Completion: Point in time when the Owner determines that all physical Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion and/or Punch List elements have been corrected to the satisfaction of the Owner and Architect/Engineer. Where the contract requires that Contractor provide the Owner with spares or surplus



material, provision of same in accordance with the Contract Documents shall be an additional requirement for Final Completion (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance).

Force Account: A method of payment measured by actual cost of the labor, materials, and equipment plus the contractual approved mark-up for Indirect Costs, as distinct from other payment methods such as lump sum or unit price, for Extra Work ordered by Change Order and/or Work Order (See Article 10 Changes Paragraph G. Force Account).

Force Majeure: Force Majeure as used herein shall mean Acts of God, strikes, lockouts, any late delivery of the Owner's supplied material and equipment due to transportation delays beyond Department's control, or other industrial disturbances; acts of public enemy, blockades, wars, insurrections, or riots; epidemics, landslides, earthquakes, fire, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints, either Federal or County, civil or military; civil disturbances; explosions; nationwide inability to obtain necessary materials or equipment, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws, or proclamations, either Federal, State or County, civil or military, or otherwise; and other causes beyond the control of the Department or County, whether or not specifically enumerated herein. Changes in the market price of goods, materials, equipment, labor, or supplies shall not be considered an instance of Force Majeure, and Contractor's bid shall include all risks of market changes the price of such things. COVID-19 or any other catastrophic event shall not be considered a Force Majeure event. Changes in the County's Responsible Wage Ordinance wage rates shall not be considered as Force Majeure events.

Furnishing: Manufacturing, fabricating, or purchasing and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles, and conveyances necessary or required for the completion of Work.

General Conditions: This section of the Contract Documents which specifies, in general, the contractual conditions.

Green Building Practices: Environmentally and socially-conscious practices that emphasize processes and methods of design and construction that reduce exposure to noxious materials, conserve non-renewable energy and scarce materials, minimize life-cycle ecological impact of energy and materials, employ renewable energy or materials that are sustainably harvested, protect and restore local air, water, soils, flora and fauna, and support pedestrians, bicycles, mass transit and other alternatives to fossil-fueled vehicles.

Indirect Costs: Overhead.

Installation, Install or Installing: Completely assembling, erecting, and connecting material, parts, components, supplies and related equipment specified or required for the completion of the Work including the successful passing of all tests so that they are fully functional.

LEED (Leadership in Energy and Environmental Design): An ecology-oriented building certification program run under the auspices of the U.S. Green Building Council (USGBC) which concentrates its efforts on improving performance across five key areas of environmental and human health: energy efficiency, indoor environmental quality, materials selection, sustainable site development, and water savings.

Limit of Work: Boundary within which the Work is to be performed.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Contract Documents, which will be deducted from the Contract Sum for each day of delay due to a Non-Excusable Delay. The Liquidated Damages set forth herein are compensation for the County's inability to timely put the project

into service, the continued disruption of County functions, for impacts to the County’s reputation, and other indirect damages which the parties agree are difficult to measure. (See Article 8 Contract Time Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

Liquidated Indirect Costs Rate: The amount, stipulated in the Contract Documents, which will be added to the Contract Sum for each day of delay due to a Compensable Delay. The Contractor accepts this sum as full compensation for the Contractor's and all its subcontractors', of any tier, for indirect costs, for each day of Compensable Delays. This amount is agreed to include any costs other than Direct Costs incurred by the Contractor and all its subcontractors of any tier in the performance of this Contract. (See Article 8 Contract Time, Paragraph F. Liquidated Damages and Liquidated Indirect Costs)

Lump Sum Bid Item: A bid item in which quantity is not separately measured for payment in units but rather is based on the amount bid by the Contractor as indicated in the Bid Form and made a part of the Contract. Partial payments of Lump Sum Bid Items will be conditionally made, based upon an approved schedule of values, and will be subject to reconciliation in the event that the work of a Lump Sum Bid Item is not fully completed in accordance with the requirements of the Contract Documents.

Miami-Dade County (MDC): A political subdivision of the State of Florida, the Owner.

Miami-Dade County Code of Ordinances: Central repository for Governing Legislation where Ordinances are codified and kept current with subsequent amendments. The Miami-Dade County Code of Ordinances can be viewed at the following hyperlink:

[https://library.municode.com/fl/miami - dade county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)

Milestone: A completion date as defined in the Contract Documents.

Notice to Proceed: Written notice from the Owner to the Contractor specifying the date on which the Contractor is to proceed with the Work and on which the Contract Time commences to run.

Notice of Termination: Written notice from the Architect/Engineer or the Owner to the Contractor to permanently stop work under the Contract on the date and to the extent specified in the notice. The Notice of Termination includes Notices of Termination for Convenience, Default and National Emergencies as set forth in the Contract Documents. Upon receipt of such notice, the Contractor shall comply with the termination provisions of this Contract.

Overhead (Indirect Costs): Overhead, also defined as “Indirect Costs,” includes any and all costs other than Direct Costs. The term “Overhead” as indicated in this definition shall apply to both Contractors and subcontractors of any tier. Overhead includes, but is not limited to, all profit and costs associated with: project bond premiums, project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, rent, telephones, facsimile machines, computers, word processors, printers, plotters, computer software, all expendable items, job site and general office expenses, extended jobsite general conditions, interest on monies retained by the Owner, escalated costs of materials and labor, impact cost on unchanged work, inefficiency, decreased productivity, home office expenses or any cost incurred that may be allocated from the headquarters of the Contractor or any of its subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other Project, loss of interest income on funds not paid, costs to prepare a bid, cost to prepare a quote for a Change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work,

costs spent to achieve compliance with applicable laws and ordinances, loss of Projects not bid upon, loss of productivity or inefficiencies in the Work from any cause.

Owner: Miami-Dade County, whose governing body is the BCC acting in its proprietary capacity through its duly authorized agents. When these Contract Documents require the action of individual persons, the documents contain specific references to these persons. In particular, the documents shall refer to the BCC when approval of the BCC is specifically required and to the Architect/Engineer when the Architect/Engineer's approval is specifically required.

Payment and Performance Bond: Bond executed by the Contractor and its Surety assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work. This bond shall be a single instrument bond for twice the penal sum (to cover 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues).

Project: See definition for Work.

Punch List: A list issued by the Owner to the Contractor of work elements requiring remedial action or completion by the Contractor before Final Completion is issued to the Contractor.

Resolution: An action taken by a vote of the Miami Dade County Board of County Commissioners setting policy and providing guidance to County Departments. Resolutions issued after 1995 can be viewed at the following hyperlink: <http://www.miamidade.gov/govaction/searchleg.asp>. Earlier Resolution can be obtained through request to the Clerk of the Board Division, Stephen P. Clark Center, 111 NW 1st Street, Suite 17-202 Miami, Florida 33128.

Right-of-Way: A term denoting land and property, and interests therein, owned or acquired by the Owner.

Schedules: All schedules delivered under the Contract including time schedules and schedule of values.

Schedule of Values: A detailed cost breakdown of each lump sum bid item in the bid form, submitted by the Contractor at the beginning of the Work and to be used as a basis to determine monthly progress payments and quantity adjustments within the constraints specified in the Contract Documents.

Shop Drawings: Documents furnished by the Contractor for approval by the Architect/Engineer to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, calculations, schedules, tables, charts, brochures and other data describing design, fabrication and installation of specific portions of the Work. Shop Drawings are understood to be submitted for information purposes only, and the County's receipt of or acceptance of shop drawings shall not be deemed as the County agreeing that the selected materials will meet contract requirements or that the selected means and methods are appropriate; the Contractor shall at all times remain responsible for completion of the work in accordance with the contract documents, notwithstanding any approved shop drawings. .

Site, Project Site, Work Site, Construction Site, Job Site: The location(s) at which the work under this Contract is to be accomplished, as shown in the Contract Documents.

Special Provisions: Section of the Contract which includes specific contractual requirements not covered in the General Conditions that are specific to the Project.

Small Business Enterprise – Architect/Engineer (SBE -A&E) Program: Architect/Engineering firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – Construction (SBE -CON) Program: Construction firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – GOODS (SBE -GOODS) Program: Goods, Manufactures, and Wholesalers firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – SERVICES (SBE -SERVIES) Program: Services firms that are certified with Miami-Dade County Small Business Enterprise program

Special Provisions: Section of the Contract Documents which includes specific contractual requirements not covered in the General Conditions that are specific to the Project.

Subcontractor: Any person or entity, other than the employees of the Contractor, supplying the Contractor with labor, materials, supplies and/or equipment used directly or indirectly by the Contractor in the prosecution of the Work.

Substantial Completion: Substantial Completion of a Project is the date on which the Owner certifies that the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders, so that the Owner can occupy the Project for the use for which it was intended. A certificate shall be issued to the Contractor by the Owner upon achievement of Substantial Completion. (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance)

Surety: The bonding company or companies furnishing the bonds required of a Bidder and of the Contractor.

Technical Specifications: The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," those portions of standard specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders and Change Orders that may be issued for the Contract, all describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed as well as any reports specifically issued with the Bid Documents and specifically identified in the Instructions to Bidders which may include geotechnical or other technical reports.

Temporary Construction Easement Line: A boundary which describes additional areas which may be made temporarily available for construction operations.

Time Contingency: The maximum time specifically identified in the Contract Documents by which the Owner may extend the contract time to accomplish the work without a change order. Limitations on the use of the time contingency are set forth in the Contract Documents.

Unit Prices: Unit prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the unit price Work with adjacent work; and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the unit prices as full compensation for furnishing such Work.

Work: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Contract Documents or, if not specifically imposed by the Contract Documents, which can be reasonably assumed as necessary to fulfill the intent of the Contract Documents to provide a complete, fully functional, and satisfactory project.

Work Order: A written order, authorized by the Architect/Engineer or Owner, directing the Contractor to perform work under a specific Allowance Account or directing the Contractor to perform a change in the Work that does not have a monetary impact, including but not limited to, extending the Contract Time or subject to the payment of Liquidated Indirect Costs if entitlement is established as required by these Contract Documents. No Work Order may increase the Contract Sum.

END OF ARTICLE

## 2. INTERPRETATION

- A. The intent of the Contract is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a fully functioning facility and fully receive the benefits intended under the Contract. The Contractor shall perform, without additional compensation, such incidental, implied, or appurtenant work as necessary to complete the Work and fulfill the design intent, in accordance with the requirements set forth in the Contract Documents, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.
- B. The Contract Documents and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. The documents comprising the Contract Documents are complementary and indicate the construction and completion of the Work. Anything mentioned in the Contract Documents and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Contract Documents, shall be of like effect as if shown or mentioned in both. The more stringent shall apply in the case of a conflict. The Owner's determination of the more stringent standard shall control and be binding on the contractor, without limitation, and the Contractor's compliance with this determination shall not be considered as Extra Work.
- C. Site Inspections and Verification of Governing Dimensions: In executing the contract, the Contractor represents that he has, prior to bid, visited the site, become familiar with the conditions under which the work is to be performed and correlated his personal observations with the requirements of the Contract Documents or that he has chosen not to do so, in the event that a mandatory site visit is not specified in the Contract Documents. The Contractor accepts the responsibility for all errors in construction which could have been avoided by such examination and the opportunity to seek timely clarifications during the bidding process. The Contractor, before commencing work, shall verify all governing dimensions at the site, all conditions under which the work is to occur, including but not limited to site access, lay down and staging areas, the presence of known utilities and utility connections, and shall examine all adjoining work on which his work is in any way dependent for its conformance with the intent of the Contract Documents and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the Contractor, and agreed to in writing by the Owner through the Architect/Engineer before the Contractor begins any part of the Work. No disclaimer for defective or non-conforming adjoining work that was clearly foreseeable to the Contractor during a site visit (mandatory or non-mandatory) will be considered by the Owner. The County does not warrant or guarantee the presence or absence of any particular site conditions, or the accuracy of any as-built information related to existing work in-place on the site. To the extent provided by or in the possession of the County, subsurface reports, soil borings, and as-builts are solely for the Contractors consideration and use, and the County does not represent that such materials accurately reflect the conditions of the Site.
- D. Errors, Inconsistencies and Omissions: The Contractor shall carefully study and compare all drawings, Contract Documents, and other instructions; shall verify all figures on the Contract Drawings before laying out the Work; shall notify the Owner or Architect/Engineer of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions in writing during the bidding process and prior to submitting his Bid. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Drawings or Contract Documents, and the Architect/Engineer shall be entitled to make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all

errors in construction which could have been avoided by such examination and notification, and shall correct, at his own expense, all work improperly priced, scheduled or constructed through failure to notify the Owner or Architect/Engineer and to request specific instructions.

- E. Where "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Contract Documents unless stated otherwise.
- F. References to Articles or Sections include sub-articles or subsections under the Article referenced.
- G. Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where otherwise expressly indicated. In case of a conflict between the Contract Documents and the referenced standard, the Contract Documents shall govern.
- H. Order of Precedence of Contract Documents: Unless otherwise provided for in the Special Provisions or required by law, the order of precedence of the Contract Documents will be as follows:
  - 1) Change Orders to the Contract
  - 2) Notice to Proceed
  - 3) Contract
  - 4) Addenda
  - 5) Special Provisions
  - 6) General Conditions
  - 7) Referenced Codes and Standards
  - 8) Technical Specifications
  - 9) Contract Drawings
  - 10) Guarantees
  - 11) Instructions to Bidders
  - 12) Invitation to Bid
  - 13) Other documents
- I. In case of differences between small- and large-scale drawings, the drawings showing greater detail shall govern. The Owner's determination of the more detailed shall control and be binding on the contractor, without limitation, and the Contractor's compliance with this determination shall not be considered as Extra Work. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any scaled dimensions on drawings and the figures written thereon, the figures shall govern over the scaled dimensions unless otherwise indicated.
- J. Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Owner or Architect/Engineer in a timely manner to allow sufficient time for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. The Owner or Architect/Engineer's decision shall be final.

- K. Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only and shall be deemed not to modify or affect the rights and duties of parties to this Contract.
- L. No acceptance, order, measurement, payment, or certificate of or by the Architect/Engineer and/or the Owner or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.
- M. Wherever the terms, "as directed," "ordered," "permitted," "designated," "as approved," "approved equal," "or equal," "acceptable," and other words of similar meaning which authorize an exercise of judgment are used in the Contract Documents, such judgment shall be vested only in the Owner and shall be final.
- N. The Contractor shall make available at the job site one copy of each referenced standard and/or Contract Documents for the Contractor's and the Field Representative's use during the time that work covered by the standards and/or Contract Documents is underway.
- O. The Contract Documents provide for a complete work and may have been prepared in divisions of various crafts, trades, and other categories of work. The Contractor is responsible for the performance of all work under the Contract regardless of any such divisions and shall ensure that all work is performed and completed. The organization of the Contract Documents into divisions, sections and articles and the arrangement of the drawings do not restrict or limit the Contractor into dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.
- P. No deviation from the approved Contract Documents shall be permitted without the prior written approval of the Owner, which approved deviation shall be documented either by Change order, except that deviations with respect to line items may be paid for via Work Order, to the extent funds are available in the Allowance Account or applicable dedicated Allowance Account.
- Q. All Requests for Information by the Contractor shall be submitted to the Architect or Engineer, with a copy to the Owner, shall be in writing, shall specify, to the maximum extent possible, the particular sheet, page, or section for which the Contractor is requesting information, and shall identify with the maximum specificity possible the ambiguity or uncertainty which the Contractor claims exists.

END OF ARTICLE



### 3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE

- A. The Architect/Engineer shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work in accordance with the time frames prescribed in the Contract Documents. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, and the fulfillment of the Contract on the part of the Contractor, and those decisions shall be binding on the Contractor.
- B. The Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract.
- C. The Architect/Engineer, Owner and Field Representative shall have free access to the Work and materials at all times to facilitate the performance of his duties.
- D. Subject to concurrence by the Owner, the Architect/Engineer shall have the right to observe and reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer discovers any work in progress or completed that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer will not be paid for, nor shall any work associated to remove, remediate, or correct such non-conforming work be considered Extra Work. Any such observation and/or rejection shall not be construed as undertaking supervisory control of the Work or of means and methods employed by the Contractor or his subcontractors and shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. The Contractor shall not request or attempt to require the Architect/Engineer to undertake such supervisory control or to administer, supervise, inspect, assist, or act in any manner so as to relieve the Contractor from such responsibilities or obligations.
- E. The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.
- F. If either the Architect/Engineer or the Field Representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.
- G. Any work done or materials used which are not in compliance with the Contract Documents may be ordered removed and replaced at the Contractor's expense.
- H. The Owner and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.
- I. Neither the Architect/Engineer nor the Field Representative shall be responsible for any safety obligations imposed on the Contractor by applicable industry standards, licensing requirements, laws, or regulatory requirements.

- J. Inspectors may additionally be employed by the Owner or the Architect/Engineer. Inspectors will be authorized to inspect all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Plans or the Specifications and will have authority to suspend the work affected until any question at issue can be referred to and decided by the Engineer. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.
- K. If authorized in writing by the Owner, the Field Representative and/or Architect/Engineer will administer the Contract and the orders of the Owner are to be given through the Field Representative and/or Architect/Engineer. The Field Representative and/or Architect/Engineer shall make initial determinations as to the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract, subject to review and approval by the Owner.
- L. The Field Representative may observe the Contractor's work for compliance with the Contract Documents. Such observation shall extend to all, or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used. Owner reserves the right to observe the work via its own employees, Field Representatives, Inspector's, or the Architect/Engineer.
- M. Upon discovery, the Field Representative shall call the Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.
- N. When any work in progress or completed does not meet the requirements of the Contract Documents, the Field Representative shall have the authority to order the Contractor to shut down that portion of the work affected until the affected work is corrected to the satisfaction of the Field Representative. The Field Representative shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representative's order to shutdown will not be accepted or paid for.
- O. The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract. If authorized in writing by the Owner, the Field Representative will negotiate and act on behalf of the Owner to the authorized limits of his authority as specified in the Contract Documents.
- P. Whenever the Contractor intends to build, assemble, or perform any portions of the Work away from the site, the Contractor shall promptly notify the Field Representative of such intentions, including where and when such work is to be performed before such work starts. The Contractor shall also make arrangements for access thereto by the Owner, Field Representative and/or the Architect/Engineer so that the aforementioned portions of the Work may be inspected as needed.
- Q. The fact that the Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Field Representative from subsequently rejecting said materials or work and does not relieve the Contractor of his responsibility to meet the requirements of the Contract Documents.
- R. The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor.
- S. The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of

means and methods employed by the Contractor or his subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Field Representative to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

- T. If authorized in writing by the Owner, the Field Representative shall decide all questions relating to the rights of different prime contractors on the Project or site.
- U. All materials and each part or detail of the work shall be subject to observation by the Field Representative and/or the Architect/Engineer. The Architect/Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required.

END OF ARTICLE

#### 4. OWNER

- A. Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Contractor. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Contractor.
- B. Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted by the Owner to indicate the true quantities or distribution of quantities unless the Contractor is expressly directed to rely on such information to prepare and submit his Bid.
- C. If the Contractor is notified by the Owner to correct defective or nonconforming work, and the Contractor fails to promptly proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplish the redesign, repair, rework, or replacement of nonconforming work by the most expeditious means available and back charge the Contractor for the cost incurred. The cost of back charge work shall include all reasonable costs associated with the corrective action.
- D. The Owner shall separately invoice or deduct from payments, otherwise due to the Contractor, back charges as provided herein. The Owner's right to back charge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of back-charge work, on behalf of the Owner, shall not relieve the Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Contract Time.
- E. Miami-Dade County enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of Miami-Dade County acting in its regulatory capacity, including but not limited to the regulatory acts of the departments of Regulatory and Economic Resources (RER), Transportation and Public Works (DT&PW), Miami-Dade Fire-Rescue (MDFR) and Mia-Dade Water and Sewer Department (WASD), or their successors.

END OF ARTICLE

## 5. CONTRACTOR

- A. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- B. The Contractor shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami- Dade County.
- C. The Contractor shall maintain within Miami-Dade County, Florida, a duly authorized agent to accept service of legal process on its behalf and shall keep the Owner advised of such agent's name and address, during the duration of the Contract, and for three years after final payment or as long as Contractor has warranty obligations under these Contract Documents, whichever period terminates later. The Contractor shall complete the form titled "Contractor Agent to Accept Service" included in the Contract Documents and submit it to the Architect/Engineer prior to NTP.
- D. The Contractor shall be responsible for the complete performance for all of the work under the Contract, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus, and property of every description used in connection therewith.
- E. If requested by the Owner, the Contractor will obtain written confirmation from impacted subcontractors agreeing to work within the timeframes specified in the Contractor's schedule as a condition of acceptance.
- F. Contractor's Superintendent: The Contractor shall provide a superintendent at the site at all times who is competent in the type of work being performed to act as the Contractor's agent, and shall give that superintendent the full authority to receive instruction from the Field Representative or Architect/Engineer and to execute the order or directions of the Field Representative or Architect/Engineer, including the prompt supply of all materials, tools, equipment, labor, and incidentals that may be required. The Contractor shall furnish such superintendence regardless of the amount of work that is subcontracted, and the superintendent shall read, speak, write, and understand English. The Contractor shall also maintain at least one other employee on the work site during Project working hours who speaks and understands English. The superintendent shall be responsible for keeping written daily logs of the work on the project.
- G. The competency of the superintendent shall be demonstrated through licensure or certification in contracting, engineering, trade, or experience as applicable to the work being performed. Proof of licensure, certification or qualification of the superintendent must be provided to the Owner at the pre-construction conference and is subject to the approval of the Architect/Engineer or Field Representative after Contractor receipt of said requirements. The Contractor shall replace the Superintendent only with written notice to the County five (5) days in advance of the proposed substitution, and only with a superintendent qualified to perform the work as reasonably determined by the Field Representative.
- H. In the event that the Field Representative or Architect/Engineer determines, through the course of the actual work progress, that the superintendent lacks the knowledge or expertise necessary to execute the work in an efficient and competent manner, in keeping with all current codes and best practices, the Field Representative or Architect/Engineer shall notify the Contractor in writing and the

superintendent shall be replaced by the Contractor with a person acceptable to the Field Representative or Architect/Engineer within five (5) working days.

