



MIAMI DADE PUBLIC LIBRARY SYSTEM

LEMON CITY LIBRARY BRANCH

RPQ No. LC-RENO-23-R1

CONTRACT No. MCC 7360 PLAN – CICC 7360-0/08

REQUEST FOR PROPOSAL

Project Manual

Volume I of II

Contract Bid Documents

BOARD OF COUNTY COMMISSIONERS

Miami Dade Public Library System

Ray Baker, Director



MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

PROJECT NO. **LC-RENO-23-R1**
RPQ NO. **LC-RENO-23-R1**

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RPQ: LC-RENO-23-R1

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MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

INVITATION TO BID

Library Department
101 West Flagler Street
Miami, 33130



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: LC-RENO-23-R1

This RPQ is issued under the terms and conditions of the MCC 7360 Plan .

Date Issued: 12/21/2023 Bid Date Due: 2/7/2024 Time Due: 02:00 PM

Bid shall be Submitted Via: Sealed Envelope to:

Name: Malka Rodriguez Email: malka.rodriguez@miamidade.gov
Address: 101 West Flagler Street Fax: 305-480-1706

RPQ Added: 11/29/2023 User Bidder Request: N/A Bond Adm./OMB Approval: N/A Bidders Added: N/A

Project Number: LC-RENO-23-R1 Estimated Value: \$770,000.00
(excluding contingencies and dedicated allowances)

Project Name: Lemon City branch library Interior Renovation Roof Replacement and New Impact Windows and Doors Emergency: N

Project Location: 430 NE 61 ST Miami FL ESP: N

Department Contact: Lisa D Andrea Phone No: (305) 375-5736 Fax No:
Project Manager: Malka Rodriguez Phone No: 786-988-6830 Fax No: 305-480-1706
Document Pickup: Contact: Malka Rodriguez Phone: 786-988-6830 Date: 12/21/2023
Document Pickup: Location: 430 NE 61 ST Miami FL

	Mandatory:	Date:	Time:	Location:
PreBid Meeting: <u>Y</u>	<u>Y</u>	<u>1/10/2024</u>	<u>10:00 AM</u>	<u>430 NE 61 ST, Miami FL</u>
Site Meeting: <u>Y</u>	<u>Y</u>	<u>1/10/2024</u>	<u>10:00 AM</u>	<u>430 NE 61 ST, Miami FL</u>

Type of Contract: Multiple Trade Method of Award: Lowest Responsible Bidder
Performance/Payment Bond Required: Y Bid Bond Required: Y Insurance Required: Y
Addition Insurance Required: N Addition Insurance Amount: \$0.00
Federally Funded: Y GOB Funded: Y Does the funding source allow UAP? No
CIIP Funded: N Funded or reimbursed by LAP Agreements with FDOT: N

Comm Dist: District 3 Davis Bacon: Y Maintenance Wages: N AIPP: N \$0.00
Prevailing Wage Rate Requirements: Building Construction SBD Certificate of Assurance Form Required N

Date Advertised: 12/21/2023 SBD Review Date: 12/12/2023

SBE-Con. Requirements: N 0.00% Trade Set-a-side: N

SBE-S Requirements: N 0.00% SBE-G Requirements: N 0.00%

DBE Requirements: N 0.00% DBE Subcontract Forms Required: N

CWP Requirements: N 0.00%

SBD Dates: Received: SOI Date: Compliance: N Memo Date:

Type:	License:	Count:	Work%:	Add Bidders
Primary	<u>General Building Contractor</u>	<u>999</u>		
Sub	<u>Roofing Contractor</u>	<u>1</u>	<u>20%</u>	<u>Y</u>
Sub	<u>Glass / Glazing</u>	<u>1</u>	<u>13%</u>	<u>Y</u>
Sub	<u>Electrical Contractor</u>	<u>1</u>	<u>5%</u>	<u>Y</u>

Anticipated Start Date: 3/31/2024

Calendar Days for Project Completion: 275

Liquidated Damages / \$\$ Per day: Y \$789.26

Method of Payment: Scheduled Monthly Payments

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

PRE-BID and Site visit are mandatory.

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 library facility and receive the benefits of the use as intended and shown in the Contract Documents. The Contractor shall perform, without additional compensation, such incidental work as necessary to complete the Work and fulfill the design intent, in accordance with the requirements set forth in the Contract.

The scope of this project includes all labor, material, equipment, supervision and administration required for the selective demolition, alterations and new construction work included in the Contract Documents, which include the drawings, specifications and this RPQ document. The existing building was constructed in 1962 and is approximately 7,366 square feet. The project requirements include but are not limited to the following:

- I. Work must be completed in a total of 275 days. The library will be closed to the public during construction. Coordination with Miami Dade Public Library System Project Manager will be required.
- II. All components of this work are located within the Lemon City Branch Library site.
- III. The scope of work is shown in the drawings and specifications prepared by the consultant: Laura M. Perez & Associates, Inc. Project number EDP-LB-AEMISC01.
- IV. The contractor will be responsible for processing the permit and paying all fees required to pull the master and sub permits.
- V. The building site and its contents must be fully protected throughout this project. The site must be maintained secure by the contractor throughout the project. Perimeter fencing shall be provided by contractor.
- VI. Bid price shall include the cost for temporary restroom trailer to be installed at the exterior of the building for the duration of the project.
- VII. The bidder shall examine the site carefully and satisfy their self as to all observable conditions. In addition, bidders shall be responsible for verifying dimensions and field conditions. Any and all missing information or ambiguities (if any) must be brought to the Project Manager's attention in writing (via RFI) during the pre-bid period.
- VIII. Bidder must submit Bid price using form 5A.
- IX. All work described in the contract documents shall include a minimum of One (1) year warranty, in addition to any and all manufacturer warranties as required by the contract documents.
- X. The Contractor shall perform all work in a workman like manner and keep the premises safe and clean at all times.
- XI. Work is to be performed in accordance to the aforementioned drawings and specifications and the contract/ MCC 7360 Plan - CICC 7360-0/08.
- XII. All work must comply with the Contract drawings and specifications; where any provision in the contract drawings and specifications is in conflict with applicable codes and ordinances, the more stringent provision shall apply.

The scope of work descriptions below, generally describe the work. Prospective bidders are to refer to the plans and specifications included with the bid documents for more details.

Site Improvement Scope of Work:

The existing parking lot is being improved to be ADA accessible and improving site drainage. Remove all existing asphalt to provide new asphalt pavement, drainage, parking spaces with new signage and stripping and accessible route.

Roof Replacement Scope of Work:

Approximately 7,366 square feet of roof will be replaced. Bid price must include the removal and proper off-site disposal of all work-related debris to an approved disposal location.

Impact Resistant Windows & Storefront Doors Scope of Work:

All existing windows, storefronts and exit doors will be removed and replaced with new impact resistant systems. All exterior windows and doors to be replaced.

Installation of new impact resistant doors, storefronts, and windows (Shop Drawings and NOA to be provided by CONTRACTOR for review and approval by the Project Manager and/or A&E). Windows and storefronts to be replaced are required to remain as similar to the existing as possible and require Project Manager's approval.

Reinforce existing structure as required by code and consistent with shop drawings and NOA prior to the installation of new doors and windows. Prepare sills and headers as required for installation of new doors and windows. Headers, Jambs and Sills or any other items damaged during removal must be repaired and made new. Given the nature of renovation projects, it's possible that these details will need to be addressed on a case-by-case basis; but the result must be that the finish appearance is consistent. Re-patch and repair any damaged interior finishes (walls and ceilings) during the process of construction as required. Provide new acoustical ceiling tiles where necessary to replace to existing conditions. Cleaning, caulking, and Painting of interior and exterior walls to match existing conditions. Interior areas or items such as shelves or ceilings which impede the proposed work shall be removed and be replaced to its existing site conditions.

Contractor will be required to maintain the facility sealed/secure at all times. Careful planning must take place to ensure that as windows/doors are removed, they are replaced and secured immediately; Boarding up will be required during the project phase.

- The work also includes, but is not limited to keeping the site clear of debris on a daily basis, patching, painting, retrofitting, saw-cutting, grouting of existing wall, disposal and/or anything deemed necessary to complete the project as required by all codes and regulations.
 - Contractor must verify all dimensions in the field prior to ordering and installing.
 - All work must be coordinated through the project manager.
 - Contractors must take into account existing field conditions, utilities, finishes and fixtures in place when preparing bid.
- Fixtures, finishes or utilities relocated must be left in its original condition upon completion of the project.
- Shop drawings will be required for approval prior to fabrication

Interior Renovation Scope of Work:

The scope of work also includes (but is not limited to) the following:

- Interior renovation of restrooms, staff area, staff kitchenette as specified in the construction documents.
- New water fountains with bottle filling station water fountain.

Note: Existing terrazzo flooring to be protected and preserved during construction.

Dedicated Allowance Account:

The A&E team is currently updating the permit drawing set to include the following scope. The library has set aside a dedicated allowance account of \$100,000.00 to fund the following additional work. Prospective bidders are to refer to the plans and specifications which are currently in production with the MDPLS A&E Team.

Scope:

- Install new EV charging station(s).
- Replace parking lot lights to LED fixtures.
- 3 new impact resistant exterior exit doors
- Remove old low voltage and unused electrical wire mold and devices at existing locations throughout the library.
- New electrical and low voltage conduits to all furniture
- Remove popcorn ceiling throughout the facility and prepare and paint all ceilings.
- Remove and replace all vinyl baseboard.
- Replace existing incandescent to LED light fixtures throughout.
- Replace large custom size HVAC return grill at the main lobby, left hand side at the front entrance.
- Paint all interior walls, ceilings and wood trim throughout the facility as well as the exterior. All walls will need to be patched correctly prior to painting.
- Replace main reading room and children's room acoustical ceiling tile and grid system. Disconnect and later reconnect all ceiling mounted devices such as, but not limited to, WI-FI access points, security cameras, fire alarm devices, alarm monitoring devices, etc.
- Replace existing AC supply AC grills.

Addenda, RFIs and Responses, and the list of document holder will be also available to view online at:

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

Contractors who downloaded the solicitation and contract documents will be responsible to download the Addendums and RFI's.

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

Also please keep in consideration that the deadline for submittal of RFI's is close of business, January 31, 2024.

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 Malka.Rodriguez@MiamiDade.gov with a copy to the Clerk

of the Board at 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 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.

CONTRACTOR CERTIFICATION AND EXPERIENCE REQUIREMENTS:

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

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.

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.

Design Drawings Included: Y **Shop Drawings**
Included: N **Specifications Included:** Y

Project Qualifier: Jesus Sanchez **Phone No:** (305) 480-1707 **EEmail:** sanchezi@mdpls.org

Comments:

All Construction Documents, Addenda, RFIs and Responses will be available to view and download online at the link below:

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

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.

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

REQUEST FOR PROCE QUOTATION (RPQ)

MINIMUM QUALIFICATIONS AND REQUIREMENTS

FORMS FOR BIDDING (MUST ACCOMPANY BID)

- RPQ Bid Form - Attachment 5A
- Bid Form
- Surety Bid Bond
- All Addendums (if applicable/Signed by Contractor)
- Bid Submittal Check List Questionnaire Appendix "D"
- Bidder's Statement of Qualifications And Business References
- Scrutinized Company Affidavit
- Firm's Responsibility Combined Affidavit
- Responsible Contractor Affidavit (Form RTFE 1)
- SBE Requirement - Certificate of Assurance (COA)
- Contractor's Due Diligence Affidavit

CONTRACT FORMS

- Collusion Affidavit
- US Department of Homeland Security's E-Verify Affidavit
- Certificate of Insurance

ADDITIONAL CONTRACT DOCUMENTS

- Special Provisions
- Standard Construction General Contract Conditions
- Performance and Payment Bond

APPLICABLE ORDINANCES AND/OR RESOLUTIONS TO THE SCOPE OF WORK

- Sustainable Buildings Program I.O. 8-8
- Procurement of Buy American Iron and Steel Products
- Cool roofs – Resolution 54-18

All bids must be received by the due date and time. The County will not consider bids received after the due date and time.

Bids are to be submitted sealed with all necessary affidavits and supporting documentation attached. Bids are to be delivered to the Clerk of the Board at 111 NW 1st Street, 17th Floor, Miami, Florida, 33128. **All envelopes**

RPQ: LC-RENO-23-R1

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

Prime Contractor is preferred to have:

The contractor is highly preferred to have at least five (5) years of current experience in successful completion in facilities of similar scope, size, and materials of this scope of work. A complete description of capability and history of the Contractor should be included. Proof of experience documentation must accompany the bid submittal. Any prior experience of the Prime Contractor's personnel will also be considered in meeting such minimum experience specifications.

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

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**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

RPQ BID FORM – ATTACHMENT 5A

Miami-Dade Public Library
System
101 W Flagler Street
Miami, Fl 33130



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC
7360-0/08 RPQ No: LC-RENO-23-R1

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND NEW IMPACT WINDOWS AND DOORS

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

\$ _____

Bidder's Company Name: _____

Company Address: _____

City: _____ **State:** _____ **Zip:** _____

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

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): _____

Number of Addendums received: _____ (if none' write "None")

Signature: _____ **Date:** _____

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.*

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

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**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

**ADDENDUM ACKNOWLEDGMENT FORM
(DATED AND SIGNED BY CONTRACTOR)**

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND NEW IMPACT WINDOWS AND DOORS

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

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 **LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND NEW IMPACT WINDOWS AND DOORS PROJECT- RPQ NO. LC-RENO-23-R1**, 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:		Signed:	
Addendum No		Dated:		Signed:	
Addendum No		Dated:		Signed:	
Addendum No		Dated:		Signed:	
Addendum No		Dated:		Signed:	
Addendum No		Dated:		Signed:	
Addendum No		Dated:		Signed:	
Addendum No		Dated:		Signed:	

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.

PART 2: _____ NO addendum was received in connection with this solicitation.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Firm Name: _____

RPQ: LC-RENO-23-R1

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

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**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

BID FORM

**PROJECT NAME: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND NEW IMPACT
WINDOWS AND DOORS PROJECT – LC-RENO-23-R1**

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO COMPLETE ALL WORK IN ACCORDANCE WITH THIS CONTRACT WITHIN THE CONTRACT DURATION SPECIFIED IN THE CONTRACT DOCUMENTS. **PRICING SHALL BE INCLUSIVE OF ALL REQUIREMENTS TO COMPLETE THE SCOPE OF WORK AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.**

Item No.	Division of Work:	Unit	Quantity	Total Price
1A	General Requirements	LS	1	\$
1B	Insurances	LS	1	\$
1C	Payment and Performance and Bid Bond	LS	1	\$
1D	Permit Fees	LS	1	\$
1E	Mobilization	LS	1	\$
1F	Demolition/Removal/Disposal	LS	1	\$
2	Site work	LS	1	\$
3	Concrete	LS	1	\$
4	Masonry	LS	1	\$
5	Metals	LS	1	\$
6	Wood and Plastics	LS	1	\$
7	Thermal and Moisture Protection	LS	1	\$
7A	Roof Replacement	LS	1	\$
8	Doors and Windows	LS	1	\$

**PROJECT NAME: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND NEW IMPACT
WINDOWS AND DOORS PROJECT – LC-RENO-23**

9	Finishes (walls, ceilings, and floors)/Painting/Coatings	LS	1	\$
10	Specialties/Equipment/Furnishings	LS	1	\$
15	Mechanical	LS	1	\$
16	Electrical	LS	1	\$
16A	EV Charging stations (all inclusive)	LS	1	\$
21	Overhead and Profit	LS	1	\$

BASE BID TOTAL \$ _____

A FIVE PERCENT (5%) CONTINGENCY ALLOWANCE AND A DEDICATED ALLOWANCE IN THE AMOUNT OF \$100,000.00 MUST BE ADDED TO THE BASE BID TOTAL AS STIPULATED IN THE SPECIAL PROVISIONS.

<i>DESCRIPTION</i>	<i>TOTAL</i>
DEDICATED ALLOWANCE FOR DIFFERENT ITEMS	\$100,000.00

(A **DEDICATED ALLOWANCE ACCOUNT** has been established for the exclusive use of the Miami-Dade Public Library System (MDPLS) for the purpose of Funding different items. It is understood that any unspent portion of the allowance account is to remain with the COUNTY)

(Instructions: The spaces provided in the Total Price Column(s) for the Bid Line Item(s) must be filled in and no spaces left blank. The sum of the Bid Line Items must represent your Base Bid Total. Failure to submit a complete and accurate Bid Form may result in your bid found non-responsive.)

<i>DESCRIPTION</i>	TOTAL
ALLOWANCE ACCOUNT FOR UNFORESEEN CHANGES, 5% OF BASE BID	

(A **CONTINGENCY ALLOWANCE ACCOUNT** has been established for the exclusive use of the Miami-Dade Public Library System (MDPLS) for the purpose of Funding portions of the work which are unforeseeable at the time of contract award. It is understood that any unspent portion of the allowance account is to remain with the COUNTY)

TOTAL BID TOTAL \$ _____

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

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

THE BIDDER FURTHER DECLARES THAT HE HAS EXAMINED THE SITE OF THE WORK AND INFORMED HIMSELF/HERSELF FULLY IN REGARDS TO ALL CONDITIONS PERTAINING TO THE PLACE WHERE THE WORK IS TO BE DONE; THAT HE HAS EXAMINED THE PLANS AND SPECIFICATIONS FOR THE WORK AND CONTRACTUAL DOCUMENTS RELATIVE THERETO, INCLUDING BUT NOT LIMITED TO, ADVERTISEMENT FOR BIDS, GENERAL CONTRACT CONDITIONS, SPECIAL PROVISIONS, PROPOSAL FORM, BID BOND FORM, CONTRACT FORM, AND SURETY PERFORMANCE AND PAYMENT BOND, AND HAS READ ALL OF THE PROVISIONS FURNISHED PRIOR TO THE OPENING OF BIDS; AND THAT HE/SHE HAS SATISFIED HIMSELF/HERSELF RELATIVE TO THE WORK TO BE PERFORMED.