- I. The Contractor's failure to replace the superintendent in the time allotted shall be cause for the Owner to suspend work with such delays chargeable to the Contractor as Liquidated Damages as specified elsewhere in this contract.
- J. The Contractor shall maintain a daily accounting of his daily manpower, by trade and position, and provide this information to the Field Representative on a weekly basis.
- K. The Contractor shall notify the Owner of any changes of key personnel and all replacement personnel prior to assigning them to the jobsite.

END OF ARTICLE

## 6. SUBCONTRACTORS

- A. The Contractor will be permitted to subcontract portions of the Work to competent subcontractors. Such subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in the Florida Statutes and the Code of Miami-Dade County. Use of Subcontractors who were not listed on the Subcontracting Form, or equivalent, at the time of award may occur only with the express consent of the Owner.
- B. Nothing contained herein shall create any contractual relationship between the Owner and any level of subcontractor, materialman, or supplier.
- C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor which shall contain provisions that:
- 1) Preserve and protect the rights of the Owner and any of its authorized representatives under the Contract, including but not limited to, the Architect/Engineer and Field Representative, with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
  - 2) Require that such Work be performed in accordance with the requirements of the Contract Documents including the Contractor's accepted schedule;
  - 3) Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment in accordance with any and all payment provisions of the Contract Documents;
  - 4) Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
  - 5) Require specific consent to all relevant provisions of the Contract Documents; and
  - 6) Incorporate all flow-down clauses specifically called for in the Contract, as directed.
- D. Contractor Participation: The Contractor shall perform not less than 10 percent of the Work, not inclusive of materials purchased, with his own organization. If the Contractor is a joint venture, the requirement shall be satisfied by any one, or a combination of any of the joint venture partners. Where a percentage of a Bid Item is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Bid Item, determined from information submitted by the Contractor, subject to approval by the Owner. If, during the progress of the Work, the Contractor requests a reduction in such participation percentage, and the Owner determines that, due to the special nature of the conditions of the Work at the time, it would be to the Owner's advantage, the percentage of the Work required to be performed by the Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Owner. The Contractor shall not proceed with any such reductions until his request is approved in writing by the Owner or his authorized designee. Under no circumstances shall less than 10 percent of the Work be performed with the Contractor's own forces.

E. Work Performed by Equipment-Rental Agreement:

- 1) The amount of work performed under equipment rental agreements shall not be considered subcontractor work. However, for work to be performed by equipment-rental agreement, the Contractor shall notify the Architect/Engineer in writing of such intention before using the rented equipment and shall indicate whether the equipment is being rented on an operated or non-operated basis. The Contractor's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the Architect/Engineer, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.
- 2) The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the Project. If equipment is being rented without operators, the Contractor shall be required to carry the operators on his own payroll. When equipment is rented on an operated basis, the Contractor, when required by the Contract or requested by the Architect/Engineer, shall submit payrolls from the lessor with the names of the operators shown thereon.

F. No work is to be performed at the Work site until the Contractor is in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to the Owner and obtained all required permits.

G. Approval of Subcontractor:

- 1) Prior to entering into any subcontract for Work to be performed on the Project, the Contractor shall secure the approval of the Owner regarding the prospective subcontractor's qualifications, employment data and compliance with Small Business Enterprise – Construction (SBE-CON) program requirements, if applicable. The forms or web-based system used to provide the required information shall be the same as those included in the Forms or web-based system for Bidding. The Owner will review the submittal from each subcontractor and will furnish written notification to the Contractor concerning approval of the award of the subcontract. If the Owner objects to the proposed award or fails to respond to the Contractor within five (5) business days of the complete submittal of the required information, the Contractor may furnish written notice of another subcontractor for consideration. The Owner may, at its discretion, waive or reduce subcontractor information submittal requirements as it deems appropriate.
- 2) In accordance with Miami-Dade County Code Sections 2-8.1 and 10-33.01, the Contractor shall not, without written consent of the Owner, either replace any subcontractor or permit any such subcontract to be assigned or transferred, or allow that portion of the Work to be performed by anyone other than the approved subcontractor, except he may perform the work himself with qualified personnel upon written notice to the Owner in accordance with applicable law.

END OF ARTICLE



## 7. PROSECUTION OF THE WORK

### A. Workmanship and Unauthorized Work

- 1) Work under this Contract shall be performed in a skillful and workmanlike manner. Unless otherwise indicated in the Contract Documents, the Contractor shall be solely responsible for means and methods and for the coordination of all trades through completion of the Work and without damage to the existing or newly installed components and surfaces. The Architect/Engineer or Field Representative may, in writing, require the Contractor to remove from the work any employee the Architect/Engineer or Field Representative determines incompetent, careless, or otherwise objectionable. Such request shall be at no cost to the Owner.
- 2) Unauthorized Work: Work performed beyond the lines and grades shown on the Contract Drawings and approved Shop Drawings or established by the Owner, and Extra Work done without a Work Order or Change Order, will be unauthorized work and the Contractor will receive no compensation therefor. If required by the Owner, unauthorized work shall be remedied, removed, or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, the Owner may at its discretion, remedy, remove or replace the unauthorized work and the Contractor shall bear the responsibility for any and all costs and for delays resulting from such work.
- 3) The entire work and each part thereof, unless otherwise specified in the Contract Documents, shall be placed at the location, elevation, grade and gradient specified, and in proper alignment and adjustment. The Contractor shall provide all frames, forms, falsework, shoring, guides, anchors, and temporary structures required to ensure these results.
- 4) No deviation from the approved Plans/Specifications shall be permitted unless (1) the Contractor has submitted an RFI requesting the deviation, and (2) the Contractor has prior written approval of the Architect/Engineer and/or Owner. Written approval shall be by Work Order or Change Order, shall be documented to the extent required by, and shall otherwise comply with the requirements of, the Contract Documents.
- 5) The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.
- 6) All proposed equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the work, producing a satisfactory quality of work. Equipment used on any portion of the work shall be such that no damage to previously completed work, adjacent property, or existing facilities will result from its use.
- 7) When the Contract Documents expressly specify the use of certain methods and equipment, such methods and equipment shall be used unless other methods are authorized in writing by the Architect/Engineer by Work Order or Change Order. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval

is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Architect/Engineer may direct at no additional cost to the Owner. No change will be made to the Contract price or the Contract Time as a result of authorizing a change in methods or equipment under this article.

- 8) The Contractor shall give constant attention to the work to facilitate the progress thereof such that the work will be completed during the contract time and shall cooperate with the Architect/Engineer and its Field Representatives and with other Contractors in every way possible.
- 9) The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise expressly allowed in the Plans and Specifications, or otherwise expressly approved in writing by the Owner and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless otherwise required under this Contract. Work not conforming to these standards may be considered defective. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 10) Contractors working in the Public Rights-of-Way shall be cognizant of and comply with Miami-Dade County Code Section 2-103.1 relating to restoration after construction of utilities or works in the public right of way; and Miami-Dade County Code Sections 21-221 through 228 relating to excavation and protection of underground utilities and requiring various Contractor activities; The Contractor shall make every effort to minimize construction impact to business in the area of the Project and as appropriate, the Department will recover any costs caused the County by Contract delays or other business impacting activities attributable to the Contractor. To this end the Contractor shall conduct its construction activities in a manner that will minimize these detrimental effects.
- 11) The Contractor shall at all times ensure that the work site is maintained in a clean and orderly fashion. As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. The Contractor shall also restore all public and private property in a manner acceptable to the Engineer, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the Contractor shall leave the site and vicinity unobstructed and in a neat and presentable condition. In the event of delay exceeding two days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any money due the Contractor on the monthly or final estimate. No Contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.
- 12) The Architect/Engineer shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Florida Registered Land Surveyor hired by the Contractor shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same.

- a. The Contractor shall retain the services of a Florida Registered Land Surveyor who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the work as well as the recording of all as-built dimensions and elevations. The Contractor shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given and shall be responsible for their preservation. Should any of the horizontal and vertical control points furnished by the Engineer of Record be destroyed or disturbed, they shall be reset by the Contractor's Florida Registered Land Surveyor, at the Contractor's expense. All control points previously furnished by the Engineer of Record shall be verified by the Contractor's surveyor.
  - b. For pipeline Projects the Engineer of Record shall furnish the Contractor with horizontal and vertical control every 1,320 feet which shall be utilized as specified elsewhere herein to layout the work. If a pipeline Project is less than 1,320 feet, the Engineer of Record will provide the Contractor with two horizontal and vertical control points. At on-plant-site Projects, the Engineer of Record shall furnish the Contractor with three horizontal and vertical controls.
  - c. No direct payment shall be made for the cost to the Contractor of any of the work occasioned by delay in giving lines and grades, or making other necessary measurements, or by inspection.
- 13) Chapter 446 of the Florida Statutes, as amended, which is by reference incorporated herein, provides labor standards for ratios of apprentices or trainees to journeymen on State, County, or municipal contracts. It shall be the responsibility of the Contractor, prior to the opening of bids, to inform themselves of the provisions of Chapter 446, Florida Statutes, as amended, which are, or may become, applicable to the Contract, and he shall abide by these provisions at no cost to the County. The Contractor is advised to direct all inquiries concerning Chapter 446, Florida Statutes, as amended to the Florida State Apprenticeship Advisory Council.

B. Material

- 1) Unless otherwise indicated in the Contract Documents, equipment, material, and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his option and, subject to the approval of the Architect/Engineer, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of these Contract Documents or propose a substitute equipment, material, article, or process as indicated below. The Contractor shall at all times comply with Green Building or LEED standards, as established in the Contract Documents; unless otherwise specified, LEED Silver standards shall be the minimum standards acceptable to the County. Proposed alternative equipment, material, products, or patented processes shall be considered equivalent if the Architect/Engineer determines that the proposed alternative is functionally equal to and/or sufficiently similar to that specified in the Contract Documents. The Architect/Engineer and/or the Owner may consider the Department's current maintenance history, requirements for spare parts, training of personnel and conformity to existing systems when reviewing alternatives.
- 2) The Architect/Engineer shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article, or process. A proposed alternative shall be considered

equivalent and/or functionally equal to that specified in the Contract Documents if, in the exercise of reasonable judgment, the Architect/Engineer determines that the proposed alternative is at least equal in materials of construction, quality, durability, appearance, strength and design characteristics, will reliably perform at least equally well the function and achieve the results imposed by the Design Professional's Basis of Design and has a proven record of performance and availability, and the procurement and installation of same will not impact project costs or schedule.

- 3) If the Architect/Engineer determines that a proposed alternative does not qualify as equivalent or functionally equal, the alternative may be proposed for consideration as a substitute subject to the Contractor submitting sufficient information as provided below to allow the Architect/Engineer to determine that the proposed alternative is essentially equivalent to or better than the specified item and is an acceptable substitute for that said specified item.
- 4) The burden and cost of proving the quality, suitability and cost of an alternative shall be borne by the Contractor. All information required by the Architect/Engineer in judging an alternative shall be supplied by the Contractor at the Contractor's expense. The Architect/Engineer's costs in evaluating a proposed alternative, irrespective of its acceptance, will be reimbursed by the Contractor to the Owner. In the case of approved alternatives, the Contractor shall also reimburse the Owner for the Architect/Engineer's costs to revise the Contract Documents.
- 5) The Contractor certifies that, if approved and incorporated into the Work, there will be no increase in cost to the Owner or in Contract Time and the proposed alternative shall conform substantially to the detailed requirements of the item specified in the Contract Documents.
  - a. Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial work to completed work, shall be at the Contractor's expense,
  - b. No action relating to the approval of alternative materials will be taken until the request for approval of the alternative materials is made in writing by the Contractor accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least 60 days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the Contractor.
  - c. The Architect/Engineer will examine and review the proposed alternative with the Owner and return it, within twenty-one (21) calendar days from the date of its receipt at the Architect/Engineer's office, to the Contractor noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Architect/Engineer, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required. Contractor is solely responsible for submitting alternatives in a timely fashion so as not to impact project schedule; in the event that Owner's or Architect/Engineer's review of an alternative delays the project, or redesign of the project required to accommodate the alternative delays the project, such delay shall be considered non-compensable delay.

- d. Where classification, rating, or other certification by a body such as, but not limited to, Underwriters' Laboratories Inc. (UL), National Electrical Manufacturer's Association (NEMA), or American Railway Engineering Association (AREA) is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Documents requirements. Testing required proving equality of the material proposed shall be at the Contractors expense.
  - e. Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for the Owner.
- 6) Source of Supply and Quality of Materials: The Contractor shall furnish all materials and products required to complete the Work except those designated to be furnished by the Owner.
- a. Notwithstanding prior inspection and approval by the Architect/Engineer, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.
  - b. The materials shall be manufactured, handled, and incorporated so as to ensure completed work in accordance with the Contract Documents.
- 7) Defective Materials: Contractor-furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work. The Owner may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the Contractor.
- 8) Handling of Materials: Materials shall be transported, handled, and stored by the Contractor in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
- 9) The Owner will have no responsibility to the Contractor concerning local material sources.
- a. The Contractor shall make all necessary arrangements with the owners of material sources. The Contractor shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the Owner expressly agrees in writing to assume.
- 10) Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Contractor shall make his own arrangements for properly disposing of waste and excess materials outside the Work Site and he shall pay all costs, therefore. Contractor shall comply with all local, state, and federal requirements when disposing of waste and excess materials.
- a. Prior to disposing of material outside the Work Site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file with the Architect/Engineer said permit, or a certified copy thereof, together with a written release from the property owner absolving the Owner from any and all responsibility in connection with the disposal of material on said property.

11) Property Rights in Materials: The Contractor shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the Owner to the Contractor for materials delivered to the site of the Work, or stored subject to or under the control of the Owner, as provided in these Contract Documents. However, the Contractor shall be responsible for the security of the material on-site until Final Acceptance by the Owner.

C. Methods of Sampling and Testing

- 1) Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Contractor as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the Owner by the project testing laboratory. The Contractor shall furnish the required samples without charge. Any and all fees for non-conforming materials or work shall be solely borne by the Contractor. The Contractor shall give sufficient notification to the Field Representative of the placing of orders for or receipt of materials to permit testing.
- 2) The Field Representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly. Should the Field Representative conduct plant inspections, the following shall exist:
  - a. The Field Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
  - b. The Field Representative shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.
  - c. If required by the Field Representative, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
- 3) It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Field Representative shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents. In such an event, the cost of re-testing shall be borne by the Contractor if it results in a rejected material.
- 4) All inspections and testing of materials, assemblies and equipment will be performed in Miami-Dade County. If the Contractor's material or manufacturing sources are such that inspections or tests cannot be made in Miami-Dade County, all traveling and lodging expenses in connections with such inspections and testing shall be borne by the Contractor.

D. Meetings

- 1) A pre-construction conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this contract. The Contractor and its major subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date, and location of the meeting.

- 2) The Contractor shall attend weekly construction coordination meetings at a time and place to be designated by the Architect/Engineer. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Contractors. The Contractor shall cause subcontractors and suppliers to attend as he deems advisable, or as requested by the Architect/Engineer. Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for generating and distributing meeting minutes for all such meetings. Notwithstanding, the Owner may generate and disseminate supplemental meeting minutes, as may be necessary in the owner's discretion.

E. Permits and Compliance with Laws

- 1) Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work. (For payment of permit(s), see Special Provisions). No time extensions will be allowed for delays in obtaining the required permits unless revisions directly caused by the Owner, or its agents are required to the Contract Drawings due to changes in codes, regulations, and applicable contract standards during the contract term. See Special Provisions for additional permit requirements.
- 2) The Owner will not pay or reimburse the Contractor for any penalties relating to his permits or fees as a result of the Contractor's failure to timely obtain all his permits, inspections, and approvals.
- 3) The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules, and regulations of the Federal, State and County governments, all authorities having jurisdiction, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.
- 4) Dewatering of excavations shall be performed in accordance with the applicable provisions of the County's Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA) and the South Florida Water Management District (SFWMD) Dewatering Permits and/or any and all authorities having jurisdiction and any other requirements specified in the Contract Documents. The means and methods of dewatering shall be determined by the Contractor who shall bear the full cost of same as part of the contract price.
- 5) All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharge from construction sites.
- 6) Upon completion of all of the work contemplated under the Contract Documents, the Contractor shall obtain and deliver to the Field Representative such Certificate(s) of Occupancy or Certificate(s) of Completion as required by the Florida Building Code and/or authority having jurisdiction.
- 7) The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Section 2-8.4.1, which provides that, whenever any individual or corporation or other entity attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The

Contractor is further directed to Section 10-38 of the Miami-Dade County Code, which provides for the debarment of County contractors.

- 8) The use of explosives will not be permitted under this Contract, except that powder and/or explosive fasteners may be allowed with the prior written consent of the Owner.

F. Coordination and Access

- 1) Other Contracts: The Owner may undertake or award other contracts for additional work, and the Contractor shall fully cooperate and coordinate with other Contractors and the Owner and carefully fit his own work to such additional work. The Contractor shall not perform any act which will interfere with the performance of work by any other contractor or by the Owner. The Contractor shall be responsible for obtaining all necessary scheduling details from other Contractors and these requests must be provided, in writing, to the Owner. The Owner, or, if authorized in writing by the Owner, the Architect/Engineer shall have the authority to resolve conflicts related to coordination between Contractors.
- 2) In the event of interference between the work of the Contractor and other contractors working concurrently at the Site, the Field Representative will instruct the Contractor as to which work has priority in performance and such instructions shall be binding upon the Contractor.
- 3) Utility companies, railroads, municipal agencies, and County tenants/lessees having facilities within the limits of the Work shall always have access to their facilities for operations, inspection, and repair.
- 4) Lands to be furnished by the County for construction operations, roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for the construction operations or for other purposes during the construction of the work, they shall provide for the use and restoration of such lands at their own expense.
- 5) Rights-of-way for work to be done under the Contract will be provided by the County. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Owner, or, if directed in writing by the Owner, the Architect/Engineer will decide which Contractor shall cease work, and which shall continue, or whether the work of both contracts shall progress at the same time, and in what manner. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, the Engineer may grant to the Contractor so desiring such privilege of access to the territory as the Engineer shall deem to be appropriate, and no such decision shall be made the basis of any claim for delay or damage, except as provided in Article 8 herein.

G. Rights in Land and Improvements

The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the Work Site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Owner and any property owner, former property owner or tenant of such land, structure or building. The Contractor shall not occupy County-owned property outside the Work Site without obtaining prior written approval from the County.



#### H. Interference With Existing Utilities

- 1) Attention of the Contractor is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other existing overhead or underground utilities and structures.
- 2) Before commencing work in any given area, the Contractor shall contact utility companies to identify any potential conflicts. Further, the Contractor shall also carefully review the plans, survey, and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures are shown on the Plans for reference purposes only, but no guarantee is expressed or implied that the information is accurate. It shall be the sole responsibility of the Contractor to ascertain and/or verify the location of any and all such utilities or structures using magnetic and electronic detectors and by hand excavation or other appropriate measures before performing any work that could result in damage to such existing utilities or structures. The Contractor shall make a thorough search of the particular location for underground utilities or structures whether or not shown on the drawings before excavation work is commenced in any particular location. To this end the Contractor shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground or other non-observable utilities or structures. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the Field Representative and maintain above ground physical identification during the work.
- 3) In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

#### I. Protection of Existing Facilities, Vegetation, Structures, Utilities, and Improvements

- 1) The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction work and he shall replace in kind the vegetation, shrubs, and grass damaged by him at his own expense.
- 2) The Contractor shall protect from damage all utilities, foundations, walls, or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification from the Architect/Engineer, the Contractor fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Contractor.

- 3) At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
  - a. Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to the Contractor. If the Contractor wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility owners and reimburse them at his own expense for cost of the Work. The Contractor shall keep the Architect/Engineer advised of temporary relocation arrangements.
  - b. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the Architect/Engineer said names, addresses and telephone numbers.
- 4) The Contractor shall comply with the latest version of the Florida Building Code, Florida Fire Prevention Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.
- 5) In order to safeguard the owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor the Government, State, the Owner, and the Architect/Engineer in respect thereto, the Contractor shall cause a detailed examination of abutting property to be made before construction is begun. The owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the Contractor to a person in charge of the premises or structure, or by the mailing of the notice to the owner at the premises. The Architect/Engineer will attend while the Contractor makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the Contractor, Owner, and the Architect/Engineer and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. At such time as the Architect/Engineer may direct, or upon the filing of the verified statement by the owner, tenant, lessee, operator, or occupant of the building structure, and in any event, upon the completion of any work that in the opinion on the Architect/Engineer might affect the abutting property, the Contractor will make another detailed examination of such abutting property. A complete record of the then existing conditions of said property will be made in triplicate, signed by the Contractor and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. In any action, which may be brought by any owner, tenant, lessee, operator, or occupant of abutting property to recover under the provisions of this article or any paragraph hereof, the record of the existing conditions of each parcel will be prima facie evidence of the conditions thereof at the time of the making of the examination.

- 6) The Contractor shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes and standpipe connections shall be kept clear and visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box or standpipe connection. The Contractor shall promptly notify the authority having jurisdiction of any impairment to any fire systems.