THE COUNTY ANTICIPATES AWARDDING THE CONTRACT TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT PROVIDES THE COUNTY WITH THE LOWEST BID TO INCLUDE THE TOTAL AMOUNT BID FOR THE BASIC SCOPE OF WORK, THE ALLOWANCE ACCOUNT (IF APPLICABLE, AND THE TOAL AMOUNT BID FOR EACH OF THOSE ALTERNATES THAT MAY BE SELECTED BY THE COUNTY, IN ITS SOLE DISCRETION.

IN ORDER TO ASSIST THE COUNTY IN DETERMINING WHETER THE RESPONDENT IS QUALIFIED TO DO THE WORK SET FORTH IN THE PROPOSAL, HE/SHE SHALL FURNISH HEREUNDER THE FOLLOWING:

1. LIST OF 2-3 PROJECT REFERENCES THAT ARE QUALIFIED TO JUDGE AS TO HIS/HER:
 - A. FINANCIAL RESPONSIBILITY, PROFESSIONALISM AND HIS EXPERIENCE WITH WORK OF A SIMILAR SCOPE, QUALITY AND BUDGET.

- B. BIDDERS SHALL INCLUDE THE NAME OF THE PROJECT, THE NAME AND CONTACT INFORMATION FOR A REFERENCE PERSON, THE SCOPE OF SERVICES PROVIDED BY THE PRIME AND THE PRIME'S PERSONNEL WORKING ON EACH REFERENCE PROJECT.
- C. BIDDERS SHALL INCLUDE THE PLANNED PROJECT COST, START DATE AND END DATE AND THE ACTUAL PROJECT COST, START DATE AND END DATE FOR EACH PROJECT,
- D. PROVIDE AN EXPLANATION FOR VARIATIONS BETWEEN THE PLANNED AND ACTUALS.
- E. THE RESPONDENT SHALL FURNISH HEREUNDER A LIST OF THE FACILITIES OR EQUIPMENT THAT IS AVAILABLE FOR USE IN CASE HIS SUBMITTAL IS ACCEPTED.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture, or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL CERTIFIED WARTIME VETERAN BUSINESS ENTERPRISE CERTIFICATION:

A Local Certified Service-Wartime Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service wartime veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming that the Bidder is a Local Certified Service-Wartime Veteran Business Enterprise.

A copy of the certification must be submitted with this proposal.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public. **By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.** In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: _____ **Date:** _____
Print/Type Name: _____ **Print/Type Title:** _____

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this solicitation. If awarded a purchases order or contract as a result of this solicitation, the Bidder further agrees that all work shall be performed as specified in the Contract Documents, and that prices quoted shall remain fixed and firm for the term of the contract.

Print/Type

Bidder's Name: _____ **F.E.I.N. No.:** _____

Address: _____ **City:** _____ **State:** _____

Bidder's Authorized Representative's Signature: _____ **Date:** _____

Name: _____ **Print/Type Title:** _____

E-mail: _____ **Phone:** _____

License Number: _____

1. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER.
2. FAILURE TO COMPLETE AND SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE.
3. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

BIDDER'S AUTHORIZED SIGNATURE: _____

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

PROJECT NO. **LC-RENO-23-R1**
RPQ NO. **LC-RENO-23-R1**

BID BOND

BID BOND

RPQ: LC-RENO-23-R1

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 **RPQ NO. LC-RENO-23** entitled, **LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND NEW IMPACT WINDOWS AND DOORS PROJECT.**

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 _____
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)

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF

REPLACEMENT AND NEW IMPACT WINDOWS AND DOORS

PROJECT PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

MIAMI-DADE PUBLIC LIBRARY SYSTEM
CAPITAL PROGRAMS DIVISION

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.

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, ADDRESS, AND E-MAIL 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?

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

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 & Address of Engineer or Architect

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

NAME	ADDRESS	BUSINESS	TELEPHONE

MIAMI-DADE PUBLIC LIBRARY SYSTEM LIST OF BUSINESS REFERENCES

This list of references is an integral part of the Contractor's Bid and must be completed. All references, information and certifications shall be current and traceable.

NAME OF BIDDER _____

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.

				CONTRACT INFORMATION OF OWNER / CLIENT AND ENGINEER OR ARCHITECT	
COMPLETION DATE	CONTRACT PRICE	TYPE OF CONSTRUCTION	LOCATION OF WORK	EMAIL ADDRESS / PHONE NUMBER	PHYSICAL ADDRESS / PHONE NUMBER

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, MIAMI-DADE PUBLIC LIBRARY SYSTEM Agency, rely thereon in awarding the Contract.

BIDDER'S NAME: _____

DATE OF SIGNING: _____

SIGNATURE: _____ By: _____

TITLE: _____

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND

DOORS PROJECT - PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

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)

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT - PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

FIRM'S RESPONSIBILITY COMBINED AFFIDAVIT

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

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT, AND NEW IMPACT WINDOWS AND

DOORS PROJECT - PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

RESPONSIBLE CONTRACTOR AFIDAVIT (FORM RTFE 1)

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT, AND NEW IMPACT WINDOWS AND
DOORS PROJECT - PROJECT NO. LC-RENO-23-R1

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATE OF
ASSURANCE (COA)

SBE Requirement - Certificate of Assurance (COA)

For all projects with approved **SBE-CON, SBE-A/E, SBE-G, and SBE-S “Set-Aside” or “Goal”** measures, all bidders are required to submit a Small Business Development (SBD) Certificate of Assurance (COA) at the time of bid submission. The COA must be completely filled out, signed, notarized, and submitted with each bid in order for the bidder to be deemed compliant by SBD. **Failure to submit the required COA at the time of bid submittal will result in the bidder being deemed non-compliant and not eligible for award of the contract.**

Successful first, second, and third ranked bidders will subsequently be notified to complete a Utilization Plan (UP), within a specified time frame, for SBD’s review and approval via Miami-Dade County's online Business Management Workforce System (BMWS). The UP shall list all certified Miami-Dade County Small Business Enterprise (SBE) subcontractor(s), subconsultant(s), and/or sub-vendor(s) that will satisfy the project’s established SBE measure(s). Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified time frame, for final approval by SBD. The COA and UP requirements do not apply to “No Measure” open market projects; however, all prime and subcontractor(s), subconsultant(s), and/or sub-vendor(s) will be required to report and confirm all payments made on Miami-Dade County projects.

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATIONS, ROOF REPLACEMENT

AND NEW IMPACT WINDOWS AND DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

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 Officer overseeing this solicitation/contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

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

 Signature of Notary Public Serial Number

 Print or Stamp of Notary Public Expiration Date Notary Public Seal

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATIONS
AND NEW IMPACT WINDOWS AND DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

SPECIAL PROVISIONS

1.0 SCOPE OF WORK:

Refer to Section 01 11 00 – Summary of Work. The Contractor is responsible to verify all quantities to perform this work. The quantities provided are an approximation only. This is a Lump Sum project. Refer to Request for Price Quotation (RPQ).

2.0 SMALL BUSINESS ENTERPRISE PROGRAMS:

A. CONSTRUCTION SERVICES (SBE-CON)

The Contractor shall comply with Resolution No. R-1386-09 requirements pertaining to the Small Business Enterprise Program, if applicable, Miami-Dade County (MDC) Code Sections 10-33.02 and 10-38, and Implementing Order No. 3-32; **SMALL BUSINESS ENTERPRISE (“SBE”) PROGRAM FOR THE PURCHASE OF CONSTRUCTION SERVICES.**

3.0 CERTIFICATE OF ASSURANCE (COA) AND UTILIZATION PLAN (UP):

For all projects with approved **SBE-CONS, SBE-A/E, SBE-G, and SBE-S “Set-Aside” or “Goal”** measures, all bidders are required to submit a Small Business Development (SBD) Certificate of Assurance (COA) at the time of bid submission. The COA must be completely filled out, signed, notarized, and submitted with each bid in order for the bidder to be deemed compliant by SBD. **Failure to submit the required COA at the time of bid submittal will result in the bidder being deemed non-compliant and not eligible for award of the contract.**

Successful first, second, and third ranked bidders will subsequently be notified to complete a Utilization Plan (UP), within a specified time frame, for SBD’s review and approval via Miami-Dade County's online Business Management Workforce System (BMWS). The UP shall list all certified Miami-Dade County Small Business Enterprise (SBE) subcontractor(s), subconsultant(s), and/or sub-vendor(s) that will satisfy the project’s established SBE measure(s). Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified time frame, for final approval by SBD. The COA and UP requirements do not apply to “No Measure” open market projects; however, all prime and subcontractor(s), subconsultant(s), and/or sub-vendor(s) will be required to report and confirm all payments made on Miami-Dade County projects.

4.0 ALLOWANCE ACCOUNTS:

- A. ***Contingency Allowance*** - A Contingency Allowance Account has been established for the exclusive use of the MIAMI-DADE PUBLIC LIBRARY SYSTEM as a reserve account to cover unforeseeable and unavoidable costs associated with the Work. This Contingency Allowance account shall be calculated at 5 percent (5%) of the base bid total for the Work. It is understood that any unspent portion of the contingency allowance account is to remain with the COUNTY.
- B. ***Dedicated Allowance*** - A dedicated Allowance Account has been established for the exclusive use of the MIAMI-DADE PUBLIC LIBRARY SYSTEM as a reserve account in the amount of \$100,000.00. This dedicated

It is understood that any unspent portion of the dedicated allowance account is to remain with the COUNTY.

5.0 INSURANCE REQUIREMENTS:

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 1st 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. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate no exclusion for products/completed operations and XCU. Removal of exclusions for work on railroad properties. Miami-Dade County must be shown as an additional insured with respect to this coverage. **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, in an amount not less than \$1,000,000 combined single limit.
- D. Umbrella Liability or excess liability in an amount not less than \$3,000,000 If excess liability is provided it must be follow-form for coverage's B and C.
- E. Installation Floater on an "all risk" basis is an amount not less than one hundred percent (100%) of the replacement value of the equipment and materials. The policy shall list Miami-Dade County as a Loss Payee A.T.I.M.A.

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 1st STREET
SUITE 2340
MIAMI, FL 33128**

- G. Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of the Contract.
- H. Contractor's qualification for inclusion in the Contract is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after notification. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the Contractor shall be verbally notified of such deficiency and shall not be placed in an active status until such time as a corrected certificate is submitted to the County. Contractors who are not or do not remain in compliance will be listed as inactive and will not be remain inactive until all such defects are corrected. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status.
- I. The CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period including any and all option years that may be granted to the CONTRACTOR in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall place the contractor in an inactive status until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status. If the contractor has an open work order or project when

the insurance expires, the contractor will be issued a stop work order and be required to correct the deficiency immediately. No additional time will be allowed as a result of the stop work order and liquidated damages will be assessed. If a Payment and Performance Bond is available on the work, the Bondholder will be notified and given the opportunity to complete the work assignment.

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

6.0 PRE-BID MEETING:

A Pre-Bid Meeting will be held as indicated in the Request for Price Quotation. At this time questions and concerns of prospective bidders will be addressed. A site visit will be conducted immediately after the pre-bid meeting.

7.0 CONTRACTOR USE OF PREMISES:

- 7.1 The Contractor's use of the premises is limited to the limits of construction. The Contractor will coordinate all work with the Project Manager and perform work in a manner which allows continuous use of adjoining facilities by MDPLS. The Contractor shall maintain safe access to all project areas at all times.
- 7.2 The Contractor shall remain flexible with respect to his work schedule and if the Contractor is delayed due to the non-availability of the project site, his sole remedy for delay shall be limited to a contract time extension only, with no consideration for additional compensation for lost productivity. This remedy for delay (time extension only, no additional compensation) shall also apply to inclement weather conditions.
- 7.3 The Contractor and his subcontractors shall obtain all necessary Permits and provide copies to the Project Manager prior to commencement of work. At the completion of the project, the Contractor shall provide to the Project Manager as-built drawings, all equipment owner's manuals and related documentation provided by the Manufacturers and a copy of the permit(s) with all required inspections signed off.
- 7.4 The Contractor shall clean the area after each work day. In addition, the contractor shall clean the area, remove materials and equipment that would create a potential hazard to pedestrians and MDPLS operations personnel.

8.0 EQUIPMENT:

The contractor will provide equipment of sufficient size and capacity to meet project needs.

9.0 INSPECTIONS/MATERIAL TESTING:

- A. **Inspections:** Daily inspections will be performed by the MDPLS Representative. Inspections by the MDPLS Representative shall not relieve the Contractor of his duties and obligations related to performance and/or quality of the Work. The Contractor shall coordinate with the MDPLS Representative the inspection of all pertinent work activities that may be deemed crucial to the completion of the Project. The pertinent work activities shall be defined by the MDPLS Representative prior to installation. The Contractor will be responsible to schedule a meeting with the MDPLS Representative to identify the pertinent work activities. Refer to technical specifications/notes provided in the project drawings. Installation Procedures recommended by manufacturer shall be submitted by the Contractor to the MDPLS Representative. Contractor to comply with Technical Specifications/Notes provided on the Contract Drawings.
- B. **Materials:** As specified in the Scope of Work and Project Schedule of Values.

10.0 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 MDPLS Representative. The Schedule of Values will be used for payment and negotiation of additions/deletions to scope. MDPLS 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.

The Contractor shall comply with Resolution No. R-138-10, which mandates that SBE firms work be identified in the Schedule of Values, if applicable. In accordance with Resolution R-138-10, the Contractor is required as a condition subsequent to award and prior to the issuance of notice to proceed, that the scope of work to be performed by any SBE utilized to satisfy any SBE goal in the contract be separately identified in such schedule of values. Payment requisitions for the scope of work of such SBE shall be accomplished by statements of completion of the work of the SBE and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the SBE for the previous construction draw.

11.0 TIME OF WORK:

Refer to Technical Specification Section 01 11 00 Summary of Work.

12.0 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting will be scheduled 15 days after NTP date. The MDPLS 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.

13.0 CONSTRUCTION COORDINATION MEETINGS:

The Contractor shall attend Construction Coordination meetings at the site, if required by the MDPLS Representative. The MDPLS Representative will advise the Contractor of the frequency of the meetings. The meetings shall be attended by the Contractors representative and the MDPLS Representative at a time and location to be determined by the MSPLS Representative.

14.0 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.

Completion of All Work: The Contractor shall complete all work included in the Contract Documents, including punch list, no later than 275 calendar days after NTP.

15.0 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 contract duration is not achieved. Therefore, for failure to complete the work within the number of days stipulated in the Invitation to Bid, the Contractor and his/her sureties will be assessed Liquidated Damages as follows:

Final Completion

Liquidated Damages shall be assessed in the amount of \$789.26 per day for each day of delay, not as a penalty, but as Liquidated Damages for each day or fraction thereof of delay until the Final Completion Date is met, which will be paid to Miami-Dade County by the Contractor.

16.0 METHOD OF AWARD:

Award shall be made to the lowest responsive and responsible bidder. MDPLS reserves the right to negotiate additional or deductive services related to this project with the low

bidder. MDPLS reserves the right to reject all bids if deemed in the best interest of Miami-Dade County.

17.0 PERFORMANCE & PAYMENT BOND:

The Contractor shall provide a Surety Performance and Payment Bond for 100% of the contract amount. NTP shall not be issued and no work shall commence until a fully executed performance bond and required insurance are submitted and approved by Miami-Dade County's Risk Management Division. Failure to provide a Performance & Payment Bond within the time required inclusive of any time extensions granted by MDPLS may be considered withdrawal of the bid and forfeiture of the Bid Bond. The Contractor will be reimbursed for the direct (actual) Surety Performance and Payment costs upon presentation of an invoice and paid receipt/cancelled check.

18.0 COLLUSION AFFIDAVIT:

In accordance with Sections 2-8.1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance No. 08-113, bidders/proposers on County contracts are requested to submit the Collusion Affidavit within five (5) days from notification of intent to 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.

NTP shall not be issued and no work shall commence until a fully executed Collusion Affidavit is submitted and approved by MDPLS.

19.0 SCRUTINIZED COMPANIES:

By executing this proposal 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 but still seeks to be considered for award of this solicitation, the bidder shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the bidder shall furnish together with its proposal 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.

20.0 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.

21.0 CONTRACTOR DUE DILIGENCE AFFIDAVIT:

The attention of the Contractor is hereby directed to the requirements of Resolution R63-14 in that the award of this contract is conditioned on the Contractor providing the County, when required, with a "CONTRACTOR DUE DILIGENCE AFFIDAVIT".

22.0 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:

- a. 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.
- b. 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.

23.0 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:

- I. Career Source South Florida shall compile and maintain the Employ Miami-Dade Register.
- II. 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.
- III. Career Source South Florida will then provide a list of qualified candidates available to the Contractor with copy to the Compliance Officer.

- IV. 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.
- V. 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.

- VI. 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.
- VII. 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.

24.0 SUBCONTRACTOR / SUPPLIER LISTING:

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).

25.0 MONTHLY UTILIZATION REPORTS:

Paper-based Monthly Utilization Reports (MURs) are no longer being accepted for construction, architecture, and engineering projects with measures. Also for architecture and engineering firms, 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.

26.0 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY (HB 1309):

HB 1309 re: governmental accountability has been signed into law by the Governor and was effective July 1. It generally applies only to state agencies, but there is one provision of HB 1309 that also applies to counties. This provision requires public agency contracts for services performed on behalf of the public agency to contain contract provisions clarifying the public record responsibilities of the contractor.

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; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

27.0 CONE OF SILENCE

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Administrative Order No. 3-27 – Cone of Silence.

28.0 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.

29.0 PROMPT PAYMENT

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Administrative Order No. 3-19 – Prompt Payment.

30.0 ASSIGNABILITY/ASSIGNMENT

ASSIGNABILITY - MIAMI-DADE PUBLIC LIBRARY SYSTEM (MDPLS) may assign its rights and obligations under the Contract to any successor to the rights and functions of MDPLS or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that MDPLS 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 MDPLS. MDPLS's consent for any assignment will not be unreasonably withheld.

31.0 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.

32.0 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.

33.0 LCP TRACKER

Refer to the memo dated April 25, 2019 from the Director of Small Business Development Division for Implementation of LCtracker.

34.0 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.

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.

35.0 DISCLOSURE OF ALLEGED DISCRIMINATION LAWSUITS

In accord with Resolution No. R-828-19 , the County reserves the right to request from any Bidder the disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits.”

36.0 INSPECTOR GENERAL FEE/DEDUCTION

Office of the Inspector General Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR
RENOVATIONS, ROOF REPLACEMENT AND NEW
IMPACT WINDOWS AND DOORS PROJECT

PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

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 be "G. Hartfield", written over the "From:" field.

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 10th 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.

Department Directors

April 25, 2019

Page 2

- 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 or Shawn Gannon, Special Projects Administrator, at 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

Contractor Quick Start Guide

Version: 2

Date: 8/3/2022

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Contractor Quick Start Guide

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

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

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

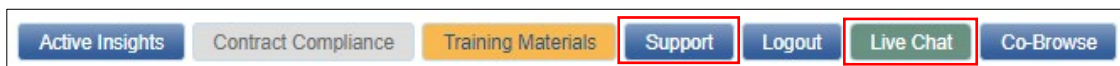
It is important to understand that the LCPtracker validation rules operate to assist you in your compliance process only insofar as the correct classifications are chosen by the user, and the correct data is entered by the user.

Contacting LCPtracker Support

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

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

Contact LCPtracker Support:



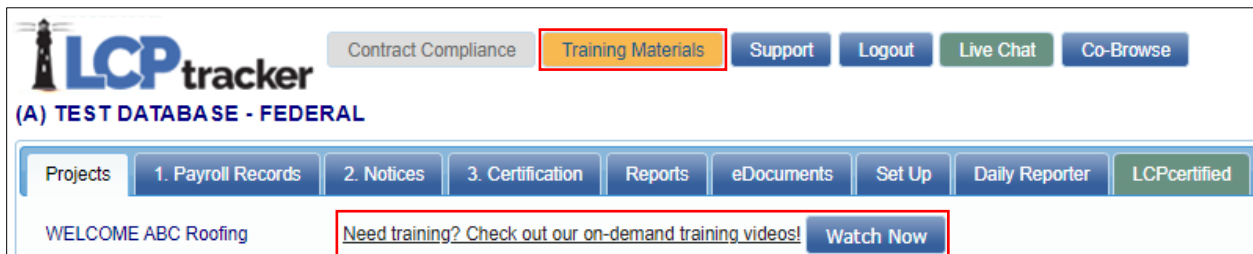
- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

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

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

LCPtracker Training Options

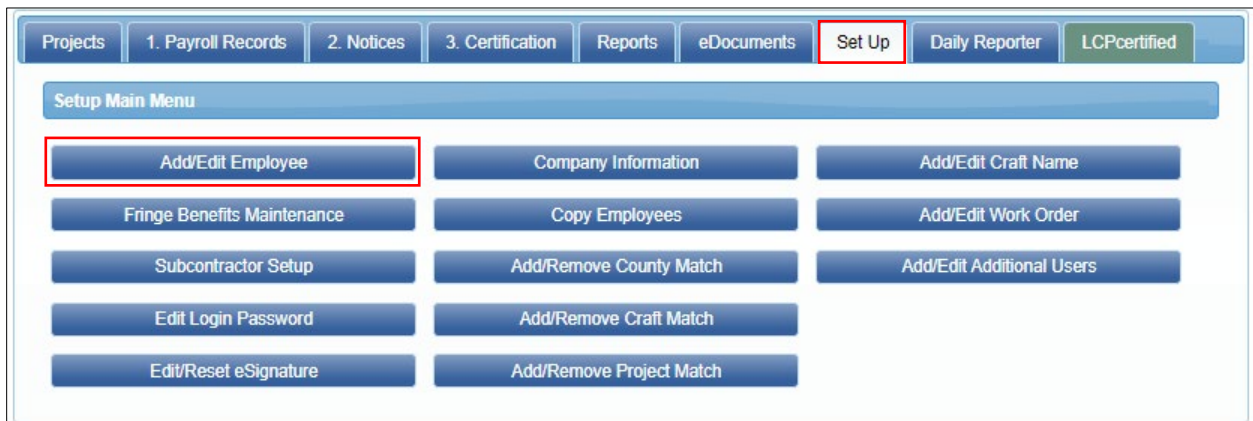
Contractors can access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.



Add/Edit Employee

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

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



Add/Edit Employee Information

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

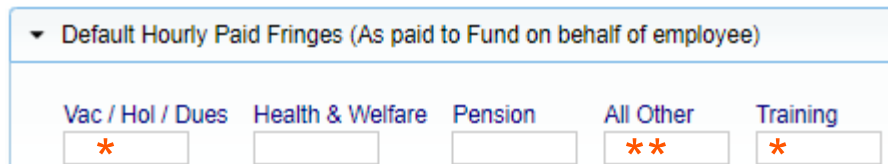
Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

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

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

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

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



*** DO NOT USE - Not allowed by Responsible Wages & Benefits** **** Use to enter vision, dental, life, and Accidental Death & Dismemberment insurance Only**

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

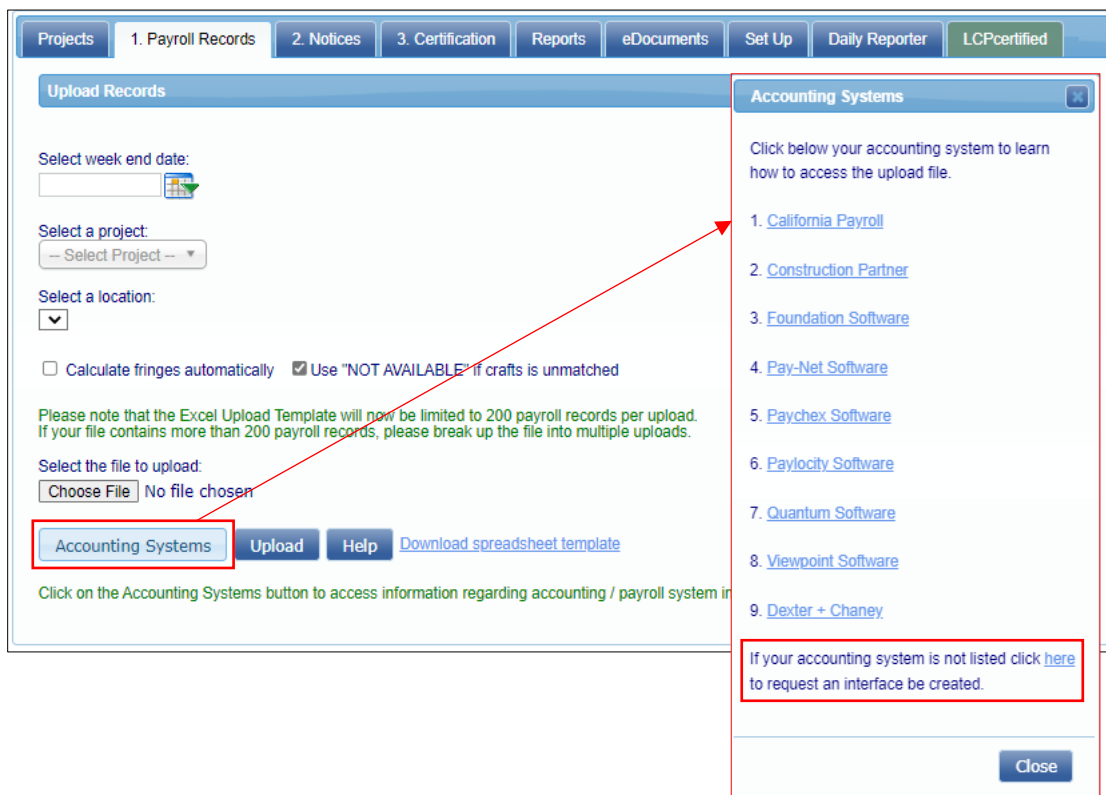
This option is only available if a week of payroll has been previously completed. In the Payroll Records tab, click the 'Copy Previous Payroll' button, select the project, then select the CPR to be copied.



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, 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.



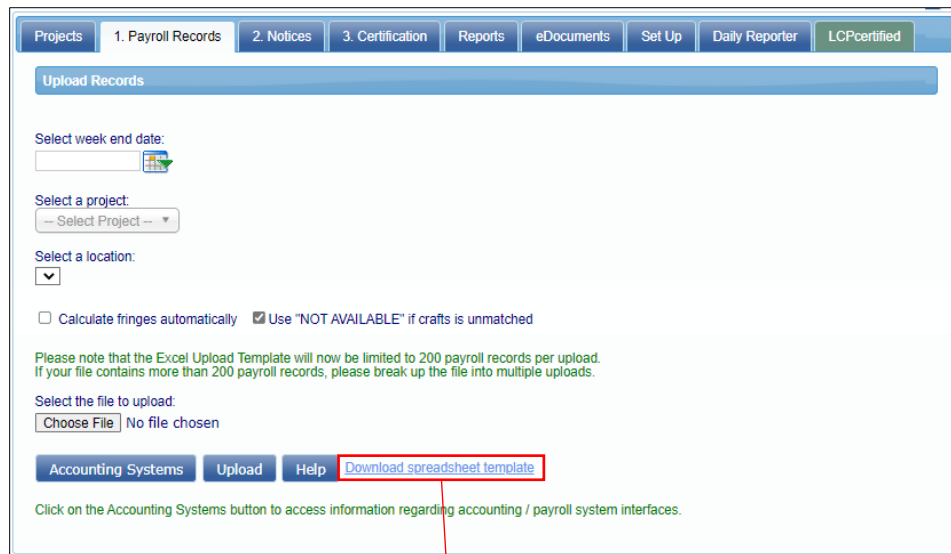
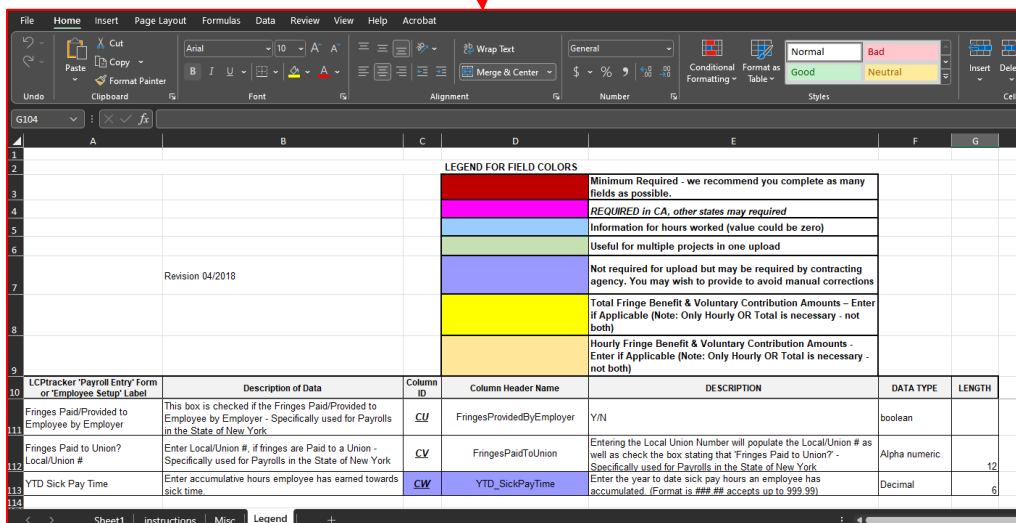
Click on the name of your payroll company, and a list of directions on how to obtain your export file will be available, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

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.

LCPtracker 'Payroll Entry' Form or 'Employee Setup' Label	Description of Data	Column ID	Column Header Name	DESCRIPTION	DATA TYPE	LENGTH
Fringes Paid/Provided to Employee by Employer	This box is checked if the Fringes Paid/Provided to Employee by Employer - Specifically used for Payrolls in the State of New York.	CU	FringesProvidedByEmployer	Y/N	boolean	
Fringes Paid to Union? Local/Union #	Enter Local/Union #, if fringes are Paid to a Union - Specifically used for Payrolls in the State of New York	CV	FringesPaidToUnion	Entering the Local Union Number will populate the Local/Union # as well as check the box stating that 'Fringes Paid to Union?' - Specifically used for Payrolls in the State of New York.	Alpha numeric	12
YTD Sick Pay Time	Enter accumulative hours employee has earned towards sick time.	CW	YTD_SickPayTime	Enter the year to date sick pay hours an employee has accumulated. (Format is ###.## accepts up to 999.99)	Decimal	6

Entering Fringe Benefits on LCPTracker

Projects | 1. Payroll Records | 2. Notices | 3. Certification | Reports | eDocuments | Set Up | Daily Reporter | LCPcertified

Notices

Week End Date: 6/21/2019 Contractor: CMC PRIME CONTRACTOR
 Project: CMC RWB TEST CONTRACT-HIGHWAY Sub To:
 Employee: ANDERSON, ALECIA Contract ID: test

Is Foreman Is Owner/Operator

Gross Employee Pay This Project (Usually No Fringes) 1600.000
 Wages Paid in Lieu of Fringes (Total Cash Fringes) 0.000

These fields are Hourly rate fields (Usually No Fringes)

Base Hourly	Overtime Hourly	Doubletime Hourly	Rate in Lieu of Fringes (Cash Fringes)
40.000	0.000	0.000	0.000

Classifications

Jurisdiction	Location	Craft	Classification	Construction Type	
Miami-Dade County Responsible Wages	Miami-Dade County	ELECTRICAL WORKER	Electrician - Wireman	Building	Edit

Hours Worked Each Day for This Project Only

	Saturday 6/15/2019	Sunday 6/16/2019	Monday 6/17/2019	Tuesday 6/18/2019	Wednesday 6/19/2019	Thursday 6/20/2019	Friday 6/21/2019	Total Hours
Regular Time	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00
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
Total	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00
Total Hours All Projects Worked	40.00							

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	Voluntary Contributions for all Projects
0.000	0.000	0.000	0.000	0.000	Pension 0.000 Medical 0.000

Vac/Hol/Dues Included in Gross Emp. Pay/Base Hourly Rate
 Some or All Fringes Paid to Employee
 Voluntary Contributions Included in Gross Emp. Pay
 Calculate Fringes

Wages Paid in Lieu of Fringes (Total cash fringes) = hourly rate of fringe x hours worked on county job

This is an hourly rate of funds paid instead of Fringes Benefits. Funds paid directly to the employee and not paid into an approved plan.

- Paid into approved Plan.**
- Health Insurance
 - Dental Insurance
 - Vision Insurance
 - Life Insurance
 - Accident Death & Dismemberment

- Paid into approved Plan**
- Pension Plan
 - 401K

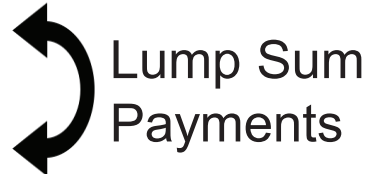
Payroll record entry form (2 of 2)

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

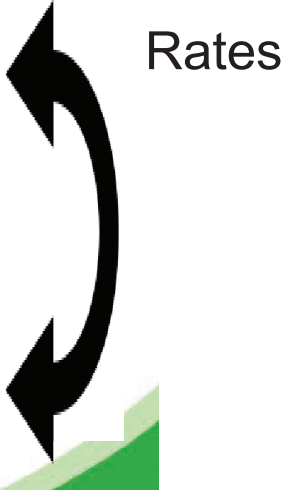
Gross Employee Pay This Project (Usually No Fringes)	Wages Paid in Lieu of Fringes (Total Cash Fringes)	These fields are Hourly rate fields (Usually No Fringes)			Rate in Lieu of Fringes (Cash Fringes)
0.000	0.000	Base Hourly	Overtime Hourly	Doubletime Hourly	0.000
		50.000	0.000	0.000	

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



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

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



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.

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

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 Awarding Body.

4. Direct Payroll Subscription/Interface (DPI)

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



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

1 Gross Employee Pay This Project (Usually No Fringes) <input style="width: 90%;" type="text" value="0.000"/>	2 Wages Paid in Lieu of Fringes (Total Cash Fringes) <input style="width: 90%;" type="text" value="0.000"/>	These fields are Hourly rate fields (Usually No Fringes)			3 Rate in Lieu of Fringes (Cash Fringes) <input style="width: 90%;" type="text" value="0.000"/>		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> 4 Base Hourly <input style="width: 90%;" type="text" value="50.000"/> </td> <td style="width: 33%; padding: 5px;"> 5 Overtime Hourly <input style="width: 90%;" type="text" value="0.000"/> </td> <td style="width: 33%; padding: 5px;"> 6 Doubletime Hourly <input style="width: 90%;" type="text" value="0.000"/> </td> </tr> </table>					4 Base Hourly <input style="width: 90%;" type="text" value="50.000"/>	5 Overtime Hourly <input style="width: 90%;" type="text" value="0.000"/>	6 Doubletime Hourly <input style="width: 90%;" type="text" value="0.000"/>
4 Base Hourly <input style="width: 90%;" type="text" value="50.000"/>	5 Overtime Hourly <input style="width: 90%;" type="text" value="0.000"/>	6 Doubletime Hourly <input style="width: 90%;" 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

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
Total	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
Total	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		<input type="checkbox"/> Vac/Hol/Dues Included in Gross Emp. Pay <input type="checkbox"/> Some or All Fringes Paid to Employee <input type="checkbox"/> Voluntary Contributions Included in Gross Emp. Pay
			Pension	Medical	<input type="button" value="Calculate Fringes"/>
			0	0	1

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

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

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

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

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

Paycheck – Deductions, Payments, and Notes

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

▼ Paycheck - Deductions, Payments and Notes (For All Projects Worked This Week)

Single Paycheck Multiple Paychecks

Deductions 1

Fed Tax	Social Security	Medicare	State Tax	Local Taxes/SDI	Other 2	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 3	Gross Pay All Projects 4	Paycheck Amount 5	Check Number * 6	Payment Date 7
0.000	0.000	0.000		

Notes 8

Other Deduction Notes 9

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'.