J. Damage to the Work and Responsibility for Materials

- 1) The Contractor shall be responsible for materials delivered and work performed until completion and Final Acceptance of the entire construction thereof, except those materials and work which may have been accepted under the applicable sections of this article and shall take all necessary steps to protect the Work, from all causes, at his expense.
- 2) The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the non-execution of the Work, except as provided for in this article. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any cause before Completion and Acceptance of the Work and shall bear the expense thereof. The Contractor shall provide security including, but not limited to, security guards, temporary drainage systems and erection of temporary structures and temporary fencing as necessary to protect the Work and materials from damage.
- 3) The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.
- 4) The Contractor's responsibility for material shall be the same for Owner-furnished material, upon receipt of said material from the Owner, under this Contract as for Contractor-furnished material.
- 5) Relief from Maintenance and Responsibility: The Contractor may request, in writing, from the Owner, that the Owner relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, as described in this paragraph, which have been completed in all respects in accordance with the requirements of the Contract. Such action by the Owner will relieve the Contractor of responsibility for injury or damage to said completed portions of the Work resulting from use by the Owner or the public for any cause, but not from injury or damage resulting from the Contractor's own operations or negligence. Portions of the Work for which the Contractor may be relieved of the duty of maintenance and protection, as provided in this paragraph, include the following:
  - A. Early possession by the Owner of any portion of the Work, in accordance with the Contract Documents.
  - B. This Paragraph 5 does not relieve the Contractor of responsibility for repairing or replacing defective work or materials in accordance with the Contract requirements
- 6) If it is specifically stated in the Specifications that the Department will furnish materials or equipment to the Contractor for incorporation into the work for which this Contract pertains, the County shall not be liable for any: expenses, losses, damages, claims or demands including but not limited to, all direct costs of Contractor such as labor, material, job overhead, and profit markup but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead

or general overhead, acceleration, material or other escalation which includes wages, and other impact cost, or inflationary factors, arising out of any late delivery of such materials or equipment caused by any force Majeure. Compliance with delivery schedules by the Department shall be excused when delays are caused by force Majeure, and, if the delay causes the Contractor to exceed the Contract time stipulated for the final completion of the Project, a non-compensable time extension in the Contract time. An extension in this Contract time will be allowed equal to the length of the delay.

K. Emergencies

- 1) In an emergency affecting the safety of life, the Work, or adjacent property, the Contractor shall notify the Owner, the Field Representative, or the Architect/Engineer as early as possible that an emergency exists. In the meantime, without special instruction as to the manner of dealing with the emergency, the Contractor shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Owner, the Field Representative, or the Architect/Engineer may issue instructions, which the Contractor shall follow. Contractor shall present any claims for compensation for emergency work under this section as claims for Extra Work; however, the Contract shall not be entitled to claim Extra Work for if the Contractor did not cause or contribute to the occurrence of the emergency via its actions or omissions.
- 2) For purposes of this article, an emergency is defined as an act or event that has occurred or may imminently occur and which is not caused by actions or inactions of the Contractor, which, if no immediate action is taken may affect the safety of life, the work, or adjacent property. This article does not apply to steps taken by the Contractor to protect the Work, adjacent structures, utilities, existing vegetation, etc. under other sections of the Contract Documents. Furthermore, this article does not apply to preparations the Contractor may make prior to storms or hurricanes or other acts of God.

L. Accident Prevention

- 1) Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - a. All persons on the Site or who may be affected by the Work;
  - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- 2) Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection.
- 3) Upon notification from the Owner or its representative(s), the Contractor shall promptly correct any deficiencies affecting the safety and wellbeing of the construction workers and the public that have been identified by the notice.

- 4) Should a situation of imminent danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the Field Representative or the Architect/Engineer. The Contractor will not be entitled to future claims alleging impacts caused by the Owner stoppage of the Work due to safety reasons.
- 5) When the Contract involves work on a plant, pump station or other site or restricted area, the Contractor shall comply with the Owner's Process Safety Management Plan, or other safety management plan or Operation Directives as may be promulgated by Owner prior to the commencement of the work and shall instruct their personnel as required by that plan.

M. Warranty of Work

- 1) Except where longer periods of warranty are indicated for certain items, the Contractor warrants the Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of Substantial Completion. This one-year period shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the work which the Owner takes possession of prior to Substantial Completion, such a period shall commence on the date the Owner takes possession. Upon receiving notification from the Owner or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Contractor shall immediately remedy, repair, or replace, without cost to the Owner or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Contract. Notwithstanding, the correction of latent defects shall not be considered as warranty work.
- 2) The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Contractor's pay request or Payment and Performance Bond if final payment has been made.
- 3) The Contractor will correct all latent defects discovered within ten (10) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law and shall provide the Contractor with an opportunity to conduct test as contemplated in Chapter 558, Fla. Stat. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the actual cost associated with procurement, implementation, and management thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

- 4) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the benefit of the Owner provided that, if directed by the Owner, the Contractor requires such subcontractors, manufacturers, and suppliers to execute such warranties and guaranties, in writing, directly to the Owner.
- 5) The rights and remedies of the Owner provided in this article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 6) Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by the Owner, its agents or other public body, utility or railroad to which ownership has been transferred.

END OF ARTICLE

## 8. CONTRACT TIME

### A. Notice to Proceed

- 1) The Contract shall be effective 10 days after notice is provided to the Contractor of contract award (“the effective date”) The Contractor shall, immediately after the effective date of the contract: deliver the specified bonds and certificates of insurance to the Owner, if same were not delivered prior to the effective date; apply for all necessary permits; provide a schedule and a schedule of values in accordance with the requirements herein. Contract time shall not begin on the effective date, but instead shall begin upon issuance of a Notice to Proceed. Contractor shall use continuous diligent good faith efforts to provide bonds, insurance, schedules, schedule of values, and to cause the issuance of permits. The failure of Contractor to utilize such continuous diligent good faith efforts shall render the Contractor in default of this Agreement. Alternatively, if the Contractor is unable to obtain all necessary permits within 30 days, through no fault of the Contractor, the Owner has the option, but not the obligation, to terminate the Contract, without fault to the Contractor or the Owner, effective immediately upon written notice by the Owner or give the Contractor additional time to obtain the permits.
- 2) Upon receipt of all required bonds and insurance, issuance of all required permits, and approval by the Owner of the Schedule and the Schedule of values, the Owner may issue a Notice to Proceed. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work (other than obtaining permits) under the Contract until the effective date of the Notice to Proceed, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the start date shown on the Notice to Proceed. The Notice to Proceed shall be effective as of the day it is issued by Owner.
- 3) Any Work Performed by the Contractor (other than obtaining permits) prior to Notice-To-Proceed shall be at the Contractor’s own risk and shall not be considered as the basis for any claim.

### B. Schedules

- 1) The Contractor shall provide, maintain, and submit monthly updated schedules in strict accordance with the Contract Documents. The Contractor shall at all times maintain an electronic schedule in the critical path methodology (“CPM”) format or in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc).The Special Provisions and Division 01 of the Technical Specifications may contain further specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates. The County shall approve this schedule prior to issuance of Notice to Proceed. The approved schedule shall be the Baseline Construction Schedule.
- 2) The Contractor shall prosecute the Work in accordance with the approved Baseline Construction Schedule or most recently approved revision to the baseline schedule. In the event that progress along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract at no additional cost to the Owner, unless the Contractor has demonstrated it is entitled a compensable time extension pursuant to the terms of this Contract. In addition, the Contractor shall revise his schedule to reflect these recovery actions

and submit it to the Owner for review and acceptance it being understood that such acceptance will be as to the format and composition of the schedule and not the Contractor's means and methods. Additional costs resulting therefrom will be borne by the Contractor. Delayed progress is defined as:

- a. A delay in the start or finish of any activity on the critical path of the approved baseline schedule or most recently approved revision to the baseline such that the last activity in the critical path occurs after the contract time; or
  - b. A delay in the start or finish of any non-critical activity which consumes more than the available float shown on the approved baseline schedule or most recently approved revision to the baseline, thereby making the activity critical and late; or
  - c. A projected completion date shown on a schedule update which is later than the contractual completion date; or
  - d. Any combination of the above.
- 3) Failure of the Contractor to comply with the requirements under this provision will be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with the Contract Documents. If in the Contractor's estimation, the cause(s) of delay are beyond the Contractor's control, the Contractor shall adhere to the sections of the Contract Documents related to extensions of time, claims and others as appropriate.
- 4) The Contractor shall be responsible for scheduling and coordinating the work of all crafts and trades, subcontractors, and suppliers, required to perform the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or special equipment of the Contractor or its subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of these or any other costs can be requested by or granted to the Contractor or any of its subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or special equipment, except as specified in the paragraph in this article dealing with Liquidated Indirect Costs, for delays in the performance and completion of the Work directly caused by the Owner or its authorized representatives. Other than the exception described above, additional costs may only be paid to the Contractor as a result of additional Work added to the Contract scope of work.

C. Extensions of Time and Classification of Types of Delays

- 1) Once a delay has been identified and it has been established through a Time Impact Analysis that a delay affects the Project's end date or contractually mandated milestone date, the delay must be classified to determine responsibility and to compute damages, if any. Before the Contractor can submit a request for time extension, claim or any request for additional compensation involving or related to time, the Contractor must classify the delay(s) in accordance with the following classifications. These delay classifications shall be used by the Owner and the Contractor in resolving any time-related disputes. Delays fall into three basic categories: non-excusable, excusable, and compensable.
  - a. Non-excusable delays are those delays to the critical path which were foreseeable at the time of contract award or delays caused by the Contractor due to the Contractor's



fault or negligence or his/her own inefficiencies or problems, due to his/her inability to coordinate subcontractors and/or other flaws in his/her planning. In these types of delays, the Contractor is not entitled to extra time or compensation and the Owner may be allowed to assess Liquidated Damages or actual damages, depending on the contract provisions.

- b. Excusable delays are those delays to the critical path beyond the Contractor's control and without the active interference of the Owner, such as extreme weather, force majeure, strikes, and delays caused by third parties (i.e. not the Contractor or the Owner). Contractors are granted a time extension but no additional compensation for the extended time of performance for excusable delays.
- c. Compensable delays are delays to the critical path caused by active interference or participation of the Owner or Owner's consultant. Examples of compensable delays are failure of the Owner to provide right-of-way, introducing late design changes, late review of shop drawings by the Owner or his Architect/Engineer and failure of the Owner to coordinate the work of various prime Contractors. In the case of a compensable delay, the compensation for the extended period of performance shall be the Liquidated Indirect Costs as specified in the Contract Documents. Where a delay is caused by Extra Work, the direct costs of the Extra Work shall be paid for in accordance with Section 9 herein.
- d. Concurrent delays involve two or more delays to the critical path occurring at the same time (irrespective of whether each delay would if analyzed alone, be compensable or non-compensable), either of which had it occurred alone, would have affected the end date of the Project.
- e. The compensability of concurrent delays depends on the types of delays involved. The following shall determine the effects of concurrent delays on time extensions and compensable costs:
  - i. EXCUSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE DELAY. For excusable delays concurrent with non-excusable delays, the Contractor is entitled to a time extension only. For example, it rains the day footings are to be excavated (excusable delay) but the excavation equipment was down for repairs (non-excusable delays).
  - ii. NON-EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For non-excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, if the Owner introduces a design change for a beam but the Contractor has failed to submit the shop drawings for said beam in a timely manner. This would be an example of a non-excusable delay (late shop drawings) concurrent with a compensable delay (Owner introducing design change).
  - iii. EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, the Owner does not provide the necessary right-of-way to begin construction (compensable delay) but the Contractor's forces are on strike (excusable delay).

- 2) Time Extensions: The Contractor may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the delay in completion of the Work, arising from acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, labor disputes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has given to the Architect/Engineer immediate verbal notification, with written confirmation within 48 hours, of the start of the delay of: (1) the cause or causes of delay, (2) the schedule activities impacted by the delay, (3) a rough order of magnitude estimate of the duration of the delay, and (4) potential measures to recover the schedule. Within thirty (30) days after the end of the delay, the Contractor shall furnish the Architect/Engineer with detailed information concerning the circumstances of the delay, the actual number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay; notwithstanding, where monthly schedule updates are required prior to the end of the delay, that monthly updated schedule shall reflect all delay experienced through the date of the submittal. All requests for extension of time shall be submitted in accordance with the Contract Documents. Failure to submit such information will be sufficient cause for denying the delay claims, irrespective of the Contractor's entitlement to a time extension or liquidated damages. The Owner will ascertain the facts and the extent of the delay, and its findings thereon will be final and conclusive subject to the dispute provisions in the Contract Documents. The extensions of time granted for these reasons shall be considered excusable and shall not be the basis for any additional compensation.
- a. Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Architect/Engineer. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina, and published by the National Oceanic and Atmospheric Administration (this data is taken from the table of normal, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day occurring during normal work hours shall be considered to be a rainy day, if the rain actually prevented the Contractor from performing work. The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.
  - b. An extension of time will not be granted for a delay to the critical path caused by a shortage of materials, except Owner-furnished materials, unless the Contractor furnishes to the Architect/Engineer documentary proof that he has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a

cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the Architect/Engineer that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- 3) Delays Caused by the Owner: If the Contractor's performance of the Work along the critical path is delayed by any condition or action directly caused by the Owner, and which was not foreseeable by the Contractor at the time the Contract was entered into, the Contractor shall, provide notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. The Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. In instances where the Owner causes a delay which is responsible for extending the Contract beyond the completion date, the Contractor may claim Liquidated Indirect Costs as specified in the paragraph in this article dealing with Liquidated Indirect Costs. These delays shall be considered compensable, except for the period in which these delays may be concurrent with Contractor-caused delays. If a delay on the part of the Owner is concurrent, that is, if it occurs at the same time as a Contractor-caused delay, the Owner-caused delay shall be considered an excusable delay for the portion of the Owner-caused delay which is concurrent with the Contractor-caused delay.
- 4) Delays Beyond Contractor's Control Not Caused by the Owner: If Contractor's performance of the Work along the critical path is delayed by any conditions beyond the control and without the fault or negligence of Contractor and not caused by the Owner, and if the Owner determines that the delay was beyond the control and without the fault or negligence of the Contractor and not foreseeable by the Contractor at the time this Contract was entered into, the Owner will determine the duration of the delay based on the documentation provided by Contractor, and may extend the time of performance of this Contract provided; however, that Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. These delays shall be considered excusable, and the Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of the delays contemplated by this paragraph and extension of time shall constitute Contractor's sole remedy for such delays.
- 5) In addition to the delays in the Work specified in this section, delays in the Work directly caused by an act or omission by an owner of an adjoining property, or by tenants or permittees on County property, will not be considered an Owner-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, or other organization who either owns or occupies, or both, structures, or parcels or both, immediately adjacent to the Work Site. Extension of time for those delays will be considered excusable and shall be treated as specified in this article, provided that:
  - a. The Contractor has, in accordance with this article, given to the Architect/Engineer immediate verbal justification, with written confirmation within 48 hours of the delay; and
  - b. The Contractor establishes, to the satisfaction of the Architect/Engineer, that:
    - i. The delay was caused directly by an act or omission by the owner of the adjoining property; and

- ii. The Contractor has taken reasonable precautions and has made substantial effort to minimize the delay.
- 6) A Change Order will be furnished to the Contractor within a reasonable period of time, after approval of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, pursuant to Section 9-3 of the Code of Miami-Dade County. All change orders shall be in full accord with the Contract Documents. The Board of County Commissioners shall not be bound by the recommendation of County Staff with respect to time extensions, and may accept, reject, or modify change orders in its sole discretion.
- 7) Additional requirements for the submittal of time extension requests may be included in the Technical Specifications,

D. Substantial Completion, Final Completion and Final Acceptance

- 1) The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved:
- a. All Work must be completed to the satisfaction of the appropriate permitting agencies having jurisdiction over the Work. The Contractor must furnish the Owner with a “Temporary Certificate of Occupancy” or a “Certificate of Completion,” as applicable, from the permitting agency unless circumstances arise outside the contract scope that prohibits such certificates from being issued (i.e. utility connections).
  - b. All operational systems which may include but not be limited to electrical systems, security systems, irrigation systems and fire systems, must be completed in accordance with the Contract Documents, tested and approved.
  - c. All plumbing, heating, ventilation, and air conditioning systems must be completed, tested, and approved. Whenever the scope of work includes a facility or building, an HVAC test and balance report must be submitted and approved as a condition precedent to Substantial Completion.
  - d. The punch list may not be so extensive or of a nature that the Contractor’s completion will significantly interfere with the Owner’s beneficial use of the facility.
- 2) When the Contractor believes that all the Work or designated portion thereof required by the contract is substantially completed, the Contractor shall submit to the Field Representative and the Architect/Engineer a request for Substantial Completion inspection. The Contractor, the Field Representative, the Architect/Engineer, sub-consultants, and the Owner shall meet at the Project site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or Work to be corrected shall be noted on a Punch List. If the Field Representative and/or the Architect/Engineer and the Owner indicate on this inspection report that the Work is substantially complete, a Certificate of Substantial Completion will be issued to the Contractor. The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall have attached the Punch List reflecting any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and shall state the date by which the Punch List is to be completed. The completion time for

the Punch List shall not be greater than 60 days from the date of issuance of the Certificate of Substantial Completion.

- 3) If any of the conditions listed in this article are not met and the Work has not been completed, or the Owner determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Substantial Completion shall not be issued. The Contractor shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Contractor.
- 4) In the event the Contractor fails to achieve Substantial Completion within the period specified in the Contract for completion, the Contractor shall be liable for Liquidated Damages and the Owner has, as its option, the right to, after 10 calendar day-notice to the Contractor, to remove such work from the Contract, in which case the value of the work, as measured by the Owners' cost to have such work performed by others, shall be deducted from Contractor's final payment, whether or not the Owner causes such work to be performed. In the event that the Owner chooses to remove such work, there shall not be any further non-excusable delays charged to the Contractor beyond the 10 days following notice to the Contractor. However, the Contractor shall not be relieved of any non-excusable delays incurred through the date of termination. The Punch List and the Contract shall remain open until all the Work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any back charges, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any back charge, the Owner will bill the Contractor for the balance and the Contractor shall promptly remit to the Owner an amount equal to the billing.
- 5) Final Completion: When the Owner or Architect/Engineer considers all Work indicated on the Punch List to be complete, the Contractor shall submit written certification that:
  - a. Work has been inspected for the compliance with the Contract Documents.
  - b. Work has been completed in accordance with the Contract Documents, and that deficiencies listed within the Certificate of Substantial Completion and its attachments have been corrected.
  - c. Work is completed and ready for Final Inspection.
- 6) Should the Owner and/or Architect/Engineer inspection find that Work is incomplete, he will promptly notify the Contractor in writing listing all observed deficiencies. The Contractor shall be responsible for all Direct and Indirect Costs to the County resulting from the Contractor's failure to complete the Punch List items within the time allowed for completion.
- 7) The Contractor shall remedy deficiencies and send a second certification. Another inspection will be made that shall constitute the final inspection. Provided that work has been satisfactorily completed, the Architect/Engineer will notify the Contractor in writing of Final Acceptance as of the date of this final inspection.
- 8) Prior to Final Acceptance, the Contractor shall deliver to the Field Representative complete As-Built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required

for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.

- 9) Upon notification of Final Acceptance to the Contractor, the Architect/Engineer will request and consider closeout submittals from the Contractor including but not limited to the final Contractor's Affidavit and Release of All Claims.
- 10) The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.
- 11) Re-Inspection Fees: Should the status of completion of the Work require re-inspection of the Work by the Owner and the Architect/Engineer due to failure of the Work to comply with the Contractor's representations regarding the completion of the Work, the Owner will deduct from the final payment to the Contractor, fees and costs associated with re-inspection services in addition to scheduled Liquidated Damages.

E. Use and Possession

The Owner shall have the right to occupy, take possession of or use any completed or partially completed portions of the Work. Such possession or use will not be deemed an acceptance of work not completed in accordance with the Contract. While the Owner is in such possession, the Contractor, notwithstanding the provisions of the Contract Documents, will be relieved of the responsibility for loss or damage to those portions of the Work occupied by Owner, excepting those resulting from the Contractor's fault or negligence or breach of warranty. The Contractor shall be responsible for maintenance of all equipment in these areas until these responsibilities are turned over to the County in writing. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, a Contract change in the Contract price, or the time of completion will be made, and the Contract will be modified in writing accordingly.

F. Liquidated Damages and Liquidated Indirect Costs

- 1) The parties to the Contract agree that time, in the completion of the Work, is of the essence. The Owner and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Contractor shall be assessed Liquidated Damages on a daily basis for each Day that individual milestones, both interim and cumulative as specified in the Contract Documents, are not timely achieved or that Contract Time is exceeded due to a non-excusable delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with any certainty and which were incurred by the Owner due to the delay. The amount of Liquidated Damages assessed shall be an amount, as stipulated in the Contract Documents, per day for each calendar day that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.
- 2) The Owner and the Contractor recognize and agree that the precise amount of the Contractor's Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract, and that proof of the precise amount will be difficult. Therefore, Liquidated Indirect Costs recoverable by the Contractor, shall be assessed on a daily basis for each Day the Contract Time is delayed due to compensable delay.

These Liquidated Indirect Costs shall be paid to the Contractor in full satisfaction of all costs and damages caused by compensable excusable delays, except for Direct Costs. There shall be no Liquidated Indirect Costs payable for time directly related to Extra Work for which a Change Order has been issued.

- 3) The amount of Liquidated Indirect Costs recoverable shall be an amount, as stipulated in the Contract Documents per day for each day the Contract is delayed due to compensable excusable delay. Unless otherwise specified in the Contract, for lump sum contracts, the daily amount of Liquidated Indirect Costs will be calculated by dividing the total amount in the Contractor's approved Schedule of Values for General Requirements by the Contract duration (in days) after deducting any general conditions costs directly paid by the Owner during the execution of the Project. The amount of the Liquidated Indirect Costs calculated in accordance with this formula shall be stated in the Notice-to-Proceed. For unit price contracts, the daily amount of Liquidated Indirect Costs will be calculated as defined in the formula below:

$$\frac{(\text{Amount of Bid} \times 8\%) \text{ less any General Requirements items paid independently/individually}}{\text{Original Contract Duration (In Days)}}$$

- 4) In the event the Contractor fails to perform any other covenant or condition (other than time-related) of this Contract relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor. The Owner reserves the right to retain these amounts from monies due the Contractor.
- 5) Nothing in this article shall be construed as limiting the right of the Owner to terminate the Contract and/or to require the Surety to complete said Project and/or to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.
- 6) Consequential Damages: This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Notwithstanding anything whatsoever contained in this Agreement to the contrary, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential, or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing.

END OF ARTICLE

## 9. PROGRESS PAYMENTS

### A. Payments

- 1) The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- 2) The Owner will make progress payments monthly as the work proceeds. Prior to issuance of the Notice to Proceed, unless the Special Provisions provide for the payment to be determined by using a cost-loaded CPM, the Contractor shall, furnish a Schedule of Values for review and approval by the Owner consisting of a detailed cost breakdown of each lump sum bid item in the Bid Form in such detail as the Architect/Engineer shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. Unit price bid items shall be paid for in accordance with the Bid Form. The Schedule of Values shall clearly indicate the amount to be paid by the Contractor to each individual subcontractor. Notice to Proceed shall not be issued, and the Contractor cannot submit monthly invoices, without an approved Schedule of Values.
- 3) In making such progress payments, a maximum of 5 percent of the estimated amount shall be retained from each progress payment made to the Contractor until 50 percent Completion of the work has been established. 50 percent completion is defined as the point in time when at least 50 percent of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the Architect/Engineer. At this point, the retainage amount withheld from each subsequent progress payment may be reduced, at the discretion of the Owner, provided the Owner finds that satisfactory progress is being made. Also, whenever the Work is Substantially Complete, the Owner, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount.
- 4) Material and work covered by progress payments shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the Owner to require the fulfillment of the terms of the Contract.
- 5) Progress payments will be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735.
  - a. The Contractor's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, materialmen and suppliers. The contractor shall remit payment due to subcontractors within 10 days after the contractors' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.
  - b. The Contractor's attention is further directed to Miami Dade County Code Section 10-33.02, Section 2-8.1.4 , Section 2-8.1.1.1.1 and Section 2-8.1.1.1.2 , providing for prompt payments of fourteen (14) days upon receipt of an approved invoice are made



to prime contractor certified as Miami Dade County certified small businesses or prime contracts with Miami Dade County certified small businesses are participating as subcontractors by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments within two (2) days upon receipt of payment from the owner, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

- 6) No progress payments will knowingly be made for work not in accordance with this Contract, but payment of a requisition shall not constitute acceptance of non-conforming work or otherwise constitute a waiver of any of the Owner's rights under the Contract
- 7) Applications for progress payments shall be in the format as prescribed by the Owner. These applications shall be supported by evidence, which is required by this article. Each application for payment shall clearly indicate the amount to be paid to the Contractor as well as the amount to be paid to each of the Contractor's subcontractors and suppliers, based on work installed and approved at the time of the application. The Contractor shall certify, pursuant to the Miami-Dade County False Claims Ordinance, that the work for which payment is requested has been done and that the materials listed are stored where indicated. Those items on the progress payment application that, in accordance with the applicable sections of the Contract Documents, compensate for Force Account Work, for materials not yet incorporated in the work, or for work under change orders negotiated on a cost-reimbursable basis will, under procedures of the Owner, be subject to the Owner's audit review of the Contractor's records supporting the payment application. Audits will be performed so as not to interfere with timely processing of applications for payment. If audit indicates the Contractor has been overpaid under a previous payment application, that overpayment will be credited against current progress payment applications. For a period of five years from Final Acceptance of the Contract, the Contractor shall maintain and make available for audit inspection and copying by the Owner, State and the Government and their authorized representatives, all records subject to audit review.
- 8) The Owner, at its discretion, may authorize payment for materials not yet incorporated into the Work, whether or not delivered to the Work Site. The value of materials on hand but not incorporated into the Work will be determined by the Field Representative, based on actual invoice costs to the Contractor, and such value will be included in a monthly application for payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable locations on Site or in bonded warehouses that are acceptable to the Owner; materials paid for in this manner shall be kept segregated from other materials purchased by Contractor and shall not be used for other projects undertaken by Contractor. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:
  - a. The material has been stored and stockpiled in a manner acceptable to the Field Representative at or on the Work site or in a secure storage facility within Miami-Dade County or other location as approved by the Architect/Engineer. If such

materials are stored outside Miami-Dade County, the Contractor shall accept responsibility for and pay all personal and property taxes that may be levied against the Owner by any state or subdivision thereof on account of such storage of such material. The Owner will permit the Contractor, at his own expense, to contest the validity of any such tax levied against the Owner and in the event of any judgment or decree of a court against the Owner, the Contractor agrees to pay same.

- b. The Contractor has furnished the Field Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Field Representative with satisfactory evidence that the materials and transportation costs have been paid including but not limited to certified bills of sale for such materials and insurance certificates or other instruments, in writing, and in a form as required by the Owner. The Architect/Engineer may allow only such portion of the amount represented by these bills as, in his opinion, is consistent with the reasonable cost of such materials.
- d. The Contractor has furnished the Owner legal title (free of debts, claims, liens, mortgages, taxes, or encumbrances of any kind) to the material so stored and stockpiled and subject only to the Owner's payment for the materials as reflected in the application for payment. All such materials so accepted shall become the property of the Owner. The Contractor at his own expense shall mark such material as the property of the Owner and shall take such other steps, if any, the Owner may require or regard as necessary to vest title in the Owner to such material.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work. The cost of the material included in an application for payment which may subsequently become lost, damaged, or unsatisfactory shall be deducted from succeeding applications for payment irrespective of the cause and whether or not due to the negligence, carelessness or fault of the Owner.
- f. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents and does not waive Owner's right to reject defective material when it is delivered to the Site until such material is delivered to the Site and satisfactorily incorporated into the work.
- g. In no case will the amount in an application for payment for material on hand exceed the Contract price for such material, the Contract price for the Contract item in which the material is intended to be used or the value for such material established in the approved Schedule of Values. Payment for material furnished and delivered as indicated above will be based on 100 percent of the cost to the Contractor and retention will be withheld as specified in the Contract Documents. In any event, partial payments for materials on hand will not exceed 70 percent of the item's Bid Price, including taxes and shipping, or the agreed amount within the Schedule of Values.

- h. No partial payment will be made for stored or stockpiled living or perishable plant materials.
  - i. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.
  - j. Materials may be subject to being purchased by the Owner directly under the County's "Direct Material Purchase Program" and installed by the Contractor, as applicable, in accordance with the Special Provisions.
- 9) Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:
- a. The General Requirements Lump Sum amount, including cost for bonds and insurance, shall be paid in proportion to the total percent of completion. The Owner will consider requests for payment for bonds and insurance under the General Requirements after receipt of certified invoices from the Contractor showing that the Contractor has paid them.
  - b. The Owner reserves its right to withhold payment for General Requirements, in whole or in part, at the Owner's sole discretion, in accordance with Paragraph 11 below.
- 10) If any claim is filed against the project for labor, materials, supplies or equipment which the Owner has determined to have been incorporated on the site and the Contractor has not paid for, the Owner will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this article or under other provisions of the Contract, an amount equal to such amounts claimed.
- 11) In addition to the provisions of this article and other relevant sections of the Contract Documents, payment may also be withheld proportionately for the following reasons:
- a. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
  - b. Reasonable indication that the Work will not be completed within the Contract Time,
  - c. Damage to another Contractor,
  - d. Unsatisfactory prosecution of the Work by the Contractor,
  - e. Failure of the Contractor, or his subcontractors, to pay wage rates, when applicable as required by the Contract.
  - f. In the event the Surety on the Performance and Payment Bond provided by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. In this case, payment will continue when the Contractor provides a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.
  - g. If any work or material is discovered which, in the opinion of either the Architect/Engineer or the Field Representative, is defective, or should a reasonable

doubt arise on the part of either the Architect/Engineer or the Field Representative as to the integrity of any part of the work completed previous to the final acceptance and payment. In this case, there will be deducted from the first application for payment subsequent to the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent applications for payment until the defects have been remedied or the causes for doubt removed.

- 12) The Contactor shall submit with each monthly invoice, or as otherwise directed by the County, certified payroll forms for all the Contractor's employees on the job, as well as for all subcontractors regardless of tier in accordance with applicable Responsible Wages and Benefits in accordance with Miami-Dade County Code Section 2-11.16). Failure to provide this information will cause the Contracting Officer, Field Representative, and/or Architect/Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the required information.
- 13) Failure to comply with the insurance requirements listed in the Contract Documents may result in the Owner's withholding or delaying payment to the Contractor.
- 14) In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

**B. Taxes**

- 1) Except as may be otherwise provided for in the Contract Documents, the price or prices bid for the Work shall include full compensation for all federal, state, local and foreign taxes, fees and duties that the Contractor is or may be required to pay and the Contractor shall be responsible for the payment thereof during the prosecution of the work.
- 2) The Contractor's attention is directed to the fact that materials and supplies necessary for the completion of this Contract are subject to the Florida Sales and Use Tax, in accordance with Section 212.08, Florida Statutes, as amended. The Contractor shall not collect taxes upon making delivery to the Owner.
- 3) The Owner, at its sole discretion, upon request of the Contractor and where appropriate, may furnish to the Contractor appropriate evidence to establish exemption from any taxes, fees or duties which may be applicable to the agreement and from which the Owner is exempt.

**C. Tax Exempt Owner Purchase Materials**

The owner may incorporate specifications for tax exempt owner purchase in all covered contracts. A tax-exempt owner purchase is one made directly by the County which is intended to be tax exempt in accordance with Section 212.08(6) of the Florida Statutes and Rule 12A-1.094 of the Florida Administrative Code, as the same may be amended. A covered contract is a contract for the construction, improvement or rehabilitation of property which is estimated to exceed ten million dollars (\$10,000,000.00) in cost.

The contractor must include Florida State Sales Tax and other applicable taxes in his bid for materials, supplies, and equipment. The owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Contractor's bid and/or contract, substantially in accordance with the contract.

## **OWNER DIRECT PURCHASE PROCEDURES**

- A) Contractor shall provide Owner's Representative a list of all intended suppliers, vendors, and materialmen for consideration as Owner Direct Purchased materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Contractor shall submit a description of the materials to be supplied, estimated quantities and prices.
  
- B) Upon request from Owner, and in a timely manner, Contractor shall submit the attached Purchase Order Requisition Form to the Owner's Representative, to specifically identify the materials which Owner has, at its sole option, elected to purchase directly. On the Purchase Order Requisition Form, the Contractor will provide the Owner the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price.
  
- C) Such Purchase Order Requisition Forms are to be submitted to Owner's designated representative no less than two (2) weeks prior to the need for ordering such Owner Direct Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.
  
- D) After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Promptly, within two (2) business days of receipt of each Purchase Order, the Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, The Owner shall issue the Purchase Order to the supplier or vendor. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Direct Purchased Materials on the delivery dated provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Order shall also provide that the supplier shall invoice the Owner directly for the items purchased and not the Contractor. Owner shall immediately provide Contractor with copies of such invoices it receives. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.

- E) All shop drawings and submittals shall be made by the Contractor in accordance with the Project Specifications.
- F) Contractor shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. At the time of, and subsequent to, the delivery of such materials, the Owner shall be liable for all loss or damage to equipment and materials purchased pursuant to the Purchase Order. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Contractor. Notwithstanding the foregoing, the Owner shall be responsible for payment of the invoices issued by the supplier or vendor pursuant to the procedures in Paragraph G below.
- G) As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice issued to the Owner for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the Owner (and provided to Contractor) conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that the Materials were received in order for the Owner to agree to approve the invoice for payment of the invoice issued. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
- H) The Contractor shall insure that Owner Direct Purchase materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or nonconformity's in the Owner Direct Purchased Material upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally the Contractor shall notify the Owner of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates Owner Direct Purchased materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to

Owner resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

- I) The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.
- J) The transfer of possession of Owner Direct Purchased Materials from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Direct Purchased materials. Owner Direct Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Direct Purchased Materials.
- K) The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Direct Purchased Materials not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials by the Contractor as provided in Paragraph F above.
- L) On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of Owner Direct Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the supplier, based upon Contractor's records of materials delivered to the site and any defects in such materials.
- M) In order to arrange for the prompt payment to the supplier, the Contractor shall provide to the Owner, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier based upon the receipt of data provided. This payment will be released, delivered and remitted directly to the supplier by the Owner. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

- N) Salvage materials shall be the property of the Owner and stored or removed from the site by the Contractor at the Owner's discretion.
- O) From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials.
- P) Upon completion of the project, the Contractor shall execute and deliver to the Owner, one or more deductive Change Orders, referencing the full value of all Owner Direct Purchased materials purchased directly, plus all sales tax savings associated with such materials in Contractor's bid to Owner's Representative.

D. Payments to Subcontractors and Suppliers

- 1) The Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and in accordance with Miami-Dade County Code Section 10-33.02 and Florida Statute s. 218.735.
- 2) Before the Contractor can receive any payment, except the first payment, for monies due him as a result of a percentage of the work completed, he must provide the Architect/Engineer with duly executed release of claim from all subcontractors and suppliers who have performed any work or supplied any material on the project as of the date, stating that said subcontractors or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition using the form provided in the Contract Documents identifying the subcontractors and the amounts for which the Statement of Satisfaction cannot be furnished.
- 3) The Contractor's failure to provide a Consent of Surety to Requisition Payment will result in the amount in dispute being withheld until (1) the Statement of Satisfaction is furnished, or (2) Consent of Surety to Requisition Payment is furnished. The subcontractor(s) shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with applicable Provisions. Failure to provide this information will cause the Architect/Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the information.

E. Contract Prices - Bid Form

Payment for the various Bid Items listed in the Bid Form shall constitute full compensation for furnishing plant, labor, equipment, appliances, and materials and for performing operations required to complete the Work in conformity with the Contract Documents. All costs for work shown or indicated by the Contract Documents, although not specifically provided for by a Bid Item in the Bid Form, shall be included in the most appropriate Bid Item price for the items listed. Except for the relief provided by the applicable section of the Contract Documents governing Differing Site Conditions, the Contractor will not be entitled to additional compensation for providing an activity



or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific Bid Item or indicated in the Contract Documents.

F. Final Payment

- 1) After the Work has been accepted by the Owner, subject to the provisions of the Contract Documents, a final payment will be made as follows:
  - a. Prior to Final Acceptance of the Work, the Contractor shall prepare and submit a proposed final application for payment to the Architect/Engineer showing the proposed total amount due the Contractor, segregated as to Bid Item quantities, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.
  - b. The Owner will review the Contractor's proposed final application for payment and necessary changes, or corrections will be forwarded to the Contractor. Within 10 days thereafter, the Contractor shall submit a final application for payment incorporating changes or corrections made by the Architect/Engineer together with additional claims resulting therefrom. Upon approval by the Owner, the corrected proposed final application for payment will become the approved final application for payment.
  - c. If the Contractor files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the Architect/Engineer and the Owner, and agreements are reached on all questions regarding the final application for payment, the Owner, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment.
  - d. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.
  - e. The release from the Contractor will be from any claims arising from the Work under the Contract. If the Contractor's claim to amounts payable under the Contract has been authorized by the Owner for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.
  - f. Final payment will be made within 30 days after approval of the final notice and resolution of Contractor's claims, or 30 days after Final Acceptance of the Work by the Owner, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the Owner shall make payment of sums not in dispute without prejudice to the rights of either the Owner or the Contractor in connection with any disputed items.

- g. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.
  - h. Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid.
- 2) With the final application for payment, the Contractor shall return and submit final releases of claim from himself, from each subcontractor of record and from other subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from subcontractors and suppliers shall be final, originals, notarized and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to the Owner all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of subcontractors and suppliers who refuse to execute final releases.
- 3) The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
  - a. Faulty or defective Work appearing after Final Completion;
  - b. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;
  - c. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
  - d. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
  - e. The enforcement of the terms of the Payment and Performance Bonds against the Surety;
  - f. Terms of all warranties/guarantees required by the Contract Documents.
- 4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor.
- 5) Escalation of Bid Items
  - Q) A dedicated allowance account has been established in this contract for escalation of contractor Unit Prices. The funds in the dedicated allowance account may not be used for any purpose other than escalation of Unit Prices as provided for below. Funds in the dedicated allowance account are the property of the Owner, and any unused funds at the end of the Contract shall remain property of the Owner. The Contractor expressly agrees that it is solely responsible for all cost escalations which exceed the value of the dedicated allowance account. Payment shall be made in a lump sum, based on escalation occurring in the preceding 365 days, as outlined below.

- R) The Contractor shall be entitled to escalation of its Unit Prices 365 days after award of the contract, and every 365 days thereafter.
- S) The Contractor shall utilize the most recent statistical data available as published by the Bureau of Labor Statistics.
- T) The formula for the alteration of the Unit Prices shall be the percentage change for the previous 12 months with a not-to-exceed percentage change of five percent (5%) for each bid item. Should the Bureau of Labor Statistics make a major CPI revision, such as a change to the applicable CPI base period, it remains that the Unit Prices shall be altered utilizing the percentage change of the most recent 12 months as published within the changed CPI. The percentage change in Unit Prices shall be computed similar to the following example:

CPI for the most recent month ..... 135.8  
 Less CPI for the month 12 months previous ..... 129.9  
 Equals the index point change ..... 5.9  
 Divided by previous period CPI.. ..... 129.9  
 Equals ..... 0.0454  
 The result is multiplied by 100 ..... 0.0454 x 100  
 Which equals the percentage change multiplier ..... 4.54

The percentage multiplier shall be rounded to two decimal places using the 5/4 rounding method, e.g., if the 3rd digit to the right of the decimal is a 5 through 9, then the 2nd digit to the right of the decimal is rounded up one value; or if the 3rd digit to the right of the decimal is 0 through 4, then the 2nd digit to the right of the decimal remains as is.

- E) Following each escalation period, the Contractor shall submit a request for escalation during the prior 365 days. The Owner shall, upon receipt of a proper request submitted in accordance with the provisions of these General Conditions, issue a work order for a lump sum amount representing the cost of escalation for all Unit Price items accepted and paid by the Owner during the preceding 365 days (Unit Price work accepted and paid multiplied times the percentage change multiplier). The Contractor shall at all times throughout the contract submit monthly invoices based on the Unit Prices contained in the bid, and shall not submit monthly invoices based on escalated pricing. Escalation Unit Prices shall only be paid retroactively and in a lump sum. Where the Dedicated Allowance Account is insufficient to pay for Escalated Unit Prices, the Owner shall pay the Contractor to the remaining value in the Dedicated Allowance Account and Owner shall have no further liability for escalated costs.

**In the event that base contract work is not broken out into Unit Prices (i.e., for projects which were bid on a lump sum basis) escalation shall apply to the costs of such project as broken out in the approved Schedule of Values as if such costs were Unit Prices.**

END OF ARTICLE

## 10. CHANGES

### A. Changes

**NOTE: “OVERHEAD” AS USED IN THIS SECTION IS DEFINED IN SECTION 1 DEFINITIONS - PAGE 8**

- 1) The Owner reserves the right to, at any time, without notice to the sureties and without invalidating the Contract, by written notice or order designated as a Change Notice or Change Order, make any change in the Work within the general scope of the Contract including but not limited to changes:
  - a. In the Contract Documents;
  - b. In the method or manner of performance of the Work;
  - c. In Owner-furnished facilities, equipment, materials, services, or site or;
  - d. Directing acceleration in performance of the Work.

The Owner may authorize, via Allowance Account Work Order, Extra Work which does not change any provision of the General Covenants and Conditions or the Contract Documents, if the value of such work is less than the value remaining in the applicable Allowance Account and/or Time Contingency Account.

- 2) In the event the Owner exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.
- 3) Changes in the work may be initiated by the issuance of a Change Notice by the Architect/Engineer. The Contractor shall submit a proposal to the Architect/Engineer and the Owner for their review, in accordance with the Contract Documents, within five days after receipt of a Change Notice. The Contractor shall maintain this proposal, for acceptance by the Owner, for a minimum of 90 calendar days after submittal. The cost or credit to the Owner for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.
- 4) In the event the Contractor fails to provide the full cost and time estimate for the change work or refuses to execute a full accord Change Order, the Owner will, at its sole discretion, 1) determine the total cost and time impacts of the change and compensate the Contractor and/or extend the Contract Time, if applicable, through a unilateral Change Order signed only by the Owner; or 2) direct the Contractor to proceed with the Work under the Force Account provisions of this article. Failure of the Contractor to submit his total and final estimated cost and time impact within the time period specified on the Change Notice form shall constitute a waiver by the Contractor to claim additional costs or time beyond that which has been determined by the Owner. Any disputes arising out of an Owner determination shall be resolved in accordance with the dispute provisions in the Contract Documents. Pending the Owner’s final decision, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- 5) Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs and means and methods of

execution. To be compensable, units must be measured daily by the Contractor and approved in writing by the Owner or his authorized representative.

- 6) The following mark-ups on Extra Work shall apply to all changes in the Work performed under this article:
  - a. For Extra Work performed by the Contractor's own forces, the Contractor agrees that proposed cost to perform said Extra Work will in no event include a rate for total overhead in excess of 20 percent of the actual costs of the Extra Work.
  - b. For Extra Work performed by a subcontractor's forces, the Contractor agrees that the overhead, for each sub-contractors, sub-subcontractors, and suppliers, shall not exceed 15% of the total of all sub-contractor's actual direct costs of the Extra Work. The Contractor may then add five percent (5%) times the subcontractor's or sub-tier subcontractor's actual Direct Cost as direct compensation for the Contractor's Overhead and all other costs associated with the subcontractors Extra Work at all tiers.
- 7) Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner and approved by the Board of County Commissioners; where the Board of County Commissioners has delegated via Ordinance authority to County Staff to execute change orders, such change orders are subject to ratification by the Board of County Commissioners as described in such ordinance. BCC. Decreases to the Contract amount shall be by Change Order or Work Order as determined by the Owner and shall also be subject to BCC approval when the decrease results from a reduction in the scope of the work.
- 8) A cost of bonds for Change Orders that impact the Contract price shall be established by the Contractor's actual reimbursement costs, as approved by the Owner, based on the original Contract Amount and the original amount reimbursed to the Contractor for bonds at the commencement of the Work. This cost of bonds shall be added to all credit amounts allowed by the Owner. For Change Orders paid under the Allowance Account, no additional bond cost will be allowed unless the Allowance Account is not included in the original Contract Amount. In this case, additional bond costs for these Change Orders will be considered.
- 9) Any claim for payment of Extra Work that is not covered by a Change Order or Work Order will be rejected by the Owner.