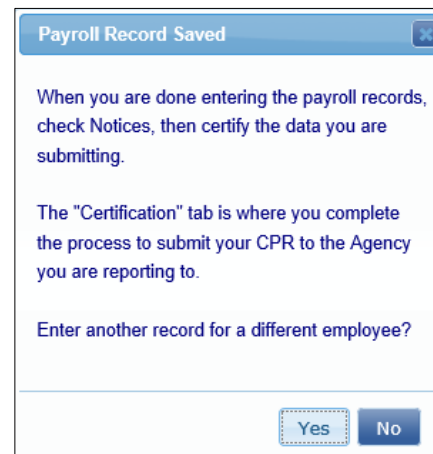
7. Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.
8. Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.
9. Other Deduction Notes – if you entered a permissible deduction in the above-mentioned 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.

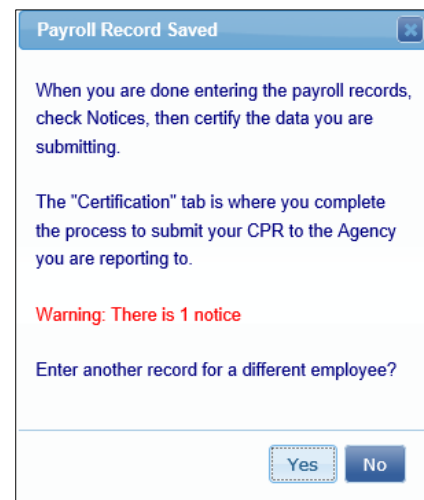
SAVE WITH NO NOTICES

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.

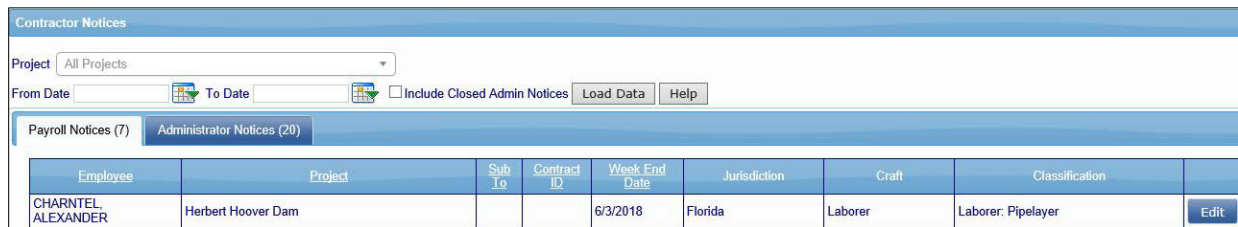


2. Notices Tab

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.



The screenshot shows the 'Contractor Notices' interface. At the top, there is a 'Project' dropdown menu set to 'All Projects'. Below it are 'From Date' and 'To Date' fields with calendar icons, and a checkbox for 'Include Closed Admin Notices'. There are 'Load Data' and 'Help' buttons. Below these are two tabs: 'Payroll Notices (7)' and 'Administrator Notices (20)'. The 'Payroll Notices (7)' tab is active, showing a table with the following data:

Employee	Project	Sub Lo	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.

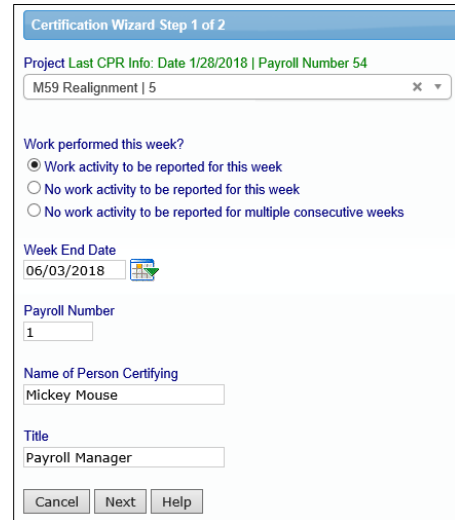
There are three options available to you when you certify your payroll:

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". It includes a header with "Project Last CPR Info: Date 1/28/2018 | Payroll Number 54" and a dropdown menu for "M59 Realignment | 5". The form contains several sections: "Work performed this week?" with three radio button options (the first is selected), "Week End Date" with a date field set to "06/03/2018" and a calendar icon, "Payroll Number" with a text field containing "1", "Name of Person Certifying" with a text field containing "Mickey Mouse", and "Title" with a text field containing "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.

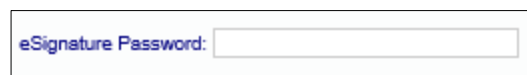
You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 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.)



The image shows a text input field with the label "eSignature Password:" to its left.

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.

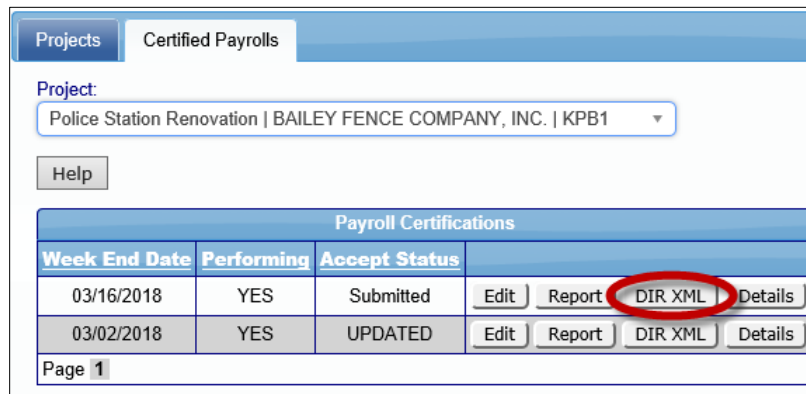
State Specific Uploads

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 DIR XML Details
03/02/2018	YES	UPDATED	Edit Report DIR XML Details

Page 1

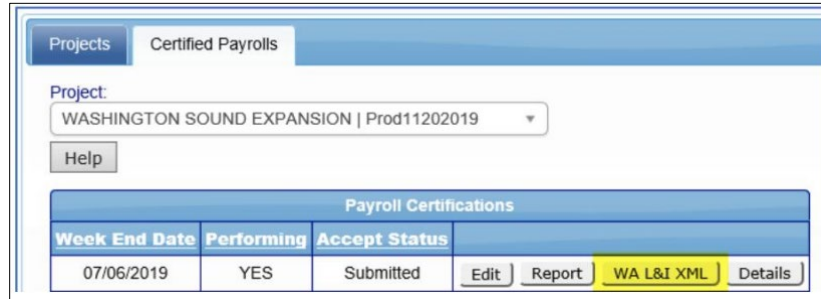
Washington L&I XML Upload

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

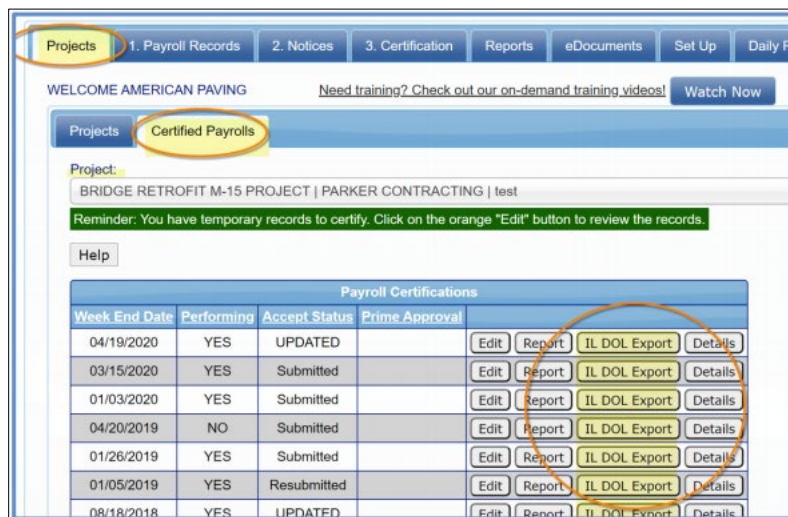


Illinois DOL Export Upload

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.

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT - PROJECT NO. LC-RENO-23
RPQ NO. LC-RENO-23

SAFETY DIRECTIVE 182536 / RESOLUTION No. 1181-18

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 the printed name of the Mayor.

Subject: Report Regarding Consideration of Contractor Safety Information as a Part of the
Contractor Responsibility Review for Contract Award – Directive No. 182536

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

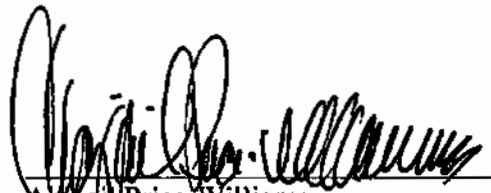
FROM: Abigail Price-Williams
County Attorney

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

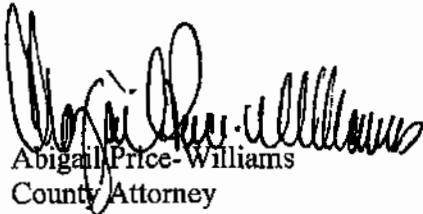


MEMORANDUM

(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

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<<¹. 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

¹ 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 8th 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 be "E. Gonzalez", written over a horizontal line.

Eduardo W. Gonzalez

A handwritten mark or signature, possibly a stylized "4" or a similar symbol, located at the bottom center of the page.

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT
AND NEW IMPACT WINDOWS AND DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

CONTRACT FORMS

Surety Performance and Payment Bond

Fair Wage Affidavit

Collusion Affidavit

DPM Requirement – Affirmation of Vendor Affidavits

Job Clearinghouse Form

Fair Subcontracting Practices

E-Verify Affidavit

Residents First Training and Employment Program/Community Workforce Program/Employ
Miami-Dade Program Construction Workforce Plan (Form RFTE 2)

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT

PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

SURETY PERFORMANCE AND PAYMENT BOND

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 **LEMON CITY LIBRARY BRANCH PROJECT**, RPQ/Project No. **LC-RENO-23-R1** (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)

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR
RENOVATION, ROOF REPLACEMENT, AND NEW IMPACT
WINDOWS AND DOORS PROJECT - PROJECT NO. LC-
RENO-23-R1
RPQ NO. LC-RENO-23-R1

FAIR WAGE AFFIDAVIT

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____
(print name), the _____ (print title) of
_____ (print name of Bidder or Proposer), who attests
that _____ (print name of bidder or proposer)
shall pay workers on the project minimum wages rates in accordance with
Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the
contract documents.

STATE OF FLORIDA)

SS

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20____, _____ on behalf of
_____, who is personally known to
me or has produced _____, as identification and
who [] did [] did not take an oath.

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT - PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23 -R1

COLLUSION AFFIDAVIT

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn states:
(insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

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

By: _____
Signature of Affiant

Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF
REPLACEMENT, AND NEW IMPACT WINDOWS AND DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

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. 1st Street, 13th 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

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. 1st Street, 19th 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 or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

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

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

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 PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT AND NEW
IMPACT WINDOWS AND DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

SBD 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 _____

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT
PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

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.

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT - PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT
PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

OSHA SAFETY TRAINING AFFIDAVIT (FORM RFTE 3)

**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**

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT
PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION,
ROOF REPLACEMENT AND NEW IMPACT WINDOWS AND
DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

SMALL BUSINESS DEVELOPMENT DIVISION
PROJECT WORKSHEET(S)



Small Business Development Division

Project Worksheet

Project/Contract Title: Lemon City branch library Interior Renovation Roof Replacement and New Impact Windows and Doors

Received Date: 3/17/2023

Project/Contract No: LC-RENO-23

Funding Source: FEMA Reimbursement

Department: Libraries

Estimated Cost of Project/Bid: \$770,000.00

Description of Project/Bid: The scope of work consists of an interior renovation of the facility, roof replacement and replacement of the existing storefront and windows with new impact resistant windows/doors, and existing parking lot improvements for accessibility and site drainage requirements.

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	SBE - Con	

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. These indicate a SBE-Con No Measure is appropriate for this contract due to the funding source (Federal Funds).

Miami Dade County Building Construction Responsible Wages apply to this contract.

CWP Not Applicable: Federal Funds

NAICS 236220 Commercial and Institutional Building Construction

Living Wages: YES NO

Highway: YES NO

Heavy Construction: YES NO

Responsible Wages: YES NO

Building: YES NO

SBD Director

4-5-23

Date

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT AND
NEW IMPACT WINDOWS AND DOORS PROJECT

PROJECT NO. LC-RENO-23-R1

RPQ NO. LC-RENO-23-R1

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 PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

**APPLICABLE ORDINANCES AND/OR RESOLUTIONS TO
THE SCOPE OF WORK**

MEMORANDUM

Agenda Item No. 7(D)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	DATE:	(Second Reading: 9-1-22) June 14, 2022
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Ordinance relating to the County's Sustainable Buildings Program; amending sections 9-72, 9-75, and 2-1 of the Code; requiring green building practices for infrastructure projects and buildings that are owned, built or financed by the County or are on County-owned property; adding references to the envision rating system; providing for certain minimum standards where the Leadership in Energy and Environmental Design (LEED) rating system or the Envision Rating System are used; providing for applicability to buildings that are owned, financed, leased, or operated by the County, including public private partnership projects; providing for substitution of standards; amending Rules of Procedure for the County Commission; requiring statement by the County Mayor in certain agenda items related to compliance with the sustainable buildings code provisions and associated Implementing Order

Ordinance No. 22-107

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: September 1, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava". The signature is written in a cursive style with a prominent loop at the end.

Subject: Fiscal Impact Statement for Ordinance Relating to County's Sustainable Buildings Program


The implementation of this ordinance will require the County to implement a minimum of Leadership in Energy and Environmental Design (LEED) Silver design rating for all County constructed buildings or any building constructed on County land. It is difficult to determine the fiscal impact relating to the requirements of this ordinance, however there is an anticipated long-term positive fiscal impact to the County through cost savings generated by reduction in energy consumption, water consumption and other operational savings that may partially negate any potential upfront additional capital costs. Since the Sustainable Buildings Program was established in 2008, the County has realized more than \$3.7 million in energy savings across 63 projects. It is anticipated that the existing program will achieve additional energy savings on current ongoing projects of at least \$24 million by 2030.

A handwritten signature in blue ink, appearing to be "Jimmy Morales". The signature is written in a cursive style with a prominent loop at the end.

Jimmy Morales
Chief Operations Officer

Date: September 1, 2022

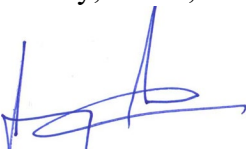
To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Social Equity Statement for Ordinance Relating to the County’s Sustainable Buildings Program

The proposed ordinance amends sections 9-72 and 9-75 of the Code of Miami-Dade County (Code) requiring green building practices for infrastructure projects and buildings that are owned, financed, leased or operated by the County, including public private partnership projects, or are on County-owned property; providing for certain minimum standards where Leadership in Energy and Environmental Design (LEED) rating system or Envision Rating System are used. The proposed ordinance also amends section 2-1 of the Code requiring statement by the County Mayor in certain agenda items related to compliance with the sustainable buildings code provisions. The revisions are intended to clarify policies and procedures relating to the Sustainable Buildings Program.

The proposed ordinance is expected to have a positive social equity impact, as it furthers the County’s policies in achieving overall sustainability, particularly of infrastructure projects, along with added benefits of reducing air pollution, reducing energy burden and energy poverty, conserving critical water resources, reducing maintenance costs, and positive resiliency, health, and economic impacts to the community over the long term.



Jimmy Morales
Chief Operations Officer

221239



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 7(D)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(D)
9-1-22

ORDINANCE NO. 22-107

ORDINANCE RELATING TO THE COUNTY’S SUSTAINABLE BUILDINGS PROGRAM; AMENDING SECTIONS 9-72, 9-75, AND 2-1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; REQUIRING GREEN BUILDING PRACTICES FOR INFRASTRUCTURE PROJECTS AND BUILDINGS THAT ARE OWNED, BUILT OR FINANCED BY THE COUNTY OR ARE ON COUNTY-OWNED PROPERTY; ADDING REFERENCES TO THE ENVISION RATING SYSTEM; PROVIDING FOR CERTAIN MINIMUM STANDARDS WHERE THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) RATING SYSTEM OR THE ENVISION RATING SYSTEM ARE USED; PROVIDING FOR APPLICABILITY TO BUILDINGS THAT ARE OWNED, FINANCED, LEASED, OR OPERATED BY THE COUNTY, INCLUDING PUBLIC PRIVATE PARTNERSHIP PROJECTS; PROVIDING FOR SUBSTITUTION OF STANDARDS; AMENDING RULES OF PROCEDURE FOR THE COUNTY COMMISSION; REQUIRING STATEMENT BY THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE IN CERTAIN AGENDA ITEMS RELATED TO COMPLIANCE WITH THE SUSTAINABLE BUILDINGS CODE PROVISIONS AND ASSOCIATED IMPLEMENTING ORDER; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

WHEREAS, according to a recent Intergovernmental Panel on Climate Change report, a “rapid and far-reaching” sustainable transition in land, energy, buildings, transport and cities is needed to meet global carbon reduction goals; and

WHEREAS, according to the Environmental and Energy Study Institute, residential and commercial buildings account for nearly 40 percent of U.S. carbon dioxide emissions; and

WHEREAS, Miami-Dade County (“the County”) is committed to conserving the region’s natural resources, saving taxpayer dollars through reduced operating expenses, and creating a healthier built environment for its employees and visitors; and

WHEREAS, the County desires to incorporate, and does incorporate, environmentally responsible (“green”) practices into the design, construction, and operation of its buildings; and

WHEREAS, in 2007, this Board created the Sustainable Buildings Program, codified in sections 9-71 through 9-75 of the Code of Miami-Dade County and the associated Implementing Order 8-8, to require buildings owned, financed, leased and/or operated by the County to comply with certain green building requirements; and

WHEREAS, to date, the Sustainable Buildings Program has been successful in reducing emissions and saving taxpayer dollars; and

WHEREAS, for example, according to the Miami-Dade County Office of Resilience, the County has saved over 100,844,488 kWh of electricity and over \$3,700,000.00 in energy costs since the Sustainable Buildings Program was first enacted; and

WHEREAS, this increased efficiency has reduced the County’s greenhouse gas emissions by over 71,700 metric tons of carbon dioxide equivalent, as defined by the U.S. Environmental Protection Agency; and

WHEREAS, these green building requirements for County buildings are in need of updating; and

WHEREAS, updating the Sustainable Buildings Program is necessary for the County to meet its carbon reduction goals and further establish itself as a leader in the fight against climate change; and

WHEREAS, further, updating the Sustainable Buildings Program is necessary for the County to ensure that third-party entities and tenants that develop or improve facilities on County property (“Partners”) also contribute to a reduction in carbon emissions and preservation of resources; and

WHEREAS, this ordinance, among other things: (1) adds infrastructure projects that are built or financed by the County; (2) adds references to the Envision Rating System; (3) provides that the minimum standard for Leadership in Energy and Environmental Design (“LEED”) rating system shall be LEED Silver; (4) provides that the minimum standard for the Envision Rating System shall be Silver; (5) clarifies that green building requirements apply to buildings and infrastructure that are financed, leased, or operated by the County or by Partners on County property, including public-private partnership projects; and (6) provides for the substitution of standards; and

WHEREAS, by building and operating more efficiently through sustainable building practices, the County and its Partners can maximize the value of its capital assets as well as support positive resiliency, health, and economic impacts to the community over the long term; and

WHEREAS, this type of approach considers more than initial construction costs when estimating the total cost of developing, maintaining and/or operating a building or infrastructure asset; and

WHEREAS, using a resiliency and sustainability approach ensures that the County’s investments and investments into County property are more cost-effective and strategic over the total useful life of a building or infrastructure project; and

WHEREAS, in fact, the U.S. Green Building Council has reported that LEED buildings have almost 20 percent lower maintenance costs than typical commercial buildings, and green building retrofits typically decrease operation costs by almost 10 percent in just one year; and

WHEREAS, the investment in the resiliency and sustainability of our own County buildings show the same positive payback; and

WHEREAS, for example, in 2018, the County’s LEED-certified Children’s Courthouse used an average of 18 percent less electricity than the County’s average non-LEED courthouses; and

WHEREAS, it is in the long-term interest of the County and its residents to ensure similar results for all County facilities,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 9-72 of the Code of Miami-Dade County (the “County Code”) is hereby amended to read as follows:¹

Sec. 9-72. - Policy.

It shall be the policy of Miami-Dade County to incorporate, wherever practical, green building practices into the planning, design, construction, management, renovation, maintenance>>₂<< and decommissioning of >>infrastructure projects and<< buildings >>where such infrastructure projects or buildings are<< owned, financed, ~~[[and/or]]~~>>leased, or<< operated by the County >>or are constructed on County-owned property<<.

Section 2. Section 9-75 of the County Code is hereby amended to read as follows:

Sec. 9-75. - Measurement Standards and Compliance.

(a) Rating System. The Sustainability Manager shall select a nationally-recognized rating system >>or systems<< that sets standards for implementing green building practices in design and construction, which may include, but not be limited to, the Leadership in Energy and Environmental Design Rating System administered by the U.S. Green Building Council >>and the Envision Rating System administered by the Institute for Sustainable Infrastructure<<. This rating system >>or systems<< will be used to measure compliance with the terms

¹ Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

of this Article. The rating system >>and standard<< selected for each category of construction by the Sustainability Manager shall be set forth in an Implementing >>Order<<~~[[Regulation to be]]~~ approved by the Board of County Commissioners. >>For the Leadership in Energy and Environmental Design (LEED) Rating System, the minimum rating system standard for all categories of construction covered by this article shall be LEED Silver. For the Envision Rating System, the minimum rating system standard for all categories of construction covered by this Article shall be Silver. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the United States Green Building Council and the Institute for Sustainable Infrastructure. For all of the above, the Implementing Order approved by the Board may set higher standards for each category of construction.<<

- (b) Standard for County-owned buildings. All new construction, major renovations/remodels, ~~[[and]]~~ non-major renovations/remodels >>and maintenance<< of County owned buildings shall adhere to the nationally recognized rating system standards designated by the Sustainability Manager for that particular category of construction, >>and set forth in an Implementing Order approved by the Board<< as described in subsection (a) above>>, unless specifically exempted in the Implementing Order<<.
- (c) Standard for County-financed, County-leased, and County-operated buildings >>and for buildings that are constructed on County-owned property<<. The Sustainability Manager shall evaluate and propose criteria for the use of green building practices in connection with ~~[[County-financed, County-leased, and County-operated]]~~ buildings >>that are financed, leased, or operated by the County or that are constructed on County-owned property with project costs greater than the threshold set forth in an Implementing Order, including, but not limited to, public private partnership projects<<. The criteria shall be set forth in an Implementing >>Order<<~~[[Regulation]]~~ to be approved by the Board of County Commissioners.
- (d) >>Standard for infrastructure projects. To the extent not already covered by the provisions of this article, all infrastructure projects that are built or financed by the County, that will be owned by the County, or that are built on County-owned property with project costs greater than the threshold set forth in an Implementing Order, shall adhere to the nationally recognized rating system standards designated by the Sustainability Manager for that particular category of construction, and set forth in an Implementing Order as described in subsection (a) above.

(e) ~~Interpretations, and~~ substitution of standards, and exemptions ~~[[and waivers]]~~. The Sustainability Manager shall establish such processes, policies, and procedures as may be necessary to guide the consideration of requests for interpretations of this Article, substitution of standards, or for exemption ~~[[or waiver]]~~ from the requirements of this Article.

Section 3. Section 2-1 of the County Code is hereby amended to read as follows:

Sec. 2-1. Rules of Procedure of County Commission

* * *

Rule 5.09. **STATEMENT OF CONSIDERATION OF IMPACT OF SEA LEVEL RISE**

For all agenda items brought to the Board that relate to the planning, design and/or construction of County infrastructure projects, including but not limited to, County building elevation projects, County installation of mechanical and electrical systems, County infrastructure modifications and County infrastructure renovations, the Mayor or Mayor’s designee shall include a statement in the item that the impact of sea level rise has been considered in the project.

>>Rule 5.10 STATEMENT OF COMPLIANCE WITH SUSTAINABLE BUILDINGS REQUIREMENTS

Prior to the placement on the agenda of any item brought to the Board seeking the approval of an advertisement, competitive solicitation, or contract award that relates to the planning, design, construction, management, renovation, maintenance, or decommissioning of any infrastructure project or building where said infrastructure project or building is owned, financed, leased or operated by the County or is to be constructed on County-owned property, the Mayor or Mayor’s designee shall be provided a copy of the proposed item and shall prepare a statement of compliance with sustainable building requirements, and such statement shall be included as part of the agenda.

The statement of compliance with sustainable buildings requirements shall indicate: (1) whether the project or contract adheres to the standards and criteria set forth in chapter 9, article III of the Code, entitled “Sustainable Buildings Program,” and in the associated Implementing Order, as such may be amended

from time to time; and (2) whether a substitution of standards or exemption from any of the standards and criteria referenced in subsection (1) above has been obtained or will be sought.

For all of the above-mentioned agenda items, an item shall not be placed on an agenda without this required statement of compliance with sustainable buildings requirements.<<

* * *

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

September 1, 2022

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Abbie Schwaderer-Raurell
Monica Rizo Perez

Prime Sponsor: Commissioner Eileen Higgins

Implementing Order



Implementing Order No.: 8-8

Title: Sustainable Buildings Program

Ordered: 12/04/2007

Effective: 12/14/2007

AUTHORITY:

Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter, and Chapter 9, Article III, Sections 9-71 thru 9-75 of the County Code.

POLICY:

Resolution No. R-1200-05 established it to be the policy of Miami-Dade County to incorporate sustainable development building measures into the design, construction, renovation and maintenance of County-owned, County-financed, and County-operated buildings.

GENERAL TERMS, AS USED IN THIS ORDER SHALL MEAN:

- **Florida Green Building Coalition (FGBC):** a nonprofit Florida Corporation dedicated to improving the built environment, with a specific mission "to provide a statewide Green Building Program with environmental and economic benefits." FGBC has developed and administers individual standards and certification programs to recognize and designate specific projects as achieving the organization's "green standard" for homes, commercial buildings, and land developments. FGBC also has a Green Local Government Standard that recognizes individual cities and counties for outstanding environmental stewardship.
- **Green building:** is a structure that is designed, built, renovated, operated and reused in an ecological and resource-efficient manner.
- **Green building practices:** environmentally- and socially-conscious practices that emphasize processes and methods of design and construction that (i) reduce exposure to noxious materials, (ii) conserve non-renewable energy and scarce materials, (iii) minimize life-cycle ecological impact of energy and materials, (iv) employ renewable energy or materials that are sustainably harvested, (v) protect and restore local air, water, soils, flora and fauna, and (vi) support pedestrians, bicycles, mass transit and other alternatives to fossil-fueled vehicles.
- **LEED:** the Leadership in Energy and Environmental Design Green Building Rating System™ is a nationally accepted benchmark for the design, construction, and operation of high-performance green buildings. Developed and administered by the U.S. Green Building Council, LEED provides a defined process for measuring and documenting the implementation of environmentally responsible practices for multiple building types and phases of a building's lifecycle. It is accessible on-line and supported by a robust program of workshops and professional accreditation.

- **LEED-NC:** LEED for New Construction - the LEED Green Building Rating System that focuses on the design and construction process for new construction and major reconstruction of buildings. It is most frequently applied to high-performance commercial and institutional projects, with a focus on office buildings, K-12 schools, multi-unit residential buildings, manufacturing plants, laboratories and many other building types.
- **LEED-EB:** LEED for Existing Buildings – the LEED Green Building Rating System that provides a recognized, performance-based benchmark for building owners and operators to measure operations, improvements and maintenance on a consistent scale.
- **LEED-CI:** LEED for Commercial Interiors – the LEED Green Building Rating System that establishes the green benchmark for tenant improvements.
- **New construction:** is the design and construction of any new building, or an addition to an existing building.
- **Major renovation/remodel:** is any design and construction project that alters an existing building where the cost of construction is equal to or exceeds 50% of the building's replacement cost.
- **Non-major renovation/remodel:** is any design and construction project that alters an existing building where the cost of construction is less than 50% of the building's replacement cost, but in excess of \$1 million.
- **Ordinance:** is the Sustainable Buildings Program Ordinance that amended Chapter 9 of the Code of Miami-Dade County, Florida.
- **Renovate:** is to improve or repair the condition of a building.
- **Sustainable building:** means building processes that integrate materials and methods that promote environmental quality, economic vitality, and social benefit through the design, construction and operation of the built environment.
- **Sustainable Buildings Program:** The procedures necessary to implement the policy set forth in the Ordinance shall be referred to in the aggregate as the Sustainable Buildings Program.
- **USGBC:** A 501(c)(3) nonprofit organization, the U. S. Green Building Council is a nationally recognized coalition of professionals from across the building industry, whose mandate is to promote the development and operation of buildings that are environmentally responsible, profitable, and healthy places to live and work. USGBC has regional chapters throughout the country (75 chapters in 2007), including the South Florida Chapter, of which Miami-Dade County is a member organization. USGBC developed and administers the LEED Green Building Rating System™.

STANDARDS:

Except as provided for elsewhere in this Implementing Order, the primary mechanism for determining compliance with the Ordinance shall be the U.S. Green Building Council's LEED Rating System. All construction projects for which a design team was selected subsequent to the effective date of this Implementing Order shall be required to meet the standards delineated herein. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the 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.
- **Renovation, 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. This substitution process shall be administered by and through the Sustainability Manager.

DEPARTMENT RESPONSIBILITY:

All County Departments:

To implement the above policy, all County departments that are responsible for the financing, designing, developing, constructing, and managing County-owned buildings shall implement the following requirements or instructions:

- Utilize the most current USGBC LEED criteria available to incorporate green building practices in the planning, design, and construction of all new buildings, setting at a minimum, the level of "Silver" in the LEED-NC Rating System. Language specific to this requirement shall be incorporated into all related contracts. Additionally, all projects shall be registered as "green building" projects through the USGBC.

- Utilize the most current USGBC LEED criteria available to incorporate green building practices in the planning, design, and construction of major remodel/renovations, setting as a minimum a “Certified” rating in the LEED-NC Rating System. Language specific to this requirement shall be incorporated into all related contracts. All such projects shall be registered as “green building” projects through the USGBC.
- Utilize the most current USGBC LEED criteria available to incorporate green building practices in the planning, design, and construction of non-major renovation/remodels, setting as a minimum a “Certified” rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI. Language specific to this requirement shall be incorporated into all related contracts. All such projects shall be registered as “green building” projects through the USGBC.
- Submit quarterly status reports to the Office of Sustainability providing information relative to LEED checklist accomplishments for registered projects.
- County departments that develop, construct, and/or manage County-owned buildings, or those that have a role in the development regulatory process, shall be expected to designate, as liaison with the Office of Sustainability, a staff member who has knowledge or expertise in project management, architecture, landscape architecture, design, engineering, resource conservation, budget analysis and/or other skills as needed.
- All other County departments shall designate a staff member to act as a liaison with the Office of Sustainability for purposes of coordination and education on existing and future County initiatives as part of an overall sustainability strategy.

Office of Capital Improvements

The Office of Capital Improvements (OCI) will be responsible for:

- Ensuring that all qualifying County construction contracts contain specific language requiring compliance with the Sustainable Building Ordinance.

Department of Procurement Management

The Department of Procurement Management (DPM) will be responsible for:

- Including, as directed by the Sustainability Manager or OCI, appropriate language into procurement contracts to ensure compliance with the Sustainable Building Ordinance.

Sustainability Manager

The Sustainability Manager shall be tasked with directing and coordinating the County’s sustainability (“green”) policy, and with the collection and dissemination of information related to the County’s sustainability initiatives. Specifically, the Sustainability Manager will be responsible for ensuring that the following functions are performed within County

government, either as a direct task or indirectly by working with designated departments within Miami-Dade County:

- Maintaining a comprehensive list of all current building projects, including new construction, major and non-major renovations/remodels, and tracking the progress of each such project as it relates to LEED compliance. This file will contain, but not be limited to, data relating to the specific LEED criteria targeted during the design phase, and the progress of each desired criteria throughout the building process.
- Chair the Sustainable Buildings Committee, which will be comprised of departmental Sustainability Liaisons and/or other technically knowledgeable representatives from key County agencies. This committee shall support the Sustainability Manager in the implementation of the policies set forth in this Implementing Order. Every effort should be made to ensure that the Committee includes members or support staff with professional accreditations, certifications, licenses or special proficiencies that can provide technical support to the Sustainable Building Program on such matters as training on LEED or other compliance standards, green building technologies, specific project reviews, and sustainability policy and research. The Committee shall be comprised of, at a minimum, representatives from the following departments: Miami-Dade Aviation, Building, Building Code Compliance, Consumer Services, DERM, Miami-Dade Fire Rescue, GSA, Office of Capital Improvements, Planning and Zoning, Park and Recreation, Procurement, Public Works, Solid Waste Management, and Miami-Dade Water and Sewer.
- Establishing guidelines for evaluating requests for exemption from the LEED certification standards. The Sustainable Building Committee (or designated staff thereof) shall be tasked with addressing petitions for specific exemptions from the ordinance and making recommendations to the Sustainability Manager or designee. The unique characteristics of a particular project shall not exempt it from applying green building practices to the maximum extent possible, and it is expected that all projects will incorporate as many LEED-approved green building practices as are feasible from a practical and fiscal perspective. The Sustainable Building Committee may, where it deems appropriate, recommend that the Sustainability Manager or designee substitute an alternative rating system (e.g. FGBC “Green Home” or “Green Development” Standard); substitute an alternative rating standard (e.g. LEED- CI, rather than LEED-EB); or craft a specific rating methodology for evaluating a project that is deemed to be exempt from, or infeasible to comply with, LEED certification standards. Final decisions regarding exemptions or substitutions shall rest with the Sustainability Manager.
- Preparing annual progress report summarizing County performance under Sustainable Buildings Program.
- Maintaining a database of all existing County sustainability initiatives.
- Serving as the County liaison with the South Florida Chapter of the U.S. Green Building Council, and other appropriate entities to ensure that the County is current with “best practices” in sustainability.