B. Allowance Accounts

- 1) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)."
  - a. The Allowance Account (Contingency) can be used to reimburse the Contractor for 1) furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions and; 2) for performing construction changes required to resolve: Owner directed changes in the work, unforeseen conditions (if compensation for same is otherwise allowed under the contract), revised regulatory requirements, work required by any Authority Having Jurisdiction (if not required

due to errors or omissions of the Contractor), and for making final adjustment to estimated quantities shown on the Schedule of Values or amounts bid in the Bid Form to conform to actual quantities installed.

- b. Other Allowance Account(s) (Dedicated) may be used as specified in the Contract Documents to fund specific items of work at the sole discretion of the Owner. These dedicated allowance accounts shall be used only for the purposes approved pursuant to a written Work Order issued by the Owner or his authorized representative.
- 2) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Schedule and the Schedule of Values and shall in all respects be integrated into the construction as a part of the Contract as awarded.
- 3) The Work Order for the required work will be issued by the Owner or Architect/Engineer upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Architect/Engineer and the Owner. If the Contractor and the Owner are unable to agree upon an amount of compensation or; if the nature of the work is such that a Unit Price or Lump Sum price is not economically practical or if the change work is deemed essential to the Project and actual conditions require work to be swiftly conducted to avoid or minimize delays, the Work Order may be issued to perform the work on a Force Account basis. In the event that an equitable adjustment for the said change work cannot be arrived at, either by mutual agreement or under the dispute provisions of the Contract Documents, the compensation hereunder will be the total compensation for this work.
- 4) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- 5) The unexpended amounts under the allowance accounts shall remain with the Owner and the Contractor shall have no claim to the same.

C. Deletion or Addition of Work

- 1) In the event the Owner exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered, and the Contract Total Amount and Time may be adjusted as provided for in these Contract Documents by Change Order or by Work Order, as appropriate. The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. In the event of a dispute between Owner and Contractor as to the adjustment to the amount of time, the dispute shall be handled in accordance with these General Conditions.
- 2) Deleted Work - Lump Sum Bid Item(s): The Contractor shall credit the Owner for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the Architect/Engineer. If the reasonable value of the deleted work cannot be readily ascertained from the Schedule of Values submitted in accordance with these General Conditions, or if requested by the Architect/Engineer, the Contractor shall supply all data required by the Architect/Engineer, including the actual agreements executed by the Contractor with the subcontractors and suppliers affected by the deleted work, to substantiate the amount of the credit to be given the Owner. The Contractor shall also submit for the Owner's approval a revised schedule of values reflecting the work remaining under the Contract following the deletion.

- 3) No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.
- 4) In the event the Owner exercises its right to add to any portion of the work contemplated herein, such addition will be ordered, and the Contract Total Amount and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with the Contract Documents.

D. Increased or Decreased Quantities (Unit Prices)

- 1) This section applies to Owner-initiated additions or deletions from the Work and to the unit prices contained within this contract and controls payments or credits for variations between estimated and actual quantities required to complete the Work, even though the additions or deletions may be distinct or separate structures or activities and regardless of the fact that the addition or deletion is a result of field adjustments, site conditions, a design change, or any other cause. Increases or decreases will be determined by comparing the actual quantity required to the Architect/Engineer's estimated quantity in the Bid Form.
- 2) If the actual quantity of Bid Item varies from the Architect/Engineer's quantity estimate by 25 percent or less, payment for the Bid Item will be made at the Contract unit price. If the actual quantity varies from the Bid quantity by more than 25 percent, the compensation payable to the Contractor will be the subject of review by the Contractor and the Architect/Engineer and a Contract adjustment will be made by means of a Change Order in accordance with the Contract Documents to credit the Owner with any reduction in unit prices or to compensate the Contractor for any increase in unit price resulting from variations between estimated and actual quantities. The unit price to be re-negotiated shall be only for that quantity above 125 percent or below 75 percent of the original bid quantities.
- 3) The Contractor shall submit to the Architect/Engineer all data required to substantiate the amount of compensation requested, therefore. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of all the Unit Prices times the original bid quantities of Work reflected in the Bid Form.
- 4) No compensation will be made in any case for loss of anticipatory profits, loss of bonding capacity or consequential damages.

E. Extra Work

- 1) Except as otherwise expressly provided above, all additional work ordered, work changed or work deleted shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified. 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, if the Owner and Contractor cannot agree on entitlement to a claim, a



reservation of the specific claims at issue; such reservation must, to be effective: identify each specific claim reserved, the scope of the work, the maximum cost of the work associated with the claim, and the maximum number of days of Contract time requested.

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.
- 2) If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price for the Direct Costs for the performance of such work in accordance with this article. Indirect Costs for Work ordered, changed, or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.
- a. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Change Order or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special equipment or machinery, which is made idle or inefficient by the Work ordered, changed, or deleted, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.
  - b. Costs of special equipment or machinery, not already mobilized on the site, approved by the Architect/Engineer, shall be calculated using the current issue of the Associated Equipment Distributors (AED) Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:
    - i. Between one (1) day and seven (7) days, use the daily rate.
    - ii. Between seven (7) days and 30 days, use the weekly rate.
    - iii. Greater than 30 days, use the monthly rate.
  - c. For less than one (1) day hourly rates, use the daily rate divided by eight (8).
  - d. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by 40, or the monthly rate divided by 176 as appropriate.
  - e. Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by 176, per hour that the

Special Equipment and Machinery is in use on the work plus any required re-mobilization.

- f. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of 45 days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.
- g. Rental for special equipment and machinery, not already mobilized to the site, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributors' (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the work plus any required mobilization. Payment for special equipment and machinery already mobilized to the site shall not exceed the monthly rate stated in the AED standards divided by 176 to establish a per hour rate that the special equipment and machinery is in use on the Work, plus any required re-mobilization.
- h. For indirect costs, the Contractor shall be allowed a percentage mark-up as set forth in paragraph (6) above...

F. Differing Site Conditions

- 1) The Contractor shall immediately, upon discovery and before such conditions are further disturbed, notify the Architect/Engineer in writing of: 1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or 2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- 2) The Architect/Engineer will promptly investigate the conditions, and if such conditions materially differ from those warranted by the County, and if same cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, a Contract change may be made, and the Contract modified in writing in accordance with the Contract Documents.
- 3) No claim of the Contractor under this article will be allowed unless the Contractor has given the notice required in the Contract Documents.
- 4) No claim by the Contractor for a Contract change hereunder will be allowed if asserted after final payment under this Contract.
- 5) If the Owner is not given written notice prior to the conditions being disturbed, the Contractor will be deemed to have waived his right to assert a claim for additional time and compensation arising out of such changed conditions.

G. Force Account

- 1) If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the Extra Work will be performed on a Force Account basis as directed by the Architect/Engineer and paid for subject to the maximum markups specified in this Contract for changes in the work.
- 2) In the event Extra Work is performed on a Force Account basis, then the Contractor and the subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the Architect/Engineer daily for approval, subject to audit.
  - a. Comparison of Record: The Contractor, including its subcontractor(s) of any tier performing the work, and the Architect/Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the subcontractor performing the work, and the Architect/Engineer or their duly authorized representatives.
  - b. Statement: No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
    - i. Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.
    - ii. Designation, dates, daily hours, total hours, rental rate, and extension of each unit of special machinery and equipment.
    - iii. Quantities of materials, prices, and extensions.
    - iv. Transportation of materials.

The statements shall be accompanied and supported by a receipted invoice of all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

- c. Authorization of Special Equipment and Machinery: No compensation for special equipment or machinery shall be made without written authorization from the Architect/Engineer. The Architect/Engineer shall review and evaluate any special equipment or machinery proposed by the Contractor for use on a force account basis. As part of its evaluation, the Architect/Engineer shall determine whether any of the special equipment or machinery being proposed by the Contractor will be concurrently used on the Project, including approved changes, or on other force account work on the Project. If the Architect/Engineer determines that such a concurrent use of special equipment or machinery is being proposed by the Contractor, prior to the authorization of such special equipment or machinery, the Architect/Engineer and thereto Contractor shall establish a straight-line prorated billing mechanism based on the actual percentage of time that the equipment or

machinery is required to be used on the force account work(s). Special equipment or machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this section of the Contract.

- d. Inefficiency in the Prosecution of the Work: If in the Owner's or Architect/Engineer's opinion, the Contractor or any of its subcontractors, in performing Force Account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes Force Account Work unnecessarily more expensive to the Owner, the Owner or Architect/Engineer may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways, including but not limited to: 1) the timing of the Work, 2) the use of unnecessary labor or equipment, 3) the use of a higher percentage of journeymen than in non-force account Work, 4) the failure to procure materials at lowest price, or 5) using materials of quality higher than necessary.

#### H. Contractor Proposals - General

The Contractor may at any time submit to the Architect/Engineer for review proposed modifications to the Work, including but not limited to, changes in the Contract Time and/or Contract Amount, supported by a cost/price proposal. Upon acceptance of the proposed modifications by the Owner, a Work Order or Change Order will be issued. Denial of a proposed modification will neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities. A Contract change in the form of a Contract price reduction will be made if the change results in a reduction of the cost of performance and the Contractor will not be entitled to share in said savings unless the proposal is made in accordance with Paragraph I of this article. Except as provided in Paragraph I below, the Contractor will not be compensated for any direct, incidental or collateral benefits or savings the Owner receives as a result of the proposal.

#### I. Value Engineering Change Proposals

The Contractor may submit to the Architect/Engineer one or more cost reduction proposals for changing the Contract requirements. The proposals shall be based upon a sound study made by the Contractor indicating that the proposal:

- 1) Will result in a net reduction in the total Contract amount;
- 2) Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features;
- 3) Will not require an unacceptable extension of the Contract completion time; and
- 4) Will require a change in the Contract Documents and such change is not already under consideration by the Owner.
  - a. The Owner may accept in whole or in part any proposal submitted pursuant to the previous paragraph on Value Engineering Change Proposals by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for a Contract change in the Contract price and will revise any other affected provisions of the Contract

Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to one Value Engineering Change Proposal per Change Order. Net savings will be determined by deducting from the proposal's estimated gross savings 1) the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and 2) the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and Owner -furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purposes of this article, the applicable provisions of the Contract Documents shall be used to determine the equitable adjustment to the Contract price.

- b. The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to of this article. The decision of the Owner as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights or obligations of either party under the Contract.
- c. The Contractor shall have the right to withdraw part or all of any proposal he may make under Paragraph 2 of this article at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing to the Architect/Engineer. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60-day period, they will be liable for the cost incurred by the Owner in reviewing the proposal.
- d. The Contractor shall specifically identify any proposals under Paragraph 2 of this article with the heading "Value Engineering Change Proposal," or the proposal will be considered as made under Paragraph 1 of this article.

2) The Contractor, in connection with each proposal for a Contract Change Notice under this article, shall furnish the following information:

- a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;
- b. An analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);

- c. A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Contractor;
  - d. A prediction of any effects the proposed change would have on collateral costs to the Owner such as government-furnished property costs, costs of related items, and costs of maintenance and operation;
  - e. A statement of the time by which a Contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule; and
  - f. Identification of any previous submission of the Value Engineering Change Proposal to the Owner, including the dates submitted, the numbers of the contracts involved, and the previous actions by the Owner.
- 3) The Contractor waives any and all claims relating to any delay that may arise out of a Value Engineering Change Proposal.

END OF ARTICLE

## 11. CLAIMS AND DISPUTES

### A. Notice of Claims

- 1) The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Owner, the happening of any event or occurrence, or any other cause, unless he shall have given the Architect/Engineer a written notice of claim therefore as specified in this article.
- 2) The Contractor shall provide immediate verbal notification with written confirmation within 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 Architect/Engineer 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.
- 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 Owner'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 Owner. 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 Owner decides to pay all or part of a claim for which notice was not timely made, the Owner 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 Architect/Engineer 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 Owner. 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 Owner has not been prejudiced by the Contractor's failure to so comply and, in the event the Owner has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Owner will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

B. 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 Owner 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.
- 2) The Owner will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Architect/Engineer, 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 Owner; 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 Owner, submit, in triplicate, the following information (schedule information shall be provided in electronic format with all logic visible):
  - 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. 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: 1) 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).
- h. 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.
- i. 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 item and Construction Specification Institute (CSI) Division.
- j. The documentation for budgeted cost shall, as a minimum, include:
  - i. Copies of all the Contractor's bid documents, bid quotes, faxed quotes, emailed quotes etc.
  - ii. Copies of all executed subcontracts.
  - iii. Other related budget documents as requested by the Architect/Engineer.
- k. The documentation for actual cost shall, as a minimum, include:
  - i. Time Sheets.
  - ii. Materials invoices
  - iii. Equipment invoices
  - iv. Subcontractors' payments
  - v. Other related documents as required by the Architect/Engineer.

1. The Contractor shall make all his books, employees, work sites and records available to the Owner or its representatives for inspection and audit.
- 6) No payment shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work. Contractor shall not be entitled to any compensation for loss of efficiency, loss of productivity, disruption, loss of opportunity, or other similar indirect costs except via entitlement to Liquidated Indirect Damages as provided for herein. As indicated above, the Architect/Engineer 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 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 Owner shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.
- 7) Failure of the Contractor to make a specific reservation of rights in the form provided for above 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 further limited or waived 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.

C. 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 Owner 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 individual department in the Special Provisions and, if utilized, shall supersede this dispute provision.
  - a. In the event the Contractor and Owner are unable to resolve their differences concerning any determination made by the Architect/Engineer or Owner on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or Owner 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 Owner to file written submissions stating their respective positions and the basis, 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 all of which shall be a criterion 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 Architect/Engineer'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.

#### D. Terminations

##### 1) Termination for Convenience

- a. The Owner may at its option and discretion terminate the Contract, in whole or, from time to time in part, at any time without any default on the part of the Contractor by issuing a written Notice of Termination to the Contractor and its Surety, specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective, at least 10 days prior to the effective date of such termination.
- b. In the event of Termination for Convenience, the Owner shall pay the Contractor for all labor performed, all materials and equipment furnished by the Contractor and its subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Field Representative and approved by the Architect/Engineer. The Contractor will be paid for:
  - i. The value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,
  - ii. The value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,
  - iii. The value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the Owner to a site or location designated by the Department prior to release of payment for such materials and equipment.
  - iv. The values calculated under i., ii., and iii. above shall be as determined by the Field Representative and approved by the Architect/Engineer.

- c. In the event of termination under this article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such termination.
- d. In the event of termination under this article, the Owner does not waive or void any credits otherwise due the Owner at the time of termination, including Liquidated Damages, and back charges for defective or deficient work.
- e. Upon termination as indicated above, the Field Representative shall prepare a certificate for Final Payment to the Contractor.

2) Termination for Default of Contractor

- a. The Contract may be terminated in whole or, from time to time in part, by the Owner for failure of the Contractor to comply with any requirements of the Contract Documents including but not limited to:
  - i. Failure to perform the work or failure to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the Contract, and the approved Schedule, or
  - ii. Failure to provide the Schedule for the Project by the date due, or
  - iii. Failure to provide adequate shop drawings by the dates indicated in the approved Schedule for the Project, or
  - iv. Failure to replace the superintendent in the time allotted, if required, or
  - v. Performing the work unsuitably or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or
  - vi. Violating the terms of the Contract or performing work in bad faith, or
  - vii. Discontinuing the prosecution of the work, or
  - viii. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
  - ix. Abandonment of the Contract, or
  - x. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or
  - xi. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) days, or
  - xii. Making an assignment for the benefit of creditors, or
  - xiii. For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.
- b. Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the Architect/Engineer or the Field Representative of the conditions which make termination of the Contract imminent (Notice to Cure). The Contract may be terminated by the Owner ten (10) days after said notice has been given to the Contractor and its Surety unless a satisfactory effort acceptable to the Owner has been made by the Contractor or its Surety to correct the conditions. If the Contractor

fails to satisfactorily correct the conditions giving rise to the termination, the Owner may declare the Contract breached and send a written Notice of Termination to the Contractor and its Surety.

- c. The Owner reserves the right, in lieu of termination as set forth in this article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied. In the event of Termination for Default, the Owner also reserves the right, in cases where the damages calculated by the Owner are expected to exceed the amount the Owner anticipated recovering from the Surety, to withhold amounts for work already performed.
- d. In the event the Owner exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Owner shall have the option of finishing the work, through any means available to the Owner, or having the Surety complete the Contract in accordance with its terms and conditions. In case that the Owner decides to have the Surety take over the remaining performance of the Work, the time or delay between Notice of Default and start of work by the Surety is a non-excusable delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days after the Owner notifies the Surety of the Owner's decision to have the Surety complete the work, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.
- e. Payments for the various Bid Items listed in the Bid Form will constitute full compensation for all expenses incurred in consequence of discontinuance of all or any portion of the Work except as provided in this section of the Contract Documents. In no event will compensation be made for anticipatory profits or consequential damages as a result of a discontinuance of all or any portion of the Work.
- f. The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the Owner to the affected subcontractors and suppliers at any tier.
- g. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this article, it is determined for any reason that the Contractor was not in default under the provisions of this article, or that the Contractor was entitled to an extension of time under the Contract Documents, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the section of this article dealing with Termination for Convenience.

### 3) Termination for National Emergencies

- a. The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

- b. When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

4) Implementation of Termination

- a. If the Owner cancels or terminates the Contract or any portion thereof, the Contractor shall stop all work on the date and to the extent specified in the Notice of Termination and shall:
  - i. Cancel all orders and Subcontracts, to the extent that they relate to the performance of the work terminated and which may be terminated without costs;
  - ii. Cancel and settle other orders and Subcontracts, except as may be necessary for completion of such portion of the Work not terminated, where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Field Representative;
  - iii. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner, to the extent it may require, which approval or ratification shall be final for the purposes of this Article;
  - iv. Transfer title and deliver to the Owner, in the manner, at the time, and to the extent, if any, directed by it, in accordance with directions of the Field Representative, all fabricated or un-fabricated parts, all materials, supplies, work in progress, completed work, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid;
  - v. Assign to the Owner in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner will have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - vi. Deliver to the Field Representative As-Built Documents, complete as of the date of cancellation or termination, plans, Shop Drawings, sketches, permits, certificates, warranties, guarantees, specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work;
  - vii. Perform all work as may be necessary to preserve the work then in progress and to protect materials, plant, and equipment on the site or in transit

thereto. The Contractor shall also take such action as may be necessary, or as the Architect/Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest;

- viii. Complete performance of each part of the work not terminated by the Notice of Termination;
- ix. Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner, property of the types referred to above; provided, however, that the Contractor a) shall not be required to extend credit to any purchaser, and b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;
- x. Termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed;
- xi. In arriving at the amount due the Contractor under this article, there will be deducted, (1) any claim which the Owner may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the Owner.

5) Suspension of Work

- a. The Owner reserves the right to temporarily suspend execution of the whole or any part of the Work without compensation to the Contractor.
- b. In case the Contractor is actually and necessarily delayed by any act or omission on the part of the Owner, as determined by the Owner in writing, the time for completion of the Work shall be extended by the amount of the time of such delay as determined by the Owner, and an allowance may be made for actual direct costs, if any, which may have been borne by the Contractor. Such requests for additional time and/or compensation must be made in accordance with the applicable sections of the Contract Documents.
- c. Only the actual delay necessarily resulting from the causes specified in this Article, shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension will be granted for the delay.



- d. In case the Contractor is actually and necessarily delayed in the performance of the Work from one or more of the causes specified in this Article, the extension of time to be granted to the Contractor shall be only for such portion of the Work so delayed. The Contractor shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Work. If the Contractor shall be so delayed as to a portion of the Work they shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work. No demand by the Contractor that the Owner determine and certify any matter of extension of time for the completion of the Work or any part thereof will be of any effect whatsoever unless the demand be made in writing at least 30 days before the completion date of the Work or any part thereof for which Liquidated Damages are established when meeting those dates is claimed to have been delayed by a suspension under this Article. Owner's determination as to any matter of extension of time for completion of the Work or any part thereof shall be binding and conclusive upon the Contractor.
- e. Permitting the Contractor to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such periods shall not operate as a waiver on the part of the Owner of any rights under this contract.
- f. The Contractor shall insert in each subcontract a provision that the subcontractor shall comply immediately with a written order of the Owner to the Contractor to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.

END OF ARTICLE

## 12. MISCELLANEOUS PROVISIONS

### A. Third-Party Beneficiary

No contractual relationship will be recognized under the Contract other than the contractual relationship between the Owner and the Contractor. There shall be no third-party beneficiary to this Contract.

### B. Venue

Any litigation which may arise out of this Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.

### C. Governing Laws

- 1) The Contractor shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, and Miami-Dade County including, but not limited to, the Florida Building Code and Florida Fire Prevention Code.
- 2) The Contractor(s) shall comply with all applicable laws including, but not limited to, the Small Business Enterprise (SBE) programs (including, without limitation, SBE-Construction, SBE-Architectural and Engineering, and SBE-Goods, SBE-Services); Responsible Wages and Benefits program; Community Workforce Program; Residents First Training and Employment programs as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.2, 2-8.1.1.1.1, 2-11.16, 2-1701, and 2-11.17 of the Code; the Sustainable Buildings Program; Chapter 119 of the Florida Statutes regarding public records laws; the State of Florida and the County's Prompt Payment laws as set forth in Sections 2-8.1.4 and 10-33.02 of the County's ordinances; the County's Inspector General requirements as set forth herein; the County's Art in Public Places requirements as set forth herein; and provide the requisite bonding in accordance with Section 255.05 of the Florida Statutes, as well as the insurance requirements set forth in this Agreement  
Specifically, the Contractor and his subcontractors shall comply with Miami-Dade County Resolution Nos. R-1386-09 and R-138-10 governing the treatment of SBE-CON firms.
- 3) In addition, the Contractor agrees to abide by all federal, state, and local procedures, as may be amended from time to time, regarding how documents that the Contractor has access to, are handled, copied, and distributed, particularly documents that contain sensitive security information.

### D. Successors and Assigns

The Owner and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due the Contractor hereunder, without the previous written notice to the Owner. Consent will not be given to any proposed assignment, which would relieve the Contractor or his Surety of their responsibilities under the Contract.