- Coordinating with other departments to develop and implement green building practices in Miami Dade County and provide support for their participation.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

MEMORANDUM

Agenda Item No. 7(D)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	DATE:	(Second Reading: 9-1-22) June 14, 2022
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Ordinance relating to the County's Sustainable Buildings Program; amending sections 9-72, 9-75, and 2-1 of the Code; requiring green building practices for infrastructure projects and buildings that are owned, built or financed by the County or are on County-owned property; adding references to the envision rating system; providing for certain minimum standards where the Leadership in Energy and Environmental Design (LEED) rating system or the Envision Rating System are used; providing for applicability to buildings that are owned, financed, leased, or operated by the County, including public private partnership projects; providing for substitution of standards; amending Rules of Procedure for the County Commission; requiring statement by the County Mayor in certain agenda items related to compliance with the sustainable buildings code provisions and associated Implementing Order

Ordinance No. 22-107

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: September 1, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Fiscal Impact Statement for Ordinance Relating to County's Sustainable Buildings Program


The implementation of this ordinance will require the County to implement a minimum of Leadership in Energy and Environmental Design (LEED) Silver design rating for all County constructed buildings or any building constructed on County land. It is difficult to determine the fiscal impact relating to the requirements of this ordinance, however there is an anticipated long-term positive fiscal impact to the County through cost savings generated by reduction in energy consumption, water consumption and other operational savings that may partially negate any potential upfront additional capital costs. Since the Sustainable Buildings Program was established in 2008, the County has realized more than \$3.7 million in energy savings across 63 projects. It is anticipated that the existing program will achieve additional energy savings on current ongoing projects of at least \$24 million by 2030.

A handwritten signature in blue ink, appearing to be "Jimmy Morales".

Jimmy Morales
Chief Operations Officer

Date: September 1, 2022

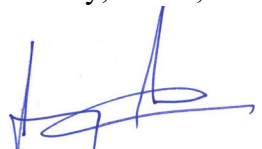
To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Social Equity Statement for Ordinance Relating to the County’s Sustainable Buildings Program

The proposed ordinance amends sections 9-72 and 9-75 of the Code of Miami-Dade County (Code) requiring green building practices for infrastructure projects and buildings that are owned, financed, leased or operated by the County, including public private partnership projects, or are on County-owned property; providing for certain minimum standards where Leadership in Energy and Environmental Design (LEED) rating system or Envision Rating System are used. The proposed ordinance also amends section 2-1 of the Code requiring statement by the County Mayor in certain agenda items related to compliance with the sustainable buildings code provisions. The revisions are intended to clarify policies and procedures relating to the Sustainable Buildings Program.

The proposed ordinance is expected to have a positive social equity impact, as it furthers the County’s policies in achieving overall sustainability, particularly of infrastructure projects, along with added benefits of reducing air pollution, reducing energy burden and energy poverty, conserving critical water resources, reducing maintenance costs, and positive resiliency, health, and economic impacts to the community over the long term.



Jimmy Morales
Chief Operations Officer

221239



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 7(D)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(D)
9-1-22

ORDINANCE NO. 22-107

ORDINANCE RELATING TO THE COUNTY’S SUSTAINABLE BUILDINGS PROGRAM; AMENDING SECTIONS 9-72, 9-75, AND 2-1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; REQUIRING GREEN BUILDING PRACTICES FOR INFRASTRUCTURE PROJECTS AND BUILDINGS THAT ARE OWNED, BUILT OR FINANCED BY THE COUNTY OR ARE ON COUNTY-OWNED PROPERTY; ADDING REFERENCES TO THE ENVISION RATING SYSTEM; PROVIDING FOR CERTAIN MINIMUM STANDARDS WHERE THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) RATING SYSTEM OR THE ENVISION RATING SYSTEM ARE USED; PROVIDING FOR APPLICABILITY TO BUILDINGS THAT ARE OWNED, FINANCED, LEASED, OR OPERATED BY THE COUNTY, INCLUDING PUBLIC PRIVATE PARTNERSHIP PROJECTS; PROVIDING FOR SUBSTITUTION OF STANDARDS; AMENDING RULES OF PROCEDURE FOR THE COUNTY COMMISSION; REQUIRING STATEMENT BY THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE IN CERTAIN AGENDA ITEMS RELATED TO COMPLIANCE WITH THE SUSTAINABLE BUILDINGS CODE PROVISIONS AND ASSOCIATED IMPLEMENTING ORDER; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

WHEREAS, according to a recent Intergovernmental Panel on Climate Change report, a “rapid and far-reaching” sustainable transition in land, energy, buildings, transport and cities is needed to meet global carbon reduction goals; and

WHEREAS, according to the Environmental and Energy Study Institute, residential and commercial buildings account for nearly 40 percent of U.S. carbon dioxide emissions; and

WHEREAS, Miami-Dade County (“the County”) is committed to conserving the region’s natural resources, saving taxpayer dollars through reduced operating expenses, and creating a healthier built environment for its employees and visitors; and

WHEREAS, the County desires to incorporate, and does incorporate, environmentally responsible (“green”) practices into the design, construction, and operation of its buildings; and

WHEREAS, in 2007, this Board created the Sustainable Buildings Program, codified in sections 9-71 through 9-75 of the Code of Miami-Dade County and the associated Implementing Order 8-8, to require buildings owned, financed, leased and/or operated by the County to comply with certain green building requirements; and

WHEREAS, to date, the Sustainable Buildings Program has been successful in reducing emissions and saving taxpayer dollars; and

WHEREAS, for example, according to the Miami-Dade County Office of Resilience, the County has saved over 100,844,488 kWh of electricity and over \$3,700,000.00 in energy costs since the Sustainable Buildings Program was first enacted; and

WHEREAS, this increased efficiency has reduced the County’s greenhouse gas emissions by over 71,700 metric tons of carbon dioxide equivalent, as defined by the U.S. Environmental Protection Agency; and

WHEREAS, these green building requirements for County buildings are in need of updating; and

WHEREAS, updating the Sustainable Buildings Program is necessary for the County to meet its carbon reduction goals and further establish itself as a leader in the fight against climate change; and

WHEREAS, further, updating the Sustainable Buildings Program is necessary for the County to ensure that third-party entities and tenants that develop or improve facilities on County property (“Partners”) also contribute to a reduction in carbon emissions and preservation of resources; and

WHEREAS, this ordinance, among other things: (1) adds infrastructure projects that are built or financed by the County; (2) adds references to the Envision Rating System; (3) provides that the minimum standard for Leadership in Energy and Environmental Design (“LEED”) rating system shall be LEED Silver; (4) provides that the minimum standard for the Envision Rating System shall be Silver; (5) clarifies that green building requirements apply to buildings and infrastructure that are financed, leased, or operated by the County or by Partners on County property, including public-private partnership projects; and (6) provides for the substitution of standards; and

WHEREAS, by building and operating more efficiently through sustainable building practices, the County and its Partners can maximize the value of its capital assets as well as support positive resiliency, health, and economic impacts to the community over the long term; and

WHEREAS, this type of approach considers more than initial construction costs when estimating the total cost of developing, maintaining and/or operating a building or infrastructure asset; and

WHEREAS, using a resiliency and sustainability approach ensures that the County’s investments and investments into County property are more cost-effective and strategic over the total useful life of a building or infrastructure project; and

WHEREAS, in fact, the U.S. Green Building Council has reported that LEED buildings have almost 20 percent lower maintenance costs than typical commercial buildings, and green building retrofits typically decrease operation costs by almost 10 percent in just one year; and

WHEREAS, the investment in the resiliency and sustainability of our own County buildings show the same positive payback; and

WHEREAS, for example, in 2018, the County’s LEED-certified Children’s Courthouse used an average of 18 percent less electricity than the County’s average non-LEED courthouses; and

WHEREAS, it is in the long-term interest of the County and its residents to ensure similar results for all County facilities,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 9-72 of the Code of Miami-Dade County (the “County Code”) is hereby amended to read as follows:¹

Sec. 9-72. - Policy.

It shall be the policy of Miami-Dade County to incorporate, wherever practical, green building practices into the planning, design, construction, management, renovation, maintenance>>₂<< and decommissioning of >>infrastructure projects and<< buildings >>where such infrastructure projects or buildings are<< owned, financed, ~~[[and/or]]~~>>leased, or<< operated by the County >>or are constructed on County-owned property<<.

Section 2. Section 9-75 of the County Code is hereby amended to read as follows:

Sec. 9-75. - Measurement Standards and Compliance.

(a) Rating System. The Sustainability Manager shall select a nationally-recognized rating system >>or systems<< that sets standards for implementing green building practices in design and construction, which may include, but not be limited to, the Leadership in Energy and Environmental Design Rating System administered by the U.S. Green Building Counsel >>and the Envision Rating System administered by the Institute for Sustainable Infrastructure<<. This rating system >>or systems<< will be used to measure compliance with the terms

¹ Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

of this Article. The rating system >>and standard<< selected for each category of construction by the Sustainability Manager shall be set forth in an Implementing >>Order<< ~~[[Regulation to be]]~~ approved by the Board of County Commissioners. >>For the Leadership in Energy and Environmental Design (LEED) Rating System, the minimum rating system standard for all categories of construction covered by this article shall be LEED Silver. For the Envision Rating System, the minimum rating system standard for all categories of construction covered by this Article shall be Silver. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the United States Green Building Council and the Institute for Sustainable Infrastructure. For all of the above, the Implementing Order approved by the Board may set higher standards for each category of construction.<<

- (b) Standard for County-owned buildings. All new construction, major renovations/remodels, ~~[[and]]~~ non-major renovations/remodels >>and maintenance<< of County owned buildings shall adhere to the nationally recognized rating system standards designated by the Sustainability Manager for that particular category of construction, >>and set forth in an Implementing Order approved by the Board<< as described in subsection (a) above>>, unless specifically exempted in the Implementing Order<<.
- (c) Standard for County-financed, County-leased, and County-operated buildings >>and for buildings that are constructed on County-owned property<<. The Sustainability Manager shall evaluate and propose criteria for the use of green building practices in connection with ~~[[County-financed, County-leased, and County-operated]]~~ buildings >>that are financed, leased, or operated by the County or that are constructed on County-owned property with project costs greater than the threshold set forth in an Implementing Order, including, but not limited to, public private partnership projects<<. The criteria shall be set forth in an Implementing >>Order<< ~~[[Regulation]]~~ to be approved by the Board of County Commissioners.
- (d) >>Standard for infrastructure projects. To the extent not already covered by the provisions of this article, all infrastructure projects that are built or financed by the County, that will be owned by the County, or that are built on County-owned property with project costs greater than the threshold set forth in an Implementing Order, shall adhere to the nationally recognized rating system standards designated by the Sustainability Manager for that particular category of construction, and set forth in an Implementing Order as described in subsection (a) above.

(e) ~~Interpretations, and~~ substitution of standards, and exemptions ~~[[and waivers]]~~. The Sustainability Manager shall establish such processes, policies, and procedures as may be necessary to guide the consideration of requests for interpretations of this Article, substitution of standards, or for exemption ~~[[or waiver]]~~ from the requirements of this Article.

Section 3. Section 2-1 of the County Code is hereby amended to read as follows:

Sec. 2-1. Rules of Procedure of County Commission

* * *

Rule 5.09. **STATEMENT OF CONSIDERATION OF IMPACT OF SEA LEVEL RISE**

For all agenda items brought to the Board that relate to the planning, design and/or construction of County infrastructure projects, including but not limited to, County building elevation projects, County installation of mechanical and electrical systems, County infrastructure modifications and County infrastructure renovations, the Mayor or Mayor’s designee shall include a statement in the item that the impact of sea level rise has been considered in the project.

>>Rule 5.10 STATEMENT OF COMPLIANCE WITH SUSTAINABLE BUILDINGS REQUIREMENTS

Prior to the placement on the agenda of any item brought to the Board seeking the approval of an advertisement, competitive solicitation, or contract award that relates to the planning, design, construction, management, renovation, maintenance, or decommissioning of any infrastructure project or building where said infrastructure project or building is owned, financed, leased or operated by the County or is to be constructed on County-owned property, the Mayor or Mayor’s designee shall be provided a copy of the proposed item and shall prepare a statement of compliance with sustainable building requirements, and such statement shall be included as part of the agenda.

The statement of compliance with sustainable buildings requirements shall indicate: (1) whether the project or contract adheres to the standards and criteria set forth in chapter 9, article III of the Code, entitled “Sustainable Buildings Program,” and in the associated Implementing Order, as such may be amended

from time to time; and (2) whether a substitution of standards or exemption from any of the standards and criteria referenced in subsection (1) above has been obtained or will be sought.

For all of the above-mentioned agenda items, an item shall not be placed on an agenda without this required statement of compliance with sustainable buildings requirements.<<

* * *

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

September 1, 2022

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Abbie Schwaderer-Raurell
Monica Rizo Perez

Prime Sponsor: Commissioner Eileen Higgins

MEMORANDUM

Agenda Item No. 7(D)
(Second Reading: 3-2-21)
December 15, 2020

TO: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

DATE:

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Ordinance relating to procurement of iron and steel; creating section 2-8.2.6.1 of the Code; creating the Buy American Iron and Steel Products Procurement Program; providing that solicitations and contracts for certain public improvement projects must require the use of iron and steel products produced in the United States; providing exceptions; exempting certain projects

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez and Co-Sponsors Commissioner Rebeca Sosa and Senator Javier D. Souto.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: March 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Fiscal Impact Statement for Ordinance Relating to Procurement of Iron and Steel

The implementation of this ordinance will have a fiscal impact to Miami-Dade County as vendors will most likely pass any additional expense to the County by including any additional costs in newly established contracts impacted by this change.

A handwritten signature in black ink that reads "Edward Marquez".

Edward Marquez
Chief Financial Officer

FIS 01621 202416

Memorandum



Date: March 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava". The signature is written in a cursive style.

Subject: Social Equity Statement for Ordinance Relating to Procurement of Iron and Steel

It is anticipated that social benefits would follow the implementation of this ordinance, including but not limited to, the improved standing of many American firms engaged in the business of iron and steel production, an increase in the number of associated jobs in this country, and support of the economy.

A handwritten signature in black ink that reads "Edward Marquez". The signature is written in a cursive style.

Edward Marquez
Chief Financial Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

DATE: March 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 7(D)

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 present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(D)
3-2-21

ORDINANCE NO. _____

ORDINANCE RELATING TO PROCUREMENT OF IRON AND STEEL; CREATING SECTION 2-8.2.6.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; CREATING THE BUY AMERICAN IRON AND STEEL PRODUCTS PROCUREMENT PROGRAM; PROVIDING THAT SOLICITATIONS AND CONTRACTS FOR CERTAIN PUBLIC IMPROVEMENT PROJECTS MUST REQUIRE THE USE OF IRON AND STEEL PRODUCTS PRODUCED IN THE UNITED STATES; PROVIDING EXCEPTIONS; EXEMPTING CERTAIN PROJECTS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the Buy American Act of 1933, codified at section 83 of title 41 of the United States Code, requires that the federal government in procurement and certain matters involving federal financial assistance use American products for the purchase or acquisition of goods, products or materials, as defined in the Buy American Act, whenever possible with some exceptions; and

WHEREAS, multiple states and local governments across the United States have adopted similar Buy American laws, particularly, pertaining to the purchase of iron and steel products in public improvement projects; and

WHEREAS, this Board likewise desires to enact Buy American legislation setting forth procurement and contracting requirements that iron and steel products utilized in certain Miami-Dade County public improvement projects be produced in the United States,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 2-8.2.6.1 of the Code of Miami-Dade County, Florida, is hereby created to read as follows:

Sec. 2-8.2.6.1. Buy American Iron and Steel Products Procurement Program.

(1) Policy and Scope: This section shall be known as the “Buy American Iron and Steel Products Procurement Program” and is intended to set forth requirements to use iron and steel products produced in the United States for construction contracts that are subject to approval or ratification by the Board of County Commissioners.

(2) Definitions.

For purposes of this section:

- a. “County Mayor” wherever used in this section shall mean the County Mayor and his or her designee.
- b. “Iron and steel products” shall mean products made primarily of iron or steel, including, but not limited to, lined or unlined pipes and fittings, bars and rods, wire, wire ropes and link chains, forgings, manhole covers and other castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, materials made primarily of iron and steel within precast concrete, and other construction materials made primarily of iron or steel.
- c. “Manufacturing process” shall mean the application of a process to alter the form or function of materials or elements of a product in a manner that adds value and transforms the materials or elements into a new finished product, but does not include the process of merely placing the materials or elements on a construction site or assembling finished materials or elements into a product.
- d. “Produced in the United States” shall mean, with respect to iron and steel products, a product for which all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives.

- e. “Project” shall mean a construction contract between Miami-Dade County and a private contractor for public improvements that is subject to the approval or ratification by the Board of County Commissioners.
- (3) Iron and Steel Products Procurement and Contracting Requirement: All solicitations and contracts for projects in which iron and steel products shall be used shall include terms and specifications requiring that any iron and steel products produced through a manufacturing process and used in the project be produced in the United States.
 - (4) Exceptions: The requirement set forth in subsection 3 shall not apply, if:
 - a. iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - b. upon a written recommendation of the County Mayor approved by a majority vote of the Board members present, compliance with the procurement and contracting requirements in subsection 3 are not consistent with the best interests of the public.
 - (5) Federal law, Florida law and International Agreements: This section shall be applied in a manner consistent with existing federal law, State of Florida law and any obligations applicable to Miami-Dade County under international agreements.

Section 2. The requirements of this ordinance shall not apply to any project that was advertised for competition or is under contract before the effective date of this ordinance.

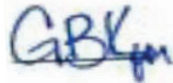
Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Eduardo W. Gonzalez

Prime Sponsor: Commissioner Joe A. Martinez

Co-Sponsors: Commissioner Rebeca Sosa
Senator Javier D. Souto

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1

STANDARD CONSTRUCTION
GENERAL CONTRACT CONDITIONS

STANDARD CONSTRUCTION
GENERAL CONTRACT CONDITIONS
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1. DEFINITIONS

(June 12, 2012)

Addendum/Addenda: A modification or clarification of the Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Allowance Account (General): 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. Performance of work, if any, under this Allowance Account shall be authorized by 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 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, including but not limited to the 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, the term "Owner" may be substituted for Architect/Engineer.