E. Written Notice

- 1) Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to those who give the notice.
- 2) Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail to the individual identified in the Special Provisions.

F. Indemnification

- 1) In consideration of this Agreement, and to the maximum extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify, protect, defend, and hold harmless the Government, State, County, their elected officials, officers, employees, consultants, and agents from claims, liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.
- 2) The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- 3) In the event that any claims are brought, or actions are filed against the Owner with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Contractor further agrees to pay at the Contractor's expense the attorneys' fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. The Owner, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Owner.
- 4) To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.
- 5) This Section shall survive expiration or termination of this Agreement.

G. Audit Rights

1) Access to Records

- a. The Contractor shall, during the term of this Contract and for a period of five years thereafter, allow the Owner and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, job cost ledgers, Project correspondence and Project-related files and all relevant records pertinent to the Contract.

- b. The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The Owner shall be provided full access upon request to all documents, including those in possession of subcontractors or suppliers during the work and for a period of five years after the completion of the Work. In case of any litigation regarding this Project, such rights shall extend until final settlement of such litigation. Failure to allow the Owner access shall be deemed a waiver of Contractor's claims.
- c. The Contractor shall maintain a banking account within Miami-Dade County for all payments to laborers, subcontractors and vendors furnishing labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

2) Inspector General

- a. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all, on any County/Trust contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded by Special Condition. The Contractor shall, in stating its agreed prices, be mindful of this assessment which will not be separately identified, calculated, or adjusted in the proposal or Bid Form.
- b. The Miami-Dade Office of the Inspector General is authorized to investigate County affairs and empowered to review past, present, and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses, and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with the Contract Documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to Project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.
- c. Upon 10 days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process

including but not limited to Project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.

- d. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
  - i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
  - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- f. The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors, and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.
- g. Nothing in this section shall impair any independent right to the Owner to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Owner by the (Contractor/Vendor/Consultant) or third parties.

#### H. Severability

In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract Documents.

I. Payment and Performance Bond

- 1) A single instrument Payment and Performance Bond, satisfactory to the Owner, for twice the penal sum (no less than 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues), shall be required of the Contractor.
  - a. The bond 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 (Total Contract) Amount	Best's Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,000 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, Florida Statutes 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 Treasury under 31 U.S.C. 9304-9308.

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.

- 3) For Contracts in excess of \$500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- 4) Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- 5) The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.
- 6) The cost of the Bonds shall be included in the Bid.

- 7) The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.
- 8) The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.
- 9) In the event the Surety on the Payment and Performance Bond 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, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.
- 10) Cancellation of any bond, or non-payment by the Contractor of any premium for any Bond required by this Contract, shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts that are or may be due to the Contractor.

J. Insurance

The Contractor shall maintain the insurance set forth in the Special Provisions throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the Owner.

K. Conflict of Interest

- 1) The Contractor or his employees shall not enter into any Contract involving services or property with a person or business prohibited from transacting such business with Miami-Dade County pursuant to Section 2-11.1 of the Code of Miami-Dade County, Florida, known as the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.
- 2) In the event the Contractor, or any of its officers, partners, principals, or employees are convicted of a crime arising out of, or in connection with, the work to be done or payment to be made under this Contract, this Contract, in whole or any part thereof may, at the discretion of the Owner, be terminated without prejudice to any other rights and remedies of the Owner under the law.
- 3) In accordance with the Code of Miami-Dade County, no officer or employee of Miami-Dade County during his tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

L. Rights in Shop Drawings

- 1) Shop Drawings submitted to the Architect/Engineer by the Contractor, pursuant to the Work, may be duplicated by the Owner and the Owner may use and disclose, in any manner and for any purpose Shop Drawings delivered under this Contract.
- 2) This paragraph shall be included in all subcontracts hereunder at all tiers.

M. Patent and Copyright

- 1) If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the Field Representative, and the Architect/Engineer from any and all claims for

infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

- 2) The Contractor shall warrant that the materials, equipment, or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. The Contractor shall defend, or may settle, at his expense, any suit or proceeding against the Owner or the Architect/Engineer so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay all damages and costs awarded therein against the Owner or the Architect/Engineer due to such breach. The Contractor shall report to the Architect/Engineer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Owner when requested, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.
- 3) The Contractor shall bear all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. In such case materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, the Contractor, at his expense shall:
  - a. Secure for the Owner the right to continue using said materials, equipment, devices, or processes by suspension of the injunction or by procuring a license or licenses; or
  - b. Replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices, or processes; or
  - c. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices, or processes and refund the sum paid therefore without prejudice to any other rights of the Owner.
- 4) The preceding paragraph shall not apply to any materials, equipment or devices, specified by the Owner or the Architect/Engineer or manufactured to the design of the Owner or the Architect/Engineer or in accordance with the details contained in the Contract Documents; and as to any such materials, equipment or devices the Contractor assumes no liability whatsoever for patent or copyright infringement and the Owner will hold the Contractor harmless against any infringement claims arising therefrom.
- 5) Patent rights to patentable invention, item or ideas of every kind or nature arising out of the Work, as well as information, designs, specifications, know-how, data and findings shall be made available to the Government for public use, unless the Owner shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.
- 6) The sense of this article shall be included in all subcontracts. The foregoing states the entire liability of the Contractor for patent or copy infringement by use of said materials, equipment, or devices.



N. The Contractor shall be responsible for acknowledging the County's Recycling Programs when hauling materials that meets the requirement for a commercial business establishment. Please contact the Department of Solid Waste Management at [dswm@miamidade.gov](mailto:dswm@miamidade.gov) or visit [www.earth911.com](http://www.earth911.com) to search for recycling or disposal options and locations.

O. Historical, Scientific and Archaeological Discoveries

All articles of historical, scientific, or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved and reported immediately to the Architect/Engineer. Further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the Owner.

P. Use of Owner's Name in Contractor Advertising or Public Relations

The Owner reserves the right to review and approve Owner-related copy prior to publication. The Contractor shall not allow Owner-related copy to be published in Contractor's advertisement or public relations programs until submitting the Owner-related copy and receiving prior approval from the Owner. The Contractor shall agree that published information on the Owner or the Owner's program shall be factual and in no way imply that the Owner endorses the Contractor's firm, service or product. The Contractor shall insert the substance of this provision, including this sentence, in each subcontract and supply Contract or purchase order.

Q. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

R. User Access Program (UAP)

Pursuant to Miami-Dade County Code Section 2-8.10. User Access Program in County Purchases 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 two percent (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 two percent (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.

S. Residents First Training and Employment Program

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article. In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, which are available online at

[www.miamidade.gov/smallbusiness/business-development-legislation.asp](http://www.miamidade.gov/smallbusiness/business-development-legislation.asp), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1,000,000 for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1,000,000 for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land, shall comply, if applicable, with the following:

- 1) Bidders must:
  - a. Submit a completed Responsible Contractor Affidavit (Form RFTE 1), along with the Bid Submittal Package. RFTE 1 shall verify the following:
    - i Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course; and
    - ii Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program (CWP) shall be counted towards the 51 percent goal.
  - b. In the event that form RFTE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified.
- 2) Prior to the issuance of a Notice to Proceed, contractors must also submit the following:
  - a. A Construction Workforce Plan (Form RFTE 2) and supporting documentation;
  - b. A list of all subcontractors to be used on the project;
  - c. A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and;
  - d. A list of all employees currently employed by the contractor.
- 3) Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.
- 4) Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.
- 5) Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

T. Employ Miami-Dade Program

In order to promote Employ Miami-Dade Program, pursuant to Administrative Order 3-63, and except where federal or state laws or regulations mandate to the contrary, all County construction contracts shall include notification to the Contractor regarding the use of the Employ Miami-Dade Register, the minimum number of participants on the contract, and details regarding the County's evaluation of the Contractor's efforts to promote this legislation by using participants on the contract,

which will be used as part of the responsibility review for consideration on new County contract awards. The provision of this legislation shall apply to Country contracts valued in excess of \$1,000,000 for the construction, demolition, or alteration/repair of public buildings or public works projects, funded completely or partially by Miami-Dade County.

U. Public Records and Contracts for Services Performed on Behalf of Miami-Dade County

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. 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. **If the contractor has questions regarding the application of Chapter 119, F.S. to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via phone at (305) 375-5773, or via email at [isd-vss@miamidade.gov](mailto:isd-vss@miamidade.gov). Offices are located at 111 NW 1st Street, Suite 1300, Miami, FL 33128.**

END OF ARTICLE

### 13. APPLICABLE LEGISLATION

Contractors and subcontractors are required to abide by all applicable federal, state, and local laws and ordinances, as they may be amended from time to time. Applicable local laws and ordinances include, but are not limited to, the following:

#### A. Resolutions

<http://www.miamidade.gov/govaction/searchleg.asp>

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County
- R-894-05 - Independent Private Sector Inspector General (IPSIG) Services
- R-183-00 - Family Leave Requirements
- R-185-00 - Domestic Violence Leave
- R-1386-09 - Community Small Business Development Program; directing County Mayor to include additional subcontractor provisions in all future contracts, where applicable unless waived by the Board of County Commissioners
- R-138-10 - Resolution requiring that construction contracts include language mandating that the scope of work of SBEs be separately stated and accounted for in schedule of values.
- R-63-14 - Contractor Due Diligence

#### B. Administrative Orders

<http://www.miamidade.gov/ao/home.asp?Process=completelist>

- 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 3-37 - Community Workforce Program (CWP)
- 3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

#### C. Implementing Orders

<http://www.miamidade.gov/ao/home.asp?Process=completelist>

- 3-9 - Accounts Receivables Adjustments
- 3-21 - Bid Protest Procedure
- 3-22 - Small Business Enterprise (SBE) Program for the Purchase of Construction Services
- 3-41 - Small Business Enterprise (SBE) Program for the Purchase of Goods and Services
- 3-61 - Residents First Training and Employment Program

D. Code of Miami-Dade County:

- [https://library.municode.com/fl/miami\\_-\\_dade\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)Section 2-1 Rule 5.09 Statement of consideration of impact of sea level rise.
- Section 2-1076 - Office of the Inspector General
- Section 2-2113 First Source Hiring Referral Program
- Section 2-8.1 - Contracts and Purchases
- Sections 2-8.1.1 Bids from related parties and bid collusion for the purchase of goods and services, leases, permits, concessions, and management agreements.
- Section 2-8.1(d) Disclosure required of contractors and entities transacting business with Miami-Dade County.
- Section 2-8.1(f) Listing of subcontractors required
- Section 2-8.2.6.1 Buy American Iron and Steel Products
- Section 2-8.2.6.2 Cybersecurity and Information Technology
- Section 2-8.2.7 Economic Stimulus Ordinance
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting PracticesSection 2-8.8(4) Reporting of subcontracting policies procedures and payments
- Section 2-8.10. - User Access Program in County Purchases.
- Section 2-10.4.01 Small Business Enterprise – Architecture & Engineering Program
- Section 2-10.33.02 Small Business Enterprise – Construction Program
- Section 2-10.7 Sales Tax Exemption Program
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2-11.1 (i)-(r) Financial Disclosure
- Section 2-11.16.1 Construction Contract Fee for Affordable Housing
- Section 2-11.16. Responsible Wages and Benefit Program
- Section 2-11.17 Residents First Training and Employment Program
- Section 2-1076 Office of the Inspector General
- Section 2-1701 Community Workforce Program
- Section 9-71 through 9-75 Sustainable Building Program
- Section 10-34 - Listing of Subcontractors Required
- Section 11A-38 through 11A-52 Discrimination
- Section 21-255 through 21-266 False Claims Ordinance

END OF ARTICLE

**SPECIAL PROVISIONS ARE INCORPORATED UNDER, DIVISION 1, GENERAL  
REQUIREMENT ON THESE SOLICITATION DOCUMENTS.**

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

STANDARD GENERAL CONTRACT CONDITIONS

ATTACHMENT “ A “

Certificate of Acceptance for Substantial Completion

Certificate of Final Acceptance



**CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION**

**Contract No.:** \_\_\_\_\_ **Date :** \_\_\_\_\_  
**Description :** \_\_\_\_\_  
**Address :** \_\_\_\_\_ **Contractor :** \_\_\_\_\_  
**Consultant :** \_\_\_\_\_ **Surety :** \_\_\_\_\_

*The work performed under the subject Contract has been reviewed, and subject to the Contract requirements of **Article 29, Substantial Completion, Final Inspection and Acceptance**, all remaining work has been found to be Substantially Completed as of \_\_\_\_\_.*

*A **Punch List** of items to be completed or corrected, is appended hereto.*

*In the event that the Work, including the Punch List items, is not corrected by the Contract Completion date, the Contract stipulations regarding **Liquidated Damages** will be imposed until such time as the work is certified by the County's Resident Engineer or its Consultant and the Director, MDT to be complete in all respects and a **Certificate of Final Acceptance** is issued.*

**( COMPANY SEAL)**

Signed : \_\_\_\_\_

**Contractor**

Recommended : \_\_\_\_\_

**Resident Engineer/Project Manager**

Recommended : \_\_\_\_\_

**Chief, Construction**

**Certificate of Final Acceptance**

Contract No.:

Description:

Address:

Contractor:

Consultant:

Surety:

The **UNDERSIGNED** hereby certify that, to the best of our knowledge and belief, based on observations of the punch list work required under the terms of the Agreement, we have found that the Work items identified in the **PUNCH LIST**, dated \_\_\_\_\_ (**"PUNCH LIST"**) were completed as of \_\_\_\_\_. We therefore recommend that the **FINAL ACCEPTANCE DATE** be established as: \_\_\_\_\_

Notwithstanding the above, this Certificate shall not be construed as a finding regarding whether work performed on this Contract was done in accordance with all applicable Contract requirements, and the County expressly reserves all of its rights and claims under the Contract, or otherwise, to seek recovery or indemnity for any defects in materials, equipment, or workmanship, or for non-conformance with any Contract requirements.

Recommended: \_\_\_\_\_

**Resident Engineer/Project Manager**

Recommended: \_\_\_\_\_

**Chief, Construction**

:

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

STANDARD GENERAL CONTRACT CONDITIONS

ATTACHMENT “ B “

Contractor Release

Agreement on Final Quantities and Amounts

Final Affidavit

Labor Standards Provisions Final Certificate

Memorandum of Understanding

Certificate of Sub-Contractor Status

Final Release of Lien

**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

**CONTRACTOR RELEASE**

**Contract No.:**

**KNOW ALL MEN BY THESE PRESENTS :** Pursuant to the terms of the Contract and in consideration of the sum of \_\_\_\_\_ paid by the *Miami-Dade County* under the Contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge MDC, its officers , agents and employees, of and from all liabilities, obligations, and claims whatsoever, in law and in equity, under or arising out of said Contract.

**IN WITNESS WHEREOF,** this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

( *COMPANY SEAL* )

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Signature*

WITNESS :  
\_\_\_\_\_  
\_\_\_\_\_

*Print Name :* \_\_\_\_\_

*Print Title :* \_\_\_\_\_

**NOTE :** In the case of a corporation, witnesses are not required , but the *CERTIFICATE* below must be completed.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the *Secretary* of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_ who signed said release on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said release was duly signed for and on behalf of said corporation under the authority of its governing body, and within the scope of its corporate powers.

( *CORPORATE SEAL* )

\_\_\_\_\_  
*Signature*

**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

**AGREEMENT**

**ON**

**FINAL QUANTITIES AND AMOUNTS**

**Contract No.:**

The Contractor and Resident Engineer agree that the **QUANTITIES** as shown on the **FINAL PAY REQUEST No.** are **EQUITABLY** paid for by application of the agreed **LUMP SUM PRICES**.

It is finally agreed that the right in the Contract clause to request negotiation of a different amount is **WAIVED** by the Contractor and the Authorized Representative of the Contracting Officer.

*( Company Seal )*

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Resident Engineer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

**FINAL AFFIDAVIT**

***Contract No.:***

The undersigned Contractor, \_\_\_\_\_, certifies and warrants to ***Miami-Dade Department of Transportation and Public Works*** that \_\_\_\_\_ has paid in full and completely discharged any and all claims, demands, obligations and liabilities of in connection with or arising out of ***Contract No.*** \_\_\_\_\_, including without limitation, all claims for labor performed and materials, supplies, equipment and other items furnished or used in connection with performance of said Contract.

***( COMPANY SEAL )***

***Contractor :*** \_\_\_\_\_

***Signature :*** \_\_\_\_\_

***Print Name :*** \_\_\_\_\_

***Print Title :*** \_\_\_\_\_

***Date :*** \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

**LABOR STANDARDS PROVISIONS**

**FINAL CERTIFICATE**

**Contract No.:**

The undersigned Contractor, \_\_\_\_\_, hereby certifies that all laborers, mechanics, apprentices and trainees employed by him or by any Subcontractor performing work under the Contract on the project have been paid **wages at rates no less than those required by the Contract provisions**, and that the work performed by each laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

EXCEPTION (S) :

**Contractor :** \_\_\_\_\_

**( COMPANY SEAL )**

**Signature :** \_\_\_\_\_

**Print Name :** \_\_\_\_\_

**Print Title :** \_\_\_\_\_

**Date :** \_\_\_\_\_

**MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC  
WORKS**

**MEMORANDUM OF UNDERSTANDING**

**Contract No.:**

WHEREAS, \_\_\_\_\_, ( hereafter referred to as the " Contractor " ) and the *Miami-Dade Department of Transportation and Public Works*, the parties hereto, have mutually agreed to the **total Contract amount** in the sum of \_\_\_\_\_ and a final payment of \_\_\_\_\_ for a **COMPLETE CLOSE-OUT** of *Contract No.*

It is understood and expressly agreed that :

- (1) This Memorandum of Understanding is subject to the recommendations of the Assistant Director and the Director of Miami-Dade Department of Transportation and Public Works.
- (2) In consideration of the payment by MDT of a **total Contract amount** of \_\_\_\_\_, ( inclusive of all finalized Change Orders ), the Contractor hereby withdraws with prejudice all Claims, Disputes, and Appeals of the Contractor or any of its Subcontractors or Suppliers under the subject Contract. MDT likewise, withdraws with prejudice, all Claims and/or Backcharges it has against the Contractor.
- (3) The retention withheld in *Pay Request No.* \_\_\_\_\_ is \_\_\_\_\_ and will be paid in full. Therefore, the Contractor acknowledges the final payment of \_\_\_\_\_ in *Pay Request No.* \_\_\_\_\_ as the outstanding balance due to date on the Contract.
- (4) MDT reserves the right to complete an audit upon the request of the Assistant Director, Engineering Services when warranted.
- (5) All terms and conditions of the Contract otherwise remain unchanged including the Contractor's liabilities for warranties, latent defects and the like.
- (6) The execution of this Memorandum and payment in accordance with these terms, and the finalized Contract Change Orders, shall constitute a full accord and satisfaction of all Claims and all rights of the parties against each other, except for claims of the Owner for latent defects discussed after the date of this Memorandum or for warranty items.



Memorandum of Understanding

Page 2

( COMPANY SEAL )

*Contractor :* \_\_\_\_\_

*Signature :* \_\_\_\_\_

*Print Name :* \_\_\_\_\_

*Print Title :* \_\_\_\_\_

*Date :* \_\_\_\_\_

**RECOMMENDED**

By : \_\_\_\_\_

Resident Engineer/Project Manager

By : \_\_\_\_\_

Chief, Construction Division

**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

**CERTIFICATE OF SUB-CONTRACTOR STATUS**

This is to certify that the following is a complete list of sub-contractors who worked on

**Contract No.:**

Name	Description of work	Original Contract Amount	Paid to date	Amount Owed

( COMPANY SEAL )

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name & Title*

\_\_\_\_\_  
*Date*

ALL SUBCONTRACTORS WORKING ON THIS PROJECT MUST COMPLETE THIS FORM.

FINAL RELEASE OF LIEN

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \_\_\_\_\_ and \_\_\_\_\_ /100 dollars (\$ \_\_\_\_\_) paid by the \_\_\_\_\_ receipt of which is hereby acknowledged, hereby releases and quit claims to the said \_\_\_\_\_ it successors and assigns, and \_\_\_\_\_ the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building or premises legally \_\_\_\_\_ described \_\_\_\_\_ as \_\_\_\_\_ on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS THEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_ (SEAL)

By \_\_\_\_\_

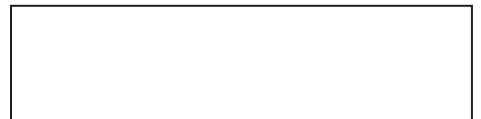
State of \_\_\_\_\_ )  
 ) ss

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_ [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

Notary Signature: \_\_\_\_\_

Notary Seal:



Type or Print Name: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

STANDARD GENERAL CONTRACT CONDITIONS

ATTACHMENT "C"

Sub-Contractor's/Supplier's Release of Claim

Consent of Surety Company to Requisition Payment

MIAMI-DADE COUNTY  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

NOTE: The General Contractor shall attach this statement, completed by each Subcontractor whose work appears on the prior requisition for payment or has work in place since the last requisition for payment.

Project No.: \_\_\_\_\_ Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Subcontractor:  
\_\_\_\_\_

Requisition No.: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments appeared: \_\_\_\_\_ who, after being first duly sworn, upon oath, deposes and says that pursuant to the provisions of his contract for said project, all money due him under prior requisitions for payment have been paid to him by \_\_\_\_\_, the General Contractor.

(COMPANY SEAL)

\_\_\_\_\_  
Legal Name of Subcontractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

State of \_\_\_\_\_)

) ss

County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_.

[ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

Notary Signature: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

CONTRACT No.: IRP338-DTPW23-CT

Notary Seal:

**CONSENT OF SURETY COMPANY TO RE**



PROJECT No. \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

TO: \_\_\_\_\_ Re: PAY REQUEST No. \_\_\_\_\_ DATE: \_\_\_\_\_

IN THE AMOUNT OF: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ RPQ No. \_\_\_\_\_

THE UNDERSIGNED SURETY COMPANY \_\_\_\_\_,  
(INSERT NAME OF SURETY COMPANY)

\_\_\_\_\_, ON BOND OF  
(ADDRESS)

THE CONTRACTOR LISTED ABOVE, HEREBY APPROVES THIS PAYMENT TO THE CONTRACTOR AND AGREES THAT THE PAYMENT TO THE CONTRACTOR SHALL NOT RELIEVE THE SURETY COMPANY OF ANY OF ITS OBLIGATIONS TO MIAMI-DADE COUNTY, INCLUDING THE SECURITY FROM ANY AND ALL LIENS, CLAIMS OR DEMANDS WHATSOEVER THAT MAY NOW EXIST OR BE MADE IN THE FUTURE BY ANY SUB-CONTRACTOR OR MATERIAL SUPPLIERS AGAINST THIS PROJECT AND CONTRACT.

THIS CONSENT OF SURETY RECOGNIZES THAT CLAIMS HAVE BEEN MADE BY THE FOLLOWING SUB-CONTRACTORS AND MATERIAL SUPPLIERS AGAINST THE CONTRACT IN THE AMOUNTS LISTED BELOW:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SURETY RECOGNIZES THAT RELEASES OF LIEN OR RELEASES AND ASSIGNMENT OF CLAIM HAVE NOT BEEN REQUESTED OR RECEIVED FROM ALL THE SUB-CONTRACTORS AND MATERIAL SUPPLIERS FOR THIS FACILITY.

IN WITNESS THEREOF,

THE SURETY COMPANY HAS HEREUNTO SET ITS HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BID DOCUMENTS

METRORAIL 3rd RAIL ISOLATION DISCONNECT SWITCH REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

STANDARD GENERAL CONTRACT CONDITIONS

ATTACHMENT “D”

“Contractor Agent to Accept Service”



**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

**CONTRACTOR AGENT TO ACCEPT SERVICE**

CONTRACT No: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

NOTICE TO PROCEED (NTP) DATE: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR TELEPHONE No.: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_

AGENT'S TITLE: \_\_\_\_\_

AGENT'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AGENT'S TELEPHONE No. \_\_\_\_\_

***Contractor Corporate Representative***

Submitted By: \_\_\_\_\_

SIGNATURE



BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCH REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

STANDARD GENERAL CONTRACT CONDITIONS

ATTACHMENT "E"

Force Account Daily Report:  
Labor, Material & Equipment

**FORCE ACCOUNT DAILY REPORT:**

DATE: \_\_\_\_\_



CONTRACTOR: \_\_\_\_\_

CONTRACT No. \_\_\_\_\_ REPORT No. \_\_\_\_\_

CONTRACT CHANGE NOTICE / MDT LETTER: \_\_\_\_\_ PAGE No. \_\_\_\_\_ of \_\_\_\_\_

**IMPORTANT-THIS FORM MUST BE SIGNED AND SUBMITTED NOT LATER THAN THE DAY FOLLOWING DATE WORK WAS PERFORMED.**

**The following work was performed this date requiring the use of the Labor Force, Materials, Equipment, Special Forces and Services listed hereon:**

Description of work performed:

NAME	LABOR				EQUIPMENT					
	CRAFT	HRRAT	HOURS	TOTALS	MAKE	MODEL	DESCRIPTION	HOURS	RATE	EXT.

CERTIFIED CORRECT BY: \_\_\_\_\_ DATE \_\_\_\_\_

MATERIAL INVOICE ON UNIT PRICES TO BE PROVIDED.

QUAN.	UNIT	DESCRIPTION	MATERIAL	RECAP
				LABOR
				MATERIALS
				EQUIPMENT

CERTIFIED CORRECT BY: \_\_\_\_\_ DATE \_\_\_\_\_

**FOR ENGINEER'S USE** APPROVED AS TO SUBSTANCE

BY: \_\_\_\_\_ RESIDENT \_\_\_\_\_ DAT \_\_\_\_\_

TOTAL THIS SHEET \_\_\_\_\_

EXTENSION OF LABOR, MATERIAL & EQUIPMENT VERIFIED BY: \_\_\_\_\_

INSPECTOR \_\_\_\_\_ DAT \_\_\_\_\_

CONTRACT No.: IRP338-DTPW23-CT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCH REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

CONTRACT CONDITIONS

## CONTRACT CONDITIONS

- 1.01 A. **STANDARD CONSTRUCTION GENERAL CONTRACT CONDITIONS:** The Standard Construction General Contract Conditions provisions contained herein shall apply, without modification, unless modified herein.
- B. **AFFIRMATIVE ACTION REQUIREMENTS:** The provisions of the section entitled Affirmative Action Requirements are an essential part of this Contract.

1.02 **INSURANCE TO BE CARRIED BY CONTRACTOR:**

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.

Contractor shall furnish to **Miami-Dade County, Risk Management Division 111 NW 1<sup>st</sup> Street Suite 2340 Miami FL 33128-1987**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers Compensation Insurance for all employees of the Contractor as required by Florida Statutes 440.
- B. Commercial General Liability 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.

or

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: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

#### 1.03 CONTRACT SECURITY:

The Contractor agrees to execute and deliver simultaneously with the executed contract, a Surety Performance Bond and a Surety Payment Bond prepared on the applicable bond forms attached hereto.

The Surety Performance Bond shall be in the amount of 100% of the Contract amount. Alternatively, when the contract exceeds \$250 million, the Contractor agrees to be bonded 100% up to \$250 million and provide letters of credit from a bank institution having a branch office in the State of Florida, United States bonds and notes, or cash collateral for the balance exceeding the \$250 million on the applicable Letter of Credit form attached hereto.

The Surety Payment Bond shall be in the amounts as follows:

- (1) 50% of the Contract amount if the Contract amount is not more than \$1 million;
- (2) 40% of the Contract amount if the Contract amount is more than \$1 million but not more than \$5 million; or
- (3) 2.5 million if the Contract amount is more than \$5 million.

The Bonds may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

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

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

On bond amounts of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1991) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. The Surety Company is licensed to do business in the state of Florida;
2. The Surety Company holds a certificate of authority authorizing it to write surety bonds in the state;
3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
5. The Surety Company holds a currently valid certificate of authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

B. 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.

C. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida agent.

The Contractor may, in lieu of a surety performance bond and a surety payment bond, submit two (2) cash bonds, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Plans, Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to the obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Acceptance.

PAYMENT - The cost of Surety Performance Bond and Surety Payment Bond will be paid to the Contractor as part of Division I, General Requirements in accordance with the General Conditions.

1.04 MDC FURNISHED DOCUMENTS:

A. MDC will provide the following documents for this Contract at no expense to the Contractor at Notice-To-Proceed:

<u>Document</u>	<u>Quantity</u>
Conformed Contract Documents (Half-Sized Drawings and Specifications)	5 copies

B. Additional copies of the documents may be purchased at the address and for the price indicated in the Invitation to Bid.

1.05 SAFETY EQUIREMENTS:

1.05 Construction Safety Manual: The provisions of the Construction Safety Manual (Dated May 2012, Revision #6) shall apply without modification.

1.06 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:

TIME IS OF THE ESSENCE. The work to be performed under this Contract shall commence on the effective date of the Notice-to-Proceed and be completed and released to MDC upon completion of all punch list items within the time specified below. The Contractor shall

schedule shop drawing preparation and approval, and subsequent fabrication and delivery to the site, of all necessary equipment and materials to comply with the following milestone dates:

### MILESTONES

- A. COMPLETION OF ALL WORK: The Contractor shall complete all work included in the Contract Documents, including punch list, no later than 730 calendar days after NTP. The Engineer may, at his sole discretion, assign minor punch list items, to be completed under ARTICLE 7.M, Warranty of Work, of the Standard Construction General Contract Conditions. The Engineer will determine the definition of minor punch list items.

#### 1.07 ESTIMATED TIME CONTINGENCY

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the Contractor for a time extension, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the COUNTY A/E, 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 (10 %) of the original Contract Duration rounded off to the next whole number.

#### 1.08 LIQUIDATED DAMAGES:

TIME IS OF THE ESSENCE and completing the work within the specified time is of the utmost importance to MDC. The following liquidated damages rate(s) have been determined based on the best information available at the time of bidding and represent a good faith effort by MDC to quantify the damages that MDC will incur if the individual milestones in the contract are not timely achieved. Contract has been granted by the County in accordance with the Standard Construction General Contract Conditions. Therefore, in accordance with the Standard Construction General Contract Conditions, ARTICLE 8F, LIQUIDATED DAMAGES, for failure to complete the work within the number of days stipulated in ARTICLE 1.06 of this document, the Contractor and his sureties will be assessed Liquidated Damages as follows:

The sum of \$2,143.22 per day for each day of delay, not as a penalty, but as liquidated damages for each day or fraction thereof of delay until completion of the Milestone defined in ARTICLE 1.06, subparagraph A.

#### 1.08.A ALLOWANCE ACCOUNT:

Allowance Account for Unforeseen Changes  
(Bid Item No. 01010.01)

A. An Allowance Account has been established for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for special work deemed desirable by the County to be incorporated into the Contract.



Performance of work, if any, under this Allowance Account will be initiated by written order issued by the Engineer. If and when, the amount in this Bid Item is exhausted, the required change and/or all subsequent changes will be via Change Order to the Contract.

Specifically, this Allowance Account may be used for any of the following purposes:

1. Unforeseeable Conditions. This includes all labor, materials, equipment and services for minor modifications or minor extra work required to complete the contract because of unforeseeable conditions.
2. Minor Changes. Minor changes required to resolve the following conditions: oversight in design, unforeseen conditions, revised regulations, operational changes, schedule requirements, program interface, emergencies and delays.

The written direction to proceed with the required work under this Allowance Account will be issued by the County upon receipt from the Contractor of a satisfactory proposal or the performance of the work and acceptance thereof by the Engineer. If an agreement on the compensation for the work cannot be reached, the work shall be performed in accordance with the Standard Construction General Contract Conditions, ARTICLE 10G FORCE ACCOUNT.

No Authorization to Proceed on a change shall be issued against this Allowance Account if the aggregate of the change exceeds the authorized amount of this Allowance Account.

It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

#### 1.08.B DEDICATED ALLOWANCE ACCOUNT:

A Dedicated Allowance Account has been established for the exclusive use of the Department of Transportation and Public Works as a reserve account for the purpose of potential structural damage repairs. The Dedicated Allowance account shall be in the amount of \$331,684.60. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

No Authorization to Proceed on a change shall be issued against this Allowance Account if the aggregate of the change exceeds the authorized amount of this Allowance Account.

#### 1.09 SITE INVESTIGATION:

The Contractor, by virtue of signing the Contract, acknowledges that he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions included, but not restricted to: those bearing upon transportation and traffic maintenance, disposal, handling and storage of materials; access road to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to, and during the performance of the work. Failure on the part of the Contractor to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he is awarded the Contract.

1.10 PERMITS:

The Contractor shall be responsible for obtaining all necessary permits. The cost of all permits will be included in the contract prices for all relevant Bid Items. The Contractor shall present the permits to the County with original receipts showing the date and the amount that was paid. Any delays resulting from the permits and permit inspections shall be the responsibility of the Contractor, in accordance with the Standard Construction General Contract Conditions, ARTICLE 7E PERMITS AND COMPLIANCE WITH LAWS.

1.11 INSPECTIONS AND CERTIFICATES OF OCCUPANCY:

The Contractor shall comply with all the requirements of the Florida Building Code and of the building officials having jurisdiction related to permits, inspections and certificates of occupancy.

1.12 CONSTRUCTION EASEMENT (NOT APPLICABLE)

1.13 CONSTRUCTION STAGING AREA (NOT APPLICABLE)

1.14 ACCESS TO SITE, STORAGE AND DUMP AREAS:

A. Routes for use by the Contractor for access to the sites will be discussed during the pre-construction meeting and the Contractor shall adhere strictly to the limitations imposed.

B. The Contractor's storage activities shall not restrict access to any area of the facility.

1.15 MEETINGS:

The Contractor shall attend biweekly Construction Coordination meetings at the site. The meetings shall be attended by the Contractor's representative and the Engineer at a time and location to be determined by the Engineer.

1.16 COORDINATION AND COOPERATION:

The Contractor shall coordinate all phases or stages of his work, including work performed by his subcontractors, with the Engineer, and any adjacent Contractors so that the work can be completed in an efficient and expeditious manner.

1.17 SUBCONTRACTOR'S CERTIFICATE OF COMPETENCY:

All subcontractors proposed by the Contractor must hold valid Certificates of Competency in their work specialties before the work is commenced, as required by Section 10 of the Code of Miami-Dade County, Florida.

1.18 RESTRICTION ON CONTRACTOR ACTIVITIES:

This section describes certain restrictions on Contractor operations. Additional restrictions are listed in these Contract Conditions and Contract Documents and it is the

Contractor's responsibility to schedule his work to allow sufficient time to deal with all restrictions and conditions. The County may authorize certain work to proceed during these times on a case by case basis after written request by the Contractor. However, for bidding purposes the Contractor shall assume that these restrictions are binding.

For further instructions on Restriction on Contractor Activities, please refer to Section 01 14 00 entitled Site and Work Restrictions.

1.19 SPECIAL REQUIREMENTS FOR CONSTRUCTION ADJACENT TO AND OVER METRORAIL GUIDEWAY (REFER TO MDT SAFETY MANUAL)

1.20 MAINTENANCE OF EXISTING FACILITIES (NOT APPLICABLE)

1.21 PROTECTION OF EXISTING PAVEMENT AND STRUCTURES:

The Contractor shall take all necessary precautions when using equipment and vehicles to protect all surfaces from damage. Rubber tires or treads are to be used wherever possible. Any damage to pavements and structures caused by the Contractor's or Subcontractor's equipment or manpower shall be repaired by the Contractor in a manner acceptable to the Engineer at no additional cost to the County.

1.22 RESTORATION OF PROPERTY:

Property, public or private, if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the Engineer, prior to the final acceptance of the work.

1.23 RIGHT OF TERMINATION:

In addition to the provisions in accordance with the Standard Construction General Contract Conditions, ARTICLE 11D, TERMINATION. MDC shall have the right to terminate the Contract without penalty at any time for any of the following causes:

1. Failure of the Contractor to maintain a clean and safe work area, or to comply with the safety requirements.
2. Failure of the Contractor to exercise due care to preserve existing utilities and/or adjacent properties.
3. Failure of the Contractor to observe limitations and directives exercised by the Engineer.

1.24 CLAIMS, DISPUTES OR REQUESTS FOR EQUITABLE ADJUSTMENT:

If the Contractor is not able to resolve a dispute arising out of the work, he may file a claim under the applicable portions of the Contract and with proper notice. Claims filed in accordance with the Contract will be reviewed by MDC and a decision will be rendered with respect to entitlement and damages. Claims not filed in accordance with the Contract will be

returned to the Contractor without detailed review and will be considered null and void as if a claim had not been submitted. Particular attention is drawn to the expressed limitations from consideration of total cost, modified total cost, and any other claims presentation format that does not segregate impacts and costs and clearly establishes a cause and effect relationship between the claimed event and impact (cost or time) unless the conditions of the Standard Construction General Contract Conditions, ARTICLE 11 are met.

For any claim that is not settled through the administrative process of the MDT staff, the Contractor shall request, in writing, a review of the claim in accordance with the Standard Construction General Contract Conditions, ARTICLE 11, CLAIMS AND DISPUTES. However, such a dispute review shall in no way revise any requirements of the Contract. All owner-caused inefficiencies, disruptions, loss of productivity or similar claim that may be caused by change work, shall be compensated as part of the change order mark-up as specified in accordance with the Standard Construction General Contract Conditions, ARTICLE 10 CHANGES and will not be separately claimed by the Contractor.

#### 1.25 PRODUCT CONTROL APPROVAL:

The Contractor shall be responsible for obtaining all necessary Product Control Approvals. Any delays resulting from obtaining Product Control Approvals shall be the responsibility of the Contractor.

#### 1.26 MIAMI-DADE COUNTY FALSE CLAIMS ORDINANCE:

The Contractor shall comply with the Ordinance Prohibiting Fraudulent Claims Against Miami-Dade County (Ordinance No. 99-152).

#### 1.27 MIAMI-DADE COUNTY DEBARMENT ORDINANCE:

This Contract is subject to Miami-Dade County's Debarment Ordinance (Ordinance No. 00-18).

#### 1.28 SUSTAINABLE BUILDING PROGRAM (If applicable)

The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

- New Construction: All new construction projects shall be required to attain "Silver" or higher-level rating under the LEED-NC Rating System.
- Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher-level rating under the LEED-NC Rating System.
- Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher-level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.

- Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.
- Substitution of Standard: The requirement for applying the appropriate LEED standard under any of the above-referenced categories may be exempted or modified due to special circumstances of the project. Such exemption or modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. For example, infrastructure projects shall pursue the Institute for Sustainable Infrastructure Envision certification rating system, Level Silver, in accordance with Miami-Dade County Legislative Resolution No. R-617-17 (Legistar File Number 171122). This substitution process shall be administered by and through the County's Sustainability Manager.

#### 1.28 BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)

The Contractor shall report via the Business Management Workforce System (BMWS) all sub-contractor' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Contractor shall report all payments made to each sub-contractor participating on the project and verification of payments received must be confirmed by the subcontractors via BMWS. For additional information regarding online BMWS registration, managing County contracts, please contact Small Business Development, at (305) 375-3111 or via email at [SBDmail@miamidade.gov](mailto:SBDmail@miamidade.gov).

Pursuant to Section 2-8.1 and 10.34 of the Miami-Dade County Code, for contracts valued at \$100,000 or more when subcontractor(s) and/or supplier(s) are utilized, the Prime contractor/vendor/consultant shall report to Miami-Dade County the race, gender, and ethnic origin of all such first tier subcontractor(s) and supplier(s). The paper-based Subcontractor/Supplier Listing that was previously submitted at time of bid submission is no longer being used. The Prime contractor/vendor/consultant shall be required to identify its first tier subcontractor(s)/supplier(s) and provide demographic information for both their firm and each subcontractor/supplier on the contract as soon as reasonably available and in any event prior to final payment under the contract via Miami-Dade County's online Business Management Workforce System (BMWS).

#### 1.29 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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. 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.

**IF THE CONTRACTOR HAS 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) 375-5773; [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV); 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

### 1.30 ASSIGNABILITY/ASSIGNMENT:

#### **ASSIGNABILITY:**

Department of Transportation and Public Works (DTPW) may assign its rights and obligations under the Contract to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

#### **ASSIGNMENT:**

The contractor shall not assign, transfer, or otherwise dispose of this Contract, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to DTPW. Department of Transportation and Public Work's consent for an assignment will not be unreasonably withheld.

### 1.31 EQUIPMENT:

The contractor will provide equipment of sufficient size and capacity to meet project needs.

**Materials:** As specified in the Scope of Work and Project Schedule of Values.

### 1.32 MEASUREMENT AND PAYMENT:

The Schedule of Values includes all costs required for the complete construction of the specified unit of work including cost of material, delivery; installation, testing, and labor including social security, insurance, and other required fringe benefits, workmen's compensation insurance, bond premiums, cost of the Inspector General random audits, rental of equipment and machinery, taxes, incidental expenses and supervision.

The Contractor shall be compensated based on percentage of work completed if a lump sum contract or by unit price quantities as agreed upon by the DTPW Representative. The Schedule of Values will be used for payment and negotiation of additions/deletions to scope. DTPW reserves

the right to modify/adjust any of the unit item quantities at the same unit rate as specified on the Schedule of Values with no additional adjustment (compensation) for the reduction of work scope.

#### 1.33 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting will be scheduled prior to the NTP date. The DTPW Representative may require the Contractor to submit at the time of the Pre-Construction meeting a Project Schedule, Detailed Schedule of Values, Maintenance of Traffic (MOT) Plan, Shop Drawing Submittal Log, Emergency Contact List, and List of Subcontractors.

#### 1.34 USER ACCESS PROGRAM:

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, 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.

#### 1.35 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM:

In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61 (copies attached or online at <http://www.miamidade.gov/smallbusiness/business-development-legislation.asp>), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1,000,000 for the construction, demolition, alteration and/or repair of public buildings or public works, or (ii) contracts or leases valued in excess of \$1,000,000 for privately funded construction, demolition, alteration or repair of buildings or improvements on County-owned land, shall comply with the following:

##### 1. Bidders must:

Submit a completed Responsible Contractor Affidavit (Form RTFE 1) along with the Bid Submittal Package. The Responsible Contractor Affidavit shall verify that (i) prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10 hour safety training course, and (ii) the contractor will make its best reasonable efforts to have fifty-one percent (51%) of all construction labor hours performed by Miami-Dade County residents.

The Contracting Officer shall provide to any contractor who fails to submit a Responsible Contractor Affidavit with its bid or proposal, a written notice that said contractor has forty-eight

(48) hours from the time of notification to submit a Responsible Contractor Affidavit or its bid or proposal will be deemed nonresponsive and disqualified.

2. Prior to the issuance of a Notice to Proceed, contractors must also submit: (i) a Construction Workforce Plan (Form RFTE 2) and supporting documentation; (ii) a list of all subcontractors to be used on the project; (iii) a Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and (iv) a list of all employees currently employed by the contractor.

3. All certified payrolls submitted to the Contracting Officer shall include an OSHA Safety Training Affidavit (Form RFTE 3).

4. Within thirty (30) business days of completion of a project, the contractor must submit a Workforce Performance Report (Form RFTE 4).

5. Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

#### 1.36 EMPLOY MIAMI-DADE PROGRAM:

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars (\$1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land:

A. The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

##### 1. Referral Procedures:

Career Source South Florida shall compile and maintain the Employ Miami-Dade Register.

The Contractor will notify Career Source South Florida of the vacancy by completing a Job Opening Form on the Employ Miami-Dade website <https://iapps.careersourcesfl.com/employmd/>. The job order must contain a detailed description of the job responsibilities and qualifications.

Career Source South Florida will then provide a list of qualified candidates available to the Contractor with copy to the Compliance Officer.

Contractor will review the resumes and qualifications of the candidates, conduct interviews with those candidates who satisfy the minimum competency requirements, and make a good faith effort to fill at least 20% of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.

Positions filled from the Employ Miami-Dade Register must be full-time, for at least 120 days, in order to be considered towards attainment of the 20% labor workforce threshold herein.