Art in Public Places: Miami-Dade County program established through Ordinance #94-12 and codified in Miami-Dade County Code Section 2-11.15 providing 1.5% of each County project's capital 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.

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-Built). Final payment is conditional upon the receipt of As-Built 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: 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.

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.

Consultant: See Architect/Engineer.

Contract Documents: Bid Documents, Change Orders, Payment and Performance Bonds, Work Orders, Approved Schedules, all Contractual Forms, 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 into a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

Contract Time: The number of days allowed for completion of the Work commencing with the effective date of Notice to Proceed. 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 Manager: The County Manager of Miami-Dade County, Florida.

County Mayor: The Mayor of Miami-Dade County, Florida.

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.

Days: Unless otherwise designated, days mean calendar days.

Department Director: The Director of the Miami-Dade County Department implementing the work.

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, fair 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.

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.

Final Acceptance: The formal written acceptance by the Owner of the completed work.

Final Completion: Point in time when the Owner determines that all Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion and Punch List have been corrected to the satisfaction of the Owner or Architect/Engineer including but not limited to all required final

inspections, close-out documents, delivery of all spares and extra materials and activation of warranties as required. A Certificate of Final Acceptance shall be issued to the Contractor by the Owner upon Final Completion.

Force Account: A method of payment measured by actual cost of the labor, materials and equipment plus a 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.

Fragnet: A fragment or selected portion of the Schedule network and/or network of proposed changed work activities.

Furnishing: Manufacturing, fabricating 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, that will be deducted from the Contract Sum for each Day of delay due to a Non-excusable Delay.

Liquidated Indirect Costs Rate: The amount, stipulated in the Contract Documents, that 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' 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.

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.

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. Where applicable, the Owner acts through its Architect/Engineer or Field Representative. 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 Bonds: Bonds 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. These bonds shall be two separate bonds, one bonding payment and one bonding performance. Each bond shall be for no less than 100% of the total maximum contract amount.

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.

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.

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.

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.

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 to 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

(June 12, 2012)

- 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 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.
- 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, 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.
- 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) Construction Contract
 - 4) Addenda
 - 5) Special Provisions
 - 6) General Conditions
 - 7) Technical Specifications
 - 8) Contract Drawings
 - 9) Referenced Codes and Standards
 - 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. 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 estop 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 Architect/Engineer and/or 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 of the 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 or Work Order.
- Q. All Requests for Information by the Contractor per this section shall be in accordance with the Contract Documents.

END OF ARTICLE

3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE

(June 12, 2012)

- 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 or 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. 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.

END OF ARTICLE

4. OWNER
(June 12, 2012)

- 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 backcharge the Contractor for the cost incurred. The cost of backcharge 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, the costs as provided herein. The Owner's right to backcharge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of backcharge 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. 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 determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.
- F. The Field Representative will 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.
- G. 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.
- H. 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.
- I. The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract. 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.

- J. 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 Field Representative and/or the Architect/Engineer so that the aforementioned portions of the Work may be inspected as needed.
- K. 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.
- L. 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.
- M. 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.
- N. The Field Representative shall decide all questions relating to the rights of different prime Contractors on the Project or site.
- O. 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.
- P. 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 (DTPW), Fire-Rescue (MDFRD) and Water & Sewer (WASD) or their successors.

END OF ARTICLE

5. CONTRACTOR

(June 12, 2012)

- 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. Upon approval of the Contractor's schedule by the Owner, the Contractor will submit written confirmation from all his Subcontractors agreeing to work within the timeframes specified in the Contractor's approved schedule.
- 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. This 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.
- 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.

END OF ARTICLE

6. SUBCONTRACTORS

(June 12, 2012)

- 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.
- 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 approved 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 25 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. The materials produced by other than the Contractor's forces shall be considered as being subcontracted. 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 ten percent (10%) 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 CSBE program requirements. The forms used to provide the required information shall be the same as those included in the Forms 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 Ordinance 97-104, codified in 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

(June 12, 2012)

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 Contract Documents shall be permitted without the prior written approval of the Architect/Engineer and/or Owner, by Work Order or Change Order, which approved deviation(s) shall be documented to the extent required by 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 specify the use of certain methods and equipment, such methods and equipment shall be used unless others 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, and he 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 specified, 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.

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 established Green Building or LEED standards, if applicable, and as established in the Contract Documents. 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.
- 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 concept and has a proven record of performance and availability.
- 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 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.
 - 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 Owner 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.

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, approvals, etc.
- 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 Department of Environmental Resources Management (DERM), Florida Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (USEPA) 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.

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 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, and municipal agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

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 Owner-owned property outside the Work Site without obtaining prior written approval from the Owner.

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 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 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.

K. Emergencies

- 1) In an emergency affecting the safety of life, the Work, or adjacent property, the Contractor shall notify the Field Representative and the Architect/Engineer as early as possible that an emergency exists. In the meantime, without special instruction from the Architect/Engineer 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 Field Representative and the Architect/Engineer may issue instructions, which the Contractor shall follow. The compensation to which the Contractor is entitled on account of emergency work, if any, shall be limited to emergencies not caused by actions or inactions of the Contractor determined in accordance with the Contract Documents, where applicable.
- 2) For purposes of this article, an emergency is defined as an act or event that has already occurred, 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 well being 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.

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.
- 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 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. 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 reasonable 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

(June 12, 2012)

A. Notice to Proceed

- 1) The Owner may issue authorization to obtain permits to the Contractor after the Contractor has executed the Contract and has delivered the specified bonds and certificates of insurance in forms acceptable to the Owner, for the limited purpose of obtaining all necessary permits to complete the work. 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. Upon the Contractor providing satisfactory evidence of obtaining the permits, the Owner will issue 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 date shown on the Notice to Proceed.
- 2) 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 periodically update schedules in strict accordance with the Contract Documents. The Special Provisions shall contain specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates.
- 2) The Contractor shall prosecute the Work in accordance with the approved baseline 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. In addition, the Contractor shall revise his schedule to reflect these recovery actions and submit it to the Owner for review and approval it being understood that such approval 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 (critical path is defined as the path with the least amount of float) of the approved baseline schedule or most recently approved revision to the baseline; 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 scheduling 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 may cover, in addition to the direct cost due as a result of the changes, Liquidated Indirect Costs as specified in the Contract Documents.

- d. Concurrent delays involve two or more delays to the critical path occurring at the same time, either of which, had it occurred alone, would have affected the end date of the Project. In that event, the Contractor's sole remedy is a time extension and relief of Liquidated Damages with no compensation for extended cost for the concurrency delay period.
 - 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 cause or causes of delay. 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 number of days actually delayed, the appropriate Contract

Document references, and the measures taken to prevent or minimize the delay. 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. 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 normals, 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 shall be considered to be a rain 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 Consultant and/or 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 a Contract change extends 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 Consultant and/ or 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 which was not foreseeable by Contractor at the time this Contract was entered into, Contractor shall, provide immediate verbal notification with written notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. Within two (2) calendars days of the termination of any such delay, Contractor shall file a written notice with the Architect/Engineer specifying the actual duration of the delay. 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 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 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 forty-eight (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 by the BCC, 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, only the BCC shall grant final written approval of all Change Orders, including additional money or extensions of time. All change orders shall be in full accord with the Contract Documents.
- 7) For the proper format to be used in submitting requests or claims for time extensions, refer to applicable sections of the Contract Documents.

- 8) Extensions of time shall be in accordance with Section 9-3 of the Code of Miami-Dade County, as applicable.

D. Substantial 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 "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 sixty (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 Contractor 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 ten (10) calendar days notice to the Contractor, have the work performed by others and backcharge the Contractor for all Direct and Indirect Costs related to performing this work. In the event that the Owner chooses to have the work completed by others, there shall not be any further non-excusable delays charged to the Contractor beyond the ten (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 backcharges, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any backcharge, 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-Builts, 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 beneficially 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 the Work other than that resulting from the Contractor's fault or negligence or breach of warranty. 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. Refer to Article 1.07, LIQUIDATED DAMAGES for the liquidated damages applicable to this project.
- 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.

(Amount of Bid x 8%) less any General Requirements items paid independently/individually
Original Contract Duration (In Days)

- 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.

END OF ARTICLE

9. PROGRESS PAYMENTS

(June 12, 2012)

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. Unless the Special Provisions provide for the payment to be determined by using a cost-loaded CPM, the Contractor shall, within 15 days after Notice-to-Proceed, 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.
 - a. The unit prices shall be in proper balance and shall be subject to approval by the Owner. In the preparation of estimates, the Owner, at its sole discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the Work Site may also be taken into consideration under this article when the Contractor furnishes satisfactory evidence that it will be utilized on the work covered by this Contract.
- 3) In making such progress payments, a maximum of ten-percent (10%) or a minimum of five-percent (5%), as may be amended in the Contract Documents, of the estimated amount shall be retained from each progress payment made to the Contractor until Fifty-Percent (50%) Completion of the work has been established. Fifty-Percent (50%) completion is defined as the point in time when at least 50% 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 shall be reduced by 50% or not to exceed five-percent (5%) and the accumulated excess amount of retainage will be released to the Contractor, unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the Owner or Contractor. If, at the discretion of the Owner, any time after Fifty-Percent (50%) Completion of the work has been established, the Owner finds that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. 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, material-men and suppliers. The contractor shall remit payment due to subcontractors within ten (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.
- 6) No progress payments will knowingly be made for work not in accordance with this 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. The Contractor shall certify 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. 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 seventy percent (70%) 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.

- 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.

D. Contract Prices – Bid Form

- 1) 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.

E. 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 therefore.
- 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.

END OF ARTICLE

10. CHANGES

(June 12, 2012)

A. Changes

- 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.
- 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 a reasonable time 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 disputes 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 his proposed cost to perform said Extra Work will in no event include a rate for overhead in excess of fifteen percent (15%).

- b. For Extra Work performed by a Subcontractor's forces, the Contractor agrees that his proposed cost to perform said Extra Work will in no event include Overhead in excess of fifteen percent (15%). 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 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 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 (General) 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: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; 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% 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%, 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% or below 75% 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 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.

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 thirty (30) days, use the weekly rate.
 - iii. Greater than thirty (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 forty (40), or the monthly rate divided by one hundred and seventy-six (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 one hundred and seventy-six (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 forty five (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 one hundred and seventy six (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 G. 2 below.

F. Differing Site Conditions

- 1) The Contractor shall immediately, and before such conditions are 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 and 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 as specified below.
- 2) The following percentages will be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Contract Amount or for work performed on either a negotiated lump sum basis or a Force Account basis:
 - a. Extra Work Performed directly by Contractor's Own Forces: The Contractor may add up to a maximum fifteen percent (15%) mark-up on the actual Direct Cost of the Extra Work, subject to review and approval by the Architect/Engineer, as direct compensation for Overhead. A 10% mark-up will be added to all negotiated credit amounts for deleted work not performed to cover Overhead.

- b. Extra Work Performed by a Subcontractor or any Sub-tier Subcontractor: The Subcontractor may add up to a maximum fifteen percent (15%) mark-up on the actual Direct Cost of the Extra Work as direct compensation for Overhead. The Contractor may add a five percent (5%) mark-up on the Subcontractor's actual Direct Cost as Contractor's Overhead. A 10% additional credit will be added to all Subcontractor negotiated credit amounts for deleted work not performed to cover quality control, supervision, coordination, overhead, small tools and incidentals.
- 3) 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

- 1) The Contractor may at any time submit to the Architect/Engineer for his review proposed modifications to the Contract Documents, 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:

- a. Will result in a net reduction in the total Contract amount;
- b. 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;
- c. Will not require an unacceptable extension of the Contract completion time; and
- d. Will require a change in the Contract Documents and such change is not already under consideration by the Owner.

- i. 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.
 - ii. 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.
 - iii. 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 he will be liable for the cost incurred by the Owner in reviewing the proposal.
 - iv. 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

(June 12, 2012)

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 forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.
- 3) It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the 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 ongoing 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:
 - a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
 - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
 - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
 - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and

predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.

- e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
- f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
- g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.
- h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs: (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).
- i. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay item and Construction Specification Institute (CSI) Division.
- k. The documentation for budgeted cost shall, as a minimum, include:
 - i. Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.
 - ii. Copies of all executed subcontracts.
 - iii. Other related budget documents as requested by the Architect/Engineer.

1. 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.
 - m. The Contractor shall make all his books, employees, work sites and records available to the Owner or its representatives for inspection and audit.
 - n. No payment shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.
- 6) 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 sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the 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 regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

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 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 Office of the Mayor (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 bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.
 - d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and

closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.

- e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.
- f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims. As indicated previously, the decision of the Department Director or OOM designee is not binding on the parties, but will be admissible in a court of competent jurisdiction.
- g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.
- h. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the 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 ten (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 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. The Contract will 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 he 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

(June 12, 2012)

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 the provisions of the Code of Miami-Dade County governing Community Small Business Enterprises (CSBEs) as applicable.
- 2) 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 CSBE firms.
- 3) In addition the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, regarding how documents to which the Contractor has access 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 (Not applicable where Federal/Station for funded projects)
- 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 ten (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

- 1) 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 Bonds

- 1) The Contractor shall, as a condition of contract, provide to the County two separate bonds, one bonding payment and one bonding performance. Each

bond shall be for no less than 100% of the total maximum contract amount. The payment bond and performance bond shall be in the forms requested under Sections 713.23 and 255.05, respectively, of the Florida Statutes. These bonds shall be in substantial compliance with the requirements of the forms attached hereto as _____.

- a. The 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 (Total Contract) Amount</u>	<u>Best's 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
\$5,000,000 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 amounts 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 Payment and Performance Bonds for a surety company must file with such Bonds 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 Bonds 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 Bonds 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 Bonds 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 good and sufficient Bonds in lieu of Bonds executed by such Surety.
- 10) Cancellation of any Bonds, or non-payment by the Contractor of any premium for any Bonds 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. 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.

O. 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.

END OF ARTICLE

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

ATTACHMENT A

- **Certificate of Acceptance for Substantial Completion**
- **Certificate of Final Acceptance**

CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

RPQ 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, DSWM 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

RPQ No.:
Description:
Address:
Consultant:

Contractor:
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

:

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

ATTACHMENT B - FEMA

Attachment B

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor,

, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____	_____
By: _____	Miami-Dade County
Signature	Sub-Recipient's Name
_____	_____
Name and Title	DEM Contract Number
_____	_____
Street Address	FEMA Project Number

City, State, Zip	

Date	

MIAMI-DADE PUBLIC LIBRARY SYSTEM
BID DOCUMENTS

SUBJECT: SOLICITATION NO: 7360: LC-RENO-23-R1

**TITLE: LEMON CITY LIBRARY BRANCH INTERIOR RENOVATION, ROOF REPLACEMENT, AND
NEW IMPACT WINDOWS AND DOORS**

**PROJECT NO. LC-RENO-23-R1
RPQ NO. LC-RENO-23-R1**

MDPLS SUPPLEMENTAL CONDITIONS

**Miami-Dade Public Library System
SUPPLEMENTAL CONDITIONS**

1.0 CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for taking steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to do so will not relieve him from responsibility for successfully performing work without additional expense to MDC. MDC will not be responsible for any understanding or representations concerning conditions unless such understanding or representations are expressly stated in the Contract.

To ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of the State of Florida and the United States of America. 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.

2.00 INSPECTION

A. Work (which term includes but is not restricted to materials, workmanship and manufacture and fabrication of components) will be subject to inspection and test by the Engineer at all reasonable times and at all places prior to acceptance. Such inspection and test is for the sole benefit of MDC and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the Contract Documents. Except to the extent specified in writing by the Engineer, no inspection or test by the Engineer shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of MDC after acceptance of the completed work.

B. The Contractor shall, at his own expense, replace any material or correct any workmanship found not to conform to the Contract requirements, unless MDC consents in writing to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at his own expense.

C. If the Contractor does not promptly replace rejected material or correct rejected workmanship, MDC (1) may, by separate Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, (2) may terminate the Contractor's right to proceed in accordance with TERMINATION FOR DEFAULT-DAMAGES.

D. The Contractor shall promptly furnish, at his own expense, all facilities, labor, and material needed for performing such safe and convenient inspections and tests as may be required in the Technical Specifications and/or required by the Contractor. The Contractor shall give the Engineer ample notification of inspections and tests and the Engineer will perform, except as otherwise specifically provided, said inspections and tests in such manner as not to unnecessarily delay the work. MDC will have the right to charge to the Contractor any additional cost of inspections or tests when material or workmanship is not ready at the time indicated in the Contractor's notification for inspection or test or when re-inspection or retest is necessitated by prior rejection.

E. Should it be considered necessary, before acceptance of the entire Work, to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary labor and material therefor. If such work is found to be defective or non-conforming in any material

3.0 AUTHORITY AND DUTIES OF THE OWNER'S REPRESENTATIVE

A.1 The Owner's Representative 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 Owner or Owner's Representative shall decide all questions which may arise as to the interpretation of the Contract 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.

A.2 The Owner's Representative is not authorized to revoke, alter, or waive any requirement of the Contract. Where the Contract Documents provide for decisions or other actions by the Owner, the same shall be final and binding upon the Contractor. The contractor shall follow the requirements of GC Article 36, in all cases where it believes such decisions or actions by the Owner or Owner's Representative have resulted in additional work not covered by the Contract.

A.3 The Owner or Owner's Representative shall have free access to the work and materials at all times to facilitate the performance of his duties.

A.4 The Owner's Representative shall call the Contractor's and Owner's attention to faulty workmanship or defective materials and the Owner or Owner's Representative may reject work and materials not conforming to the requirements of the Contract Documents. The fact that the Owner's 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 Owner or Owner's Representative from subsequently rejecting said materials or work. When any work in progress does not meet the requirements of the Contract Documents, the Owner or Owner's Representative shall have the authority to order the Contractor to shut down that portion of the work affected and shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Owner or Owner's Representative's order to shutdown will not be accepted or paid for. Work rejected by the Owner or Owner's Representative will not be paid for.