If the 20% labor workforce per Contractor's Construction Workforce Plan from Employ Miami-Dade is not met on the contract, the Contractor must provide the Compliance Officer with a detailed explanation of its efforts.

Career Source South Florida may have funds to pay a portion of the salaries for Employ Miami-Dade participants. It shall be the responsibility of the Contractor to contact Career Source South Florida directly to determine eligibility for, and make arrangements as applicable with, Career Source South Florida to pay a portion of the salaries for a specified period and/or during on the job training for the Employ Miami-Dade participants employed on the contract.

#### 1.37 MONTHLY UTILIZATION REPORTS:

Paper-based Monthly Utilization Reports (MURs) are no longer being accepted for construction, architecture, and engineering projects with measures. Pursuant to Implementing Order 3-39, primes and subconsultants are required to report payments monthly via Miami-Dade County's online Business Management Workforce System (BMWS). "Compliance Audits" will be created in Miami-Dade County's online Business Management Workforce System (BMWS) after Miami-Dade County pays the Prime contractor/vendor/consultant (approximately one month after). Miami-Dade County Departments will check the compliance audit status for each payment application to ensure that no audits are open for more than two (2) months. For construction contracts without measures, which only require reporting of cumulative subcontractor payments, a "Compliance Audit" shall only be verified prior to the final payment.

#### 1.38 BID PROTEST

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Implementing Order No. 3-21 – Bid Protest and Resolution R-1080-19 which updated the Bid Protest filing fees for contracts set-aside for bidding solely by certified Small Business Enterprises, and other relevant sections.

#### 1.39 SECTION 20.055 (5)

The contractor/consultant/vendor agrees to comply with s.20.055 (5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055 (5), Florida Statutes.

##### **Section 20.055 (5):**

(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

#### 1.40 LCP TRACKER

Refer to the memo dated April 25, 2019 from the Director of Small Business Development Division for Implementation of LCP Tracker.

1.41 RESOLUTION NO. 1181-18 / DIRECTIVE NO. 182536

The Contractor is directed to the attached report regarding consideration of Contractor Safety Information as a Part of the Contractor Responsibility Review for Contract Award – Directive No. 182536 and the requirements of Resolution No. 1181-18, applicable to this Project.

1.42 LOCAL PREFERENCE:

The attention of the Contractor is hereby directed to the requirements of the Code of Miami-Dade County, Chapter 2, Article I, Section 2-8.5; **LOCAL PREFERENCE ORDINANCE.**

The award of this solicitation is subject to Section 2-8.5 of the County Code, which except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Code section, “local business” means the bidder has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

**“Pursuant to the general terms and conditions of the solicitation document, local preference is applicable to this solicitation. However, please be advised that the reciprocity agreement with Broward County expired September 30, 2017. Accordingly, local preference will only be afforded to a firm that meets the requirements for Miami-Dade County in any solicitation with a due date after September 30, 2017.”**

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a “principal place of business” in Miami-Dade County. “Principal place of business” means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.

- A. If the Low bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
- B. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally-Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

Ties in best and final bid shall be resolved in the following order of priority: Locally-Headquartered Business, Local Business, other business.

1.43 WARTIME VETERAN’S BUSINESS PREFERENCE PROGRAM:

The attention of the Contractor is hereby directed to the requirements of the Wartime Veteran's Business Preference Program: Per Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Wartime Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent of the price bid. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price. However, if a Local Certified Service-Wartime Veteran Business Enterprise is the lowest bidder as a result of a Best and Final Bid (also known as a BAFO), then the price submitted as part of the Best and Final Bid shall be the contract price.

At the time of bid or proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

#### 1.44 COMMUNITY WORKFORCE PROGRAM:

A ten percent (10%) Community Workforce Program (CWP) goal has been established for this project. The Contractor is required to comply with the requirements of Miami-Dade County (MDC) Code 2-1701 as amended by Ordinance 13-66 (attached), and Implementing Order No. 3-37; **COMMUNITY WORKFORCE PROGRAM**. Additional information is available at the County's website at <http://www.miamidade.gov/business/contract-requirements.asp#0>.

Contractor must submit a Workforce Plan to the Miami-Dade County Regulatory and Economic Resources Department, Small Business Development Division (formerly Department of Small Business Development or SBD) through the Department within fifteen (15) days of notification of award of the contract. The County will not enter into the contract until it receives the Contractor's Workforce Plan and deems the Plan acceptable. The Workforce Plan forms may be obtained on the County's website at <http://www.miamidade.gov/business/contract-requirements.asp#0>.

#### 1.45 OWNER DIRECT PURCHASE PROCEDURES

##### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

A) The Contractor has included Florida State Sales Tax and other applicable taxes in his/her bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Contractor's bid and/or contract, substantially in accordance with this Section.

##### PART 2 - PRODUCTS

##### 2.01 GENERAL

A) Any equipment, materials or supplies directly purchased by the Owner that are included in the Contractor's contract shall be referred to as Owner Direct Purchased Materials and the responsibilities of both Owner and the Contractor, as the case may be, relating to such Owner Direct Purchased Materials shall be governed by the terms and conditions of these procedures.

B) Material suppliers shall be selected by the Contractor awarded the contract. The Contractor has included the price for all construction materials plus applicable taxes in his/her bid.

### PART 3 - EXECUTION

#### 3.01 PROCEDURES

A) Contractor shall provide Owner's Representative a list of all intended suppliers, vendors, and materialmen for consideration as Owner Direct Purchased materials. This list shall be submitted at the same time as the preliminary Schedule of Values and the Project Schedule. The Contractor shall submit a description of the materials to be supplied, estimated quantities and prices.

B) Upon request from Owner, and in a timely manner, Contractor shall submit the attached Purchase Order Requisition Form to the Owner's Representative, to specifically identify the materials which Owner has, at its sole option, elected to purchase directly. On the Purchase Order Requisition Form, the Contractor will provide the Owner the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price.

C) Such Purchase Order Requisition Forms are to be submitted to Owner's designated representative no less than two (2) weeks prior to the need for ordering such Owner Direct Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to

avoid any delay to the Project.

D) After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Promptly upon receipt of each Purchase Order, Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, The Owner shall issue the Purchase Order to the supplier or vendor. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Direct Purchased Materials on the delivery dated provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Order shall also provide that the supplier shall invoice the Owner directly for the items purchased and not the Contractor. Owner shall immediately provide Contractor with copies of such invoices it receives. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.

E) All shop drawings and submittals shall be made by the Contractor in accordance with the Project Specifications.

F) Contractor shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. At the time of, and subsequent to, the delivery of such materials, the Owner shall be liable for all and loss or damage to equipment and materials purchased pursuant to the Purchase Order. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Contractor. Notwithstanding the foregoing, the Owner shall be responsible for payment off the invoices issued by the supplier or vendor pursuant to the procedures in Paragraph G below.

G) As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice issued to the Owner for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the Owner (and provided to Contractor) conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that

the Materials were received in order for the Owner to agree to approve the invoice for payment of the invoice issued. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

H) The Contractor shall ensure that Owner Direct Purchase materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or nonconformity's in the Owner Direct Purchased Material upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally the Contractor shall notify the Owner of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates Owner Direct Purchased materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

I) The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials and products as required

by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.

J) The transfer of possession of Owner Direct Purchased Materials from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Direct Purchased materials. Owner Direct Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Direct Purchased Materials.

The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Direct Purchased Materials not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials by the Contractor as provided in Paragraph F above.

K) On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of Owner Direct Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the supplier, based upon Contractor's records of materials delivered to the site and any defects in such materials.

L) In order to arrange for the prompt payment to the supplier, the Contractor shall provide to the Owner, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier based upon the receipt of data provided. This payment will be released, delivered and remitted directly to the supplier by the Owner. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

M) Salvage materials shall be the property of the Owner and stored or removed from the site by the Contractor at the Owner's discretion.

From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials.

#### 1.46 AFFIRMATIVE ACTION

The CONTRACTOR'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Department of Small Business Development, and any approved update thereof, are hereby incorporated as contractual obligations of the CONTRACTOR to Miami-Dade County hereunder. The CONTRACTOR shall undertake and perform the affirmative actions specified herein. The Director may declare the CONTRACTOR in default of this Agreement for failure of the CONTRACTOR to comply with the requirements of this paragraph.

## 1.47 APPLICABLE LEGISLATION

The selected Contractor will be required to abide by all applicable federal, state and local laws and ordinances, as amended. Among the applicable local laws and ordinances are:

### Florida Statute(s)

- [Section 119.07](#)- Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- [Section 119.0701](#) - Contracts; Public Records
- [Section 287.133](#) - Public Entity Crimes
- [Section 287.135](#) - Prohibition against contracting with scrutinized companies
- [Section 295.187](#) - Florida Veteran Business Enterprise Opportunity Act

### Ordinance(s)

- 77-13 - Financial Disclosures Requirements
- 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender
- [97-35](#) - Policy of Fair Subcontracting Practices
- [97-67](#) - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding and Financial Services
- [99-152](#) - False Claim Ordinance
- [03-107](#) - Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- [07-65](#) - Sustainable Buildings Program
- [08-113](#) - Ordinance Amending Sections 2-8.1.1 and 10-33.1 of the Miami-Dade County Code relating to bids from related parties to include a prohibition on collusive bidding
- [11-90](#) - Ordinance Relating to the Collection of Data for a Disparity Study
- [14-79](#) - Sea-Level Rise Ordinance

### Resolution(s)

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- [R-531-00](#) - Prohibition of contracting with individuals and entities while in arrears with the County
- [R-183-00](#) - Family Leave Requirements
- [R-185-00](#) - Domestic Violence Leave
- [R-273-05](#) - Public Involvement Planning
- [R-63-14](#) - Contractor Due Diligence
- [R-1106-15](#) - Aspirational Policy of Miami-Dade County
- [R-1011-15](#): Requiring Vendors to Provide Addresses of Local Offices Administrative Order(s)

### Administrative Order(s)

- [03-27](#) - Cone of Silence
- [3-39](#) - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- [10-10](#) - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA) Implementing Order(s)
- [3-19](#) – Prompt Payment

### Implementing Order(s)

- [3-21](#) - Bid Protest Procedure
- [10-13](#) - Public Involvement Plan
- [7-7](#) – Policies and Procedures Establishing a Public Service Honor Code for Elected and Appointed County Officials and County Employees

### Miami-Dade County Code(s)

- [Section 2-8.1](#) - Contracts and Purchases
- [Section 2-8.1.5](#) – Nondiscrimination
- [Section 2-8.4](#) - Protest Procedures
- [Section 2-8.5](#) – Procedure to provide preference to local business in county contracts
- [Section 2-8.5.1](#) - Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts
- [Section 2-8.8](#) - Fair Subcontracting Practices
- [Section 2.11.1](#) - Conflict of Interest and Code of Ethics
- [Section 10-34](#) - Listing of Subcontractors Required

Copies of the aforementioned Ordinances and Resolutions may be obtained at the Clerk of the Board's Office.



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

LCP TRACKER

# Memorandum



**Date:** April 25, 2019

**To:** Department Directors

**From:** Gary T. Hartfield, Director  
Small Business Development (SBD) Division

**Subject:** Implementation of LCPtracker

A handwritten signature in blue ink, appearing to read "G. Hartfield", written over a light blue grid background.

On April 10, 2018, the Board of County Commissioners adopted Ordinance No. 18-33, which amended several Miami-Dade County Code sections to mandate use of the County's web-based system, the Business Management Workforce System (BMWS), to comply with Small Business Enterprise (SBE), Wage, and Workforce program requirements. The implementation of BMWS will soon be complete with the "go live" of **LCPtracker** on May 1, 2019.

LCPtracker is a new web-based system for firms to submit certified payroll and workforce program documentation, replacing our current paper-based reporting requirements at no cost to the firms. As part of the implementation of LCPtracker, Small Business Development (SBD), a division of the Internal Services Department, reviewed all active Miami-Dade County contracts in BMWS subject to Responsible Wages and Benefits, Living Wages and federally-funded contracts at Miami Dade County International Airport with Davis Bacon Wages. Based on the contract status, over three hundred existing contracts have been selected to go into LCPtracker. Attached is the latest report listing the projects by department. In addition to these identified projects, all County contracts subject to the above-mentioned wage requirements and awarded on or after April 1, 2019 will be synced to LCPtracker for the electronic submission of certified payrolls and workforce documentation.

Beginning with the May 2019 reporting period, all prime contractors/vendors and their subcontractors at every tier level participating on a contract that was added to LCPtracker must submit certified payrolls via the system by the 10<sup>th</sup> day of the month for work performed in the previous month. Therefore, all certified payrolls for work performed in the month of May 2019 must be submitted electronically by **June 10, 2019**. At which point, the department should no longer collect or accept paper certified payrolls for these projects.

SBD will provide department staff with access to LCPtracker to view certified payrolls by project, firm, and reporting period. Prior to approving a firm's pay application/invoice, departments must log into LCPtracker to verify certified payrolls have been submitted for all firms on the project, regardless of tier, for the period of the pay application.

Attached are the steps to generate the LCPtracker report titled "Certified Payroll Report (CPR) Status Report" for a project and period of a pay application/invoice under review. This report will list all received, rejected, pending and delinquent certified payrolls for a project for the period requested. For any delinquent certified payrolls listed on the report, the departments should:

- 1) Provide written notice to the prime contractor/vendor (and SBD, if the prime contractor/vendor is a certified SBE or any of the subcontractors are certified) that the review and approval of its pay application/invoice is on hold until all firms that worked during the period of the pay application/invoice have submitted their certified payrolls via LCPtracker.

- 2) Provide the prime contractor/vendor with a copy of the CPR Status Report, or provide the report to the firm(s) listed under the delinquent section of the report, the week ending date for the missing payroll(s), and a deadline to submit the missing certified payroll(s) via LCPtracker.

LCPtracker user accounts for department staff on existing applicable contracts will be automatically created. For any additional staff requiring access, the department's SBD Liaison should provide their name and email address to Alecia Anderson, SBD Section Manager, at [Alecia.Anderson@miamidade.gov](mailto:Alecia.Anderson@miamidade.gov) or Shawn Gannon, Special Projects Administrator, at [Shawn.Gannon@miamidade.gov](mailto:Shawn.Gannon@miamidade.gov).

As always, SBD will continue to work closely with departments to ensure compliance with the legislated changes and offer monthly hands-on training opportunities for department staff and firms. Should you have any questions, please do not hesitate to contact Alice Hidalgo-Gato, SBD Section Chief, at (305) 375-3153.

#### Attachments

- c. Office of the Mayor Senior Staff  
Tara C. Smith, ISD Director  
SBD Liaisons  
Procurement Liaisons

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

RESOLUTION NO. 1181-18 / DIRECTIVE NO. 182536

# Memorandum



**Date:** February 26, 2019

Agenda Item No. 2(B)2  
March 19, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

**Subject:** Report Regarding Consideration of Contractor Safety Information as a Part of the  
Contractor Responsibility Review for Contract Award – Directive No. 182536

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This report is in response to Resolution No. R-1181-18, approved at the November 8, 2018 meeting of the Board of County Commissioners (Board), directing the County Mayor or the County Mayor's designee to provide a status report describing the processes, procedures and actions taken to consider safety records of prospective contractors and first-tier subcontractors for public construction projects.

The County reviews contractor responsibility prior to award for all construction contracts. Pursuant to Resolution No. R-187-12, and in accordance with procurement guidelines, staff currently performs due diligence reviews as a part of the process to determine a contractor's responsibility. This review includes checking the contractor's corporate status, lists for convicted, debarred and suspended vendors, excluded parties, and internal County reports for small business compliance, evaluations and delinquent contractors.

County staff will require contractors and proposed first-tier subcontractors to submit the following items for the previous three years from the United States Department of Labor Occupational and Safety Health Administration (OSHA):

1. The OSHA Form 300 containing a list of the company's work-related injury and illness data; and
2. OSHA inspection data.

A copy of this memorandum and Resolution No. R-1181-18 will be forwarded to each of the department directors who manage capital programs across the County. Confirmation that safety due diligence was performed and any instance when a safety record affects the contractor responsibility will be included in any memorandum to the Board recommending an award or ratification of award of a construction project.

Pursuant to Ordinance No. 14-65, this memorandum will be placed on the next available Board Meeting agenda. Should you require additional information, please contact Tara C. Smith, Director, Internal Services Department, at 305-375-1135.

- c: Abigail Price-Williams, County Attorney  
Geri Bonzon-Keenan, First Assistant County Attorney  
Office of the Mayor Senior Staff  
Tara C. Smith, Director, Internal Services Department  
Department Directors  
Linda L. Cave, Acting Director, Clerk of the Board  
Eugene Love, Agenda Coordinator  
Yinka Majekodunmi, Commission Auditor

## MEMORANDUM

Agenda Item No. 11(A)(1)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** November 8, 2018

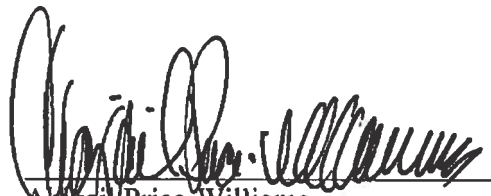
**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution directing the County Mayor to: (1) consider safety records of prospective contractors and first-tier subcontractors for public construction projects; (2) confirm the safety records of recommended contractors and first-tier subcontractors were considered and report any instance where the safety record may adversely affect a finding of contractor responsibility in award memorandum to the Board; and (3) provide a report to the Board within 60 days

Resolution No. R-1181-18

**This item was amended at the 10-17-18 Government Operations Committee to add language in Section 1 specifying that the OSHA related safety information required to be considered in the resolution shall be initially provided by the prospective contractors and first-tier subcontractors bidding on County construction projects.**

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.

  
Abigail Price-Williams  
County Attorney

APW/lmp

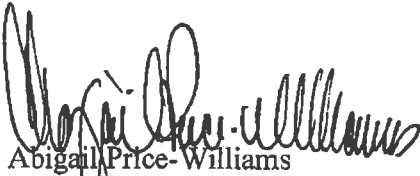


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** November 8, 2018

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

*2*

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(1)  
11-8-18

RESOLUTION NO. R-1181-18

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) CONSIDER SAFETY RECORDS OF PROSPECTIVE CONTRACTORS AND FIRST-TIER SUBCONTRACTORS FOR PUBLIC CONSTRUCTION PROJECTS; (2) CONFIRM THE SAFETY RECORDS OF RECOMMENDED CONTRACTORS AND FIRST-TIER SUBCONTRACTORS WERE CONSIDERED AND REPORT ANY INSTANCE WHERE THE SAFETY RECORD MAY ADVERSELY AFFECT A FINDING OF CONTRACTOR RESPONSIBILITY IN AWARD MEMORANDUM TO THE BOARD; AND (3) PROVIDE A REPORT TO THE BOARD WITHIN 60 DAYS

**WHEREAS**, we live in a large, heavily-populated and diverse metropolitan area with constantly expanding public infrastructure needs and demands; and

**WHEREAS**, Miami-Dade County's infrastructure, including its public buildings, roads and bridges, mass transit facilities, airports and seaport, fuel supply facilities, medical and nursing care facilities, recreational facilities, sporting facilities and water and wastewater facilities, constantly require significant new construction and on-going improvements and upgrades; and

**WHEREAS**, consequently, to meet these infrastructure demands, Miami-Dade County (the "County") enters into significant construction contracts for public buildings, structures and other public works; and

**WHEREAS**, a substantial number of the County's public construction projects are large complex projects requiring a large of number of workers to complete the project; and

**WHEREAS**, many of these County projects occur in densely populated areas where members of the public may be directly exposed to the dangers of a construction site; and



**WHEREAS**, the tragic loss of life caused by the collapse of the Florida International University pedestrian bridge reminds this community that the safety of members of the public and workers relating to public construction projects is of paramount importance; and

**WHEREAS**, this Board wants to ensure that a contractor's safety record be fully considered in the selection and contracting of construction companies for public infrastructure projects,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Directs the County Mayor or County Mayor's designee to consider the safety records of prospective contractors and their first-tier subcontractors as part of the due diligence investigation performed to determine contractor responsibility for the construction or improvement of a public building, structure or other public construction project that will be presented to this Board for contract award or ratification of an award. Such investigation shall include reviewing available relevant information from the United States Department of Labor Occupational Safety and Health Administration (OSHA) such as OSHA logs of work-related injuries and illnesses (Form 300) and OSHA inspection data >>which shall be initially provided by the prospective contractors and first-tier subcontractors<<<sup>1</sup>. The OSHA information shall be reviewed for at least the previous three (3) years to the extent that such information is available for that period. In addition, County staff may use other sources to investigate the safety records

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<sup>1</sup> Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

of prospective contractors and their first-tier subcontractors for public construction projects in determining contractor responsibility.

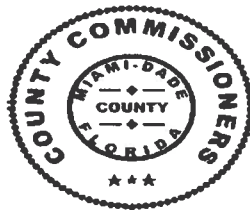
**Section 2.** Directs the County Mayor or County Mayor’s designee to include in his or her memorandum to this Board recommending an award or ratification of an award of a County public construction project confirmation that the safety record was considered by the County as part of the due diligence required pursuant to Resolution R-187-12, including reporting to this Board any instance where the safety record may adversely affect a finding of contractor responsibility.

**Section 3.** Directs the County Mayor or County Mayor’s designee to submit a report to this Board within 60 days of the effective date of this resolution describing the processes, procedures and actions taken to comply with Sections 1 and 2 of this resolution and place the completed report on an agenda of the Board pursuant to Ordinance No. 14-65.

The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Esteban L. Bovo, Jr., Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Daniella Levine Cava	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Eileen Higgins	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 8<sup>th</sup> day of November, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

**Linda L. Cave**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "EWG", is written over a horizontal line.

Eduardo W. Gonzalez

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BID DOCUMENTS

METRORAIL 3<sup>rd</sup> RAIL ISOLATION DISCONNECT SWITCHES REPLACEMENT

PROJECT NO. RIP338

CONTRACT NO. RIP338-DTPW23-CT

OWNER DIRECT PURCHASE FORM