A.5 When any portion of the work is to be performed away from the Site, the Contractor shall notify the Owner's Representative in reasonable time where and when such work is to be done and shall make arrangements for access thereto by the Owner or Owner's Representative in order that same may be inspected by him.

A.6 The Owner or Owner's Representative 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 Owner or Owner's Representative discovers any work in progress or completed that does not meet the requirements of the Contract Documents, the Owner or Owner's Representative 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 Owner or Owner's Representative will not be paid for. Any such observation and/or rejection of the work and actions by the Owner or Owner's Representative, as herein provided, shall not be construed as

undertaking supervisory control of the design or 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 including the responsibility for quality control; the Contractor shall not request or attempt to require the Owner or Owner's 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. A.7 If the Owner or Owner's 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.

A.8 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.

A.9 The Owner or Owner's Representative 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.

A.10 The Owner or Owner's Representative shall not be responsible for any safety obligations imposed on the Contractor by applicable industry standards, licensing requirements, laws or regulatory requirements.

A.11 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.

A.12 The County shall all the rights as specified throughout the contract documents. All the contractor's correspondence and communications related to the Contract and the work shall be directed to the County.

4.00. AUTHORITY AND DUTIES OF THE FIELD REPRESENTATIVE

B.1 The Consultants to MDPLS may also serve as the Field Representative.

B.2 The Field Representative will administer the Contract and the orders of the Owner are to be given through the Field Representative. The Field Representative shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract.

B.3 The Field Representative will 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.

B.4 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.

B.5 When any work in progress 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 and 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.

B.6 The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract.

B.7 When any portion of the work is to be performed away from the site, the Contractor shall notify the Field Representative, in reasonable time, where and when such work is to be done, and shall make arrangements for access thereto by the Field Representative in order that same may be inspected by him.

B.8 The Field Representative shall have the right to reject any material or work performed which does not meet the requirements of the Contract Documents. When the Field Representative discovers any work in progress that does not meet the requirements of the Contract Documents, the Field Representative 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 Field Representative will not be paid for.

B.9 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.

B.10 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.

B.11 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.

B.12 The Field Representative shall decide all questions relating to the rights of different contractors on the project.

B.13 If the work is not performed to the standard required by the Contract Documents. The work will be required to be removed immediately. Should the work be 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.

B.14 If the Field Representative discovers any work done or materials used which are not in compliance with the Contract Documents, such work or materials shall be reported to the Owner or Authorized Representative and shall be replaced at the Contractor's expense.

B.15 The Field Representative shall not be responsible for any safety obligations imposed on the Contractor by applicable industry standards, licensing requirements, laws, or regulatory requirements.

5.00. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

C.1 The Contractor shall be responsible for the complete performance for all 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 and obtaining all required permits for the performance of the Work.

C.2 The Owner reserves the right to permit reasonable access to the Work Site for the performance of work by other contractors and persons at such times as the Owner deems proper. However, such access shall be coordinated with the Contractor. The exercise of such reserved right shall in no way, nor to any extent, relieve the Contractor from liability for loss and damage to the work due to, or resulting from, its operations or from responsibility for complete and timely performance of the Contract. The Contractor shall cooperate with other contractors and persons in all matters including matters requiring common effort to prevent and/or minimize any disruption and/or delays to either the Contractor's Work or the work of others at the work site.

C.3 The Contractor shall exercise diligence and attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and other contractors in every way possible. The Contractor shall coordinate the performance of Work with those public utilities, governmental bodies, private utilities, and other contractors, performing work on, or adjacent to, the Work Site. The Contractor shall eliminate or minimize delays in the Work and conflicts with those utilities, bodies, and contractors.

C.4 The Contractor shall maintain the Work during construction and until the Work is accepted. All deliveries shall be F.O.B. Site.

C.5 Until Substantial Completion or Beneficial Occupancy by the Owner of any part or all of the work as provided in these Contract Documents, it shall be under the charge and care of the Contractor, and he shall take every necessary precaution to protect against loss or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good at his own expense all loss or damage to any portion of the work occasioned by any of the foregoing causes before its completion and acceptance.

C.6 The Contractor shall be responsible for scheduling and coordinating the work of all Contractor's crafts and trades 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 equipment of the Contractor or his subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of Direct Costs can be requested by or granted to the Contractor or any of his subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or equipment.

C.7 The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The operation of equipment of such weight or so loaded to cause damage to structures or to any other type of construction will not be permitted. The hauling of materials over the base course or surface course under construction shall be limited as directed or as specified in the Contract Documents. The Contractor shall be responsible for all damage done by its hauling equipment and shall correct such damage at its own expense. The Contractor shall set the Work Site operations to areas permitted by law, ordinances, rules, regulations, permits, and the Contract. The Contractor shall consider the safety of the Work and that of the people and property on and adjacent to the Work

Site when determining amount, location, movement, and use of materials and equipment on the Work Site.

C.8 The Contractor shall not load the Work Site with equipment and products which would interfere with the Work of other contractors. Only equipment, tools or materials required for this Work may be stored at the Work Site.

C.9 The Contractor shall protect products, equipment and materials stored on the Work site.

C.10 The Contractor shall relocate at no cost to the Owner stored products, equipment and materials which interfere with the operations of the Owner, government bodies, public and private utilities, and other contractors.

C.11 All lands for use as construction staging and lay down sites and storage sites will be provided by the Contractor.

C.12 The Contractor shall be responsible for the total management of the Work under this Contract, pursuant to the terms and conditions hereof. The Contractor shall be responsible for establishing the required organization and procedures and for providing personnel and supporting equipment/facilities to ensure that the Project is completed within the time schedule set forth herein. These Contractor responsibilities shall apply from the Notice To Proceed until the completion of the Work and Final Acceptance of the Facility by the County.

The key members of the Contractor's Project management team shall each be experienced in the activities of their assigned roles. Experience with the specific scope of work and type of facility must be embodied in the Project management team. All key members of the Project management team shall be able to adequately communicate in the English language. The Contractor, individuals and/or entities constituting the Contractor and the officers or directors of the Proposer or entities, or key members of the Project management team shall have a record of past performance sufficient to ensure that they have the experience, competence, and integrity to successfully complete a Contract of this magnitude. These requirements must be identified and demonstrated in the Proposer's response to the Request for Proposals and must be approved by the County for the Work efforts to be provided.

C.13 All communications, whether oral or written, reports, drawings, and documentation, concerning or in any way related to this Contract shall be in the American English language according to Webster's New Collegiate Dictionary, G. & C. Merriman Co. The system of units used in all reports and analyses (e.g., weights, measures, forces, pressures, stresses, energy, power quantities, heat quantities, etc.) and all design that is unique to the System shall be as commonly used in the United States (i.e., English units). The primary system of units shown in all documentation and drawings that are not unique to the System shall be the system of units in which the design was originally carried out, with applicable equivalents in English (or metric units, as appropriate) shown in parentheses.

C.14 All the Contractor's activities shall be under the direction of the Contractor's Project Manager who shall be the principal contact between the Contractor and the County. The County shall have the right to accept (or reject) the Contractor's Project Manager and individual members of the key management and technical staff at any time during the Contract. Any such rejected Contractor Project Manager or key management or technical staff person shall be removed from the Project and replaced with a person who possesses the requisite knowledge, skills, and experience acceptable to the County, within a reasonable amount of time. Also, once the County's acceptance has been received as aforesaid, no such accepted personnel may, for so long as such personnel remain in the employ of the Contractor or any entity affiliated with the Contractor

or its constituent partners or shareholders, be removed from the Project without the prior written consent of the County.

6.00 WORK SCHEDULE

D.1 The Contractor shall be prepared for the County's review and acceptance a detailed final Work Schedule. The final Work Schedule shall be a time-scaled, bar chart summary of the Network Analysis showing the order in which the Contractor proposes to carry out all Work covered under this Contract. This final Work Schedule shall be an expansion of the preliminary Work Schedule submitted and accepted by the County and shall contain all the milestones and intermediate milestones of the Schedule of Values.

Using a bar chart format keyed to the WBS, the Contractor's final Work Schedule shall indicate all major items of design, construction, procurement, installation and testing, the earliest activity starting and finishing times, the dates for starting and completing each item, and any slack or float for each item. Activities with total float less than ten days shall be identified as critical. Work items shall be listed in sequence and times given in days.

The Contractor shall maintain and update the final Work Schedule monthly showing the actual progress made and any schedule revisions. The Contractor shall also update the final Work Schedule any time that changes in the design, construction, procurement, or installation cause any major change in the overall schedule; if necessitated by identification of conditions that may adversely affect the schedule; or when requested by the County. All schedule revisions shall require a written explanation by the Contractor and acceptance by the County. The Contractor shall propose adequate time periods within its schedule for County review. Review periods are subject to County acceptance. If the Contractor's monthly Work Schedule or Network Analysis update reflects, or the County determines, that the Contractor is at least ten percent or 14 or more calendar days behind the original progress schedule for:

1. The work as a whole; or
2. A major contract item; or
3. An item of work that is on the critical path; or
4. An item of work not on the original critical path that, because of the delay or anticipated delay, became a critical path item; then,

The contractor shall submit with the monthly work schedule and network analysis update its proposed plan for bringing the work back on schedule and completing the work within the contract time for completion.

7.00 NETWORK ANALYSIS

The Network Analysis and Work Schedule shall be prepared using Primavera and transmitted to MDLPS. The Contractor shall provide the accepted software and supporting hardware in two locations to be identified by the County, and, if required, shall provide training of the County-designated personnel. The County shall have read-only access to the Contractor's computerized Network Analysis and work schedules tools. This access shall be for monitoring only and the County shall not be able to input changes through their software. The Contractor shall not artificially improve its progress by revising logic restraints or shortening planned activity durations on the schedule. The Contractor may improve its progress by performing sequential activities concurrently or by performing activities more quickly than planned, but such improvements shall not be recorded on the schedule until they have actually been achieved by the Contractor.

It is understood and agreed that when the Contractor falls behind in meeting the schedule as presented in the current monthly Project Work Schedule update, the Contractor has extended the critical path for achieving Project completion. In this instance, Contractor shall be subject to Liquidated Damages.

8.00 MONTHLY PROGRESS REPORT

Every month the Contractor shall submit to the County ten copies of a Monthly Progress Report with its Application for Payment. The report shall contain the following sections:

- A. Executive summary
- B. A schedule status report, including a work schedule showing scheduled and actual progress to date for each work element, derived from the Network Analysis, and containing a textual description of the progress of the work. The report shall discuss the major steps of the work, along with the planned and actual dates of progress and completion forecasts. The report shall focus on any out-of-schedule and /or problem items and shall present the contractor's plan for correcting the deviations.
- C. Status of payments, retention, and withholding.
- D. A forecast of the amounts of future applications for payment over the next six months.
- E. An updated Network analysis, with all the changes highlighted.
- F. An updated work schedule, with all revisions highlighted.
- G. An updated schedule of values, with all revisions highlighted.
- H. An updated submittal schedule, with all revisions highlighted.
- I. An updated WBS, with all revisions highlighted.
- J. Status of action items resulting from meetings
- K. Task activities planned for next month.
- L. Identification of any quality assurance problems
- M. Construction and manufacturing critical issues.
- N. Status of inspections, testing and acceptance activities
- O. Progress photos
- P. DBE status
- Q. Copies of logs for incoming and outgoing correspondence and documents for the report period
- R. Release of liens from subcontractors, and suppliers
- S. Buy American status for steel and iron products.
- T. Certification and mark up updates for as-builts record documents.

The exact format and detail level required for the monthly progress report shall be established jointly by the County and the contractor within 30 days after NTP based on a proposed format prepared by the Contractor and accepted by the County. The monthly progress report shall be submitted in hard and electronic copies as accepted by the County.

9.00 MEASURES OF NONCOMPLIANCE

If the Contractor fails to submit any of the above-described plans, schedules, and/or reports within the specified time and in the specified manner, the County may withhold payments.

10.00 AS-BUILT RECORD DOCUMENTS

The as-built record documents and the as-built deliverables shall be signed and sealed by the contractor's registered engineer to certify that these documents show the complete and exact as-built conditions, stating dimensions, sizes, kinds of materials and similar matters. The contractor shall be responsible for all damages arising from the contractor's failure to maintain or provide accurate as-built record documents and other such information.

As-built record documents: as the work progresses the contractor shall keep complete and accurate field and manufacturing records of all changes or deviations from the contract documents. All such changes shall be neatly and correctly shown on blackline prints of the drawings affected, and other documents with supplemental notes. This set of as-built record drawings shall be kept at the contractor's offices and available for the County's inspection during the project. At the conclusion of the project, the final as-built record documents shall be consolidated, organized, cataloged, certified by a competent professional and submitted to the County.

11.00. SUBSTITUTION

H.1 For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer, together with catalog designation or other identifying information. When Contract Documents specifically disallow substitution, the specified product shall be provided. Alternative material, article, or equipment that is of equal quality and of the required characteristics for the purpose intended may be proposed for use. The Contractor shall submit a substitution request within 45 Calendar Days from the Notice to Proceed or sooner as required by the job progress, in order not to impair the project schedule.

H.2 No request for substitution will be considered unless accompanied by complete information and descriptive data necessary to determine the quality of the proposed materials, articles, or equipment. Samples shall be provided when requested by the Owner. The burden of proof as to the comparative quality or suitability of the proposed materials, articles or equipment shall be upon the Contractor. The Owner's decision in such matters shall be final. In the event that the Owner rejects the use of such substitute materials, articles or equipment, then one of the particular products designated by brand name shall be provided.

H.3 The Owner will examine and review the Substitution request and return it, within 21 Calendar Days from the date of its receipt at the Owner's office, to the Contractor noted with the final decision. If the final decision accepts either an equal or a substitution, the acceptance must also contain the Owner's written acceptance. When requested by the Owner, the Contractor shall resubmit such Design Drawings, Specifications, Shop Drawings, descriptive data and samples as may be required.

H.4 If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents such changes shall be shown in the substitution request and such changes shall be made without additional cost to the Owner.

H.5 Acceptance of another project, by the Owner, of a product other than that specified for this Project does not constitute evidence of its equality with the product specified, or its suitability for this Project.

12.00. STORAGE OF MATERIALS AND EQUIPMENT

L.1 Before commencing work, the Contractor shall consult with the Owner as to the available space for temporary storage of materials, location of temporary structures, if any, equipment, and other property of the Contractor. Relocating for such storage of materials, temporary structures, equipment, and other property shall be temporary, and the Contractor shall be required to relocate the same as directed by the Owner to avoid interference with operations of the Owner or with the work of other contractors on the job site. Temporary structures shall be neat in appearance, shall not constitute a fire hazard and shall be properly maintained.

L.2 Any space that the Contractor may require for plant, equipment, storage, or other purposes, in addition to that set forth above, shall be procured by the Contractor and the cost thereof shall be included in the price(s) bid for the work. Stored materials, structures, equipment, and other property shall remain the property of the Contractor and he shall be solely responsible for the protection of such property from theft, and damage of any sort. To this end, the Contractor shall provide at no additional cost to the Owner all secured enclosures, security personnel, material inventory programs and any other means necessary for the protection of his property. The granting of rights of storage on Owner property shall in no way obligate the Owner for protection or replacement of loss of such stored property.

L.3 Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Materials shall be stored on Owner property or in accepted bonded warehouse(s); materials stored within the project limits shall not create an obstruction to System operation nor shall they interfere with the free and unobstructed movement of work activities of the County, vehicles, or System operations. Unless otherwise shown on the Plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Owner.

L.4 Unless otherwise specified or directed by the Owner, all storage sites shall be restored to their original condition by the Contractor at no additional cost to the Owner.

13.00 QUALITY OF WORK AND MATERIALS

1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new 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 Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

14.00 SIGNS

Q.1 No Contractor sign or other advertising matter shall be permitted on the System and/or within or adjacent to the limits of the project.

Q.2 The Contractor will provide construction signs as required for the Work and as may be requested by the Owner.

15.00. WORKMANSHIP AND UNAUTHORIZED WORK

A. 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 Owner may, in writing, require the Contractor to remove from work any employee the Owner determines incompetent, careless, or otherwise objectionable. Such request shall be at no cost to the Owner. All work and all materials furnished shall be in reasonably close conformity with the requirements that are specified (including specified tolerances) in the Contract Documents, as well as the Contractor's final designs, plans and specifications as reviewed by the Owner.

B. Unauthorized Work: Work performed beyond the lines and grades shown on the Reference Drawings, Working Drawings and approved Shop Drawings or established by the Owner, and Extra 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 all costs for and delays resulting from such work as set out in Paragraph C of SC Article 2, INSPECTION.

C. If the Owner finds the materials furnished, work performed, or the finished product are not within reasonably close conformity with the Contract Documents and Contractor's final designs, plans and specifications, but that the portion of the affected work will, in its opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, it will advise the Owner of its determination that the affected work be accepted and remain in place. In this event, the Owner will determine a basis of acceptance that will provide for an adjustment in the Contract Price for the affected portion of the work. The Owner's determination and recommended Contract Price adjustments will be based on the requirements of the Contract and Contractor's final designs, plans and specifications, good professional judgment and such tests or retests of the affected work as are, in its opinion, needed. Changes in the Contract Price will be made in a Change Order or Work Order, as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner's written orders. For the purpose of this Article, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the requirements of the Contract Documents. The term "reasonably close conformity" shall not be construed as waiving the System Consultant's or the Owner's right to insist on strict compliance with the requirements of the Contract Documents during the Contractor's prosecution of the work, when, in the System Consultant's or the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this Article, the term "reasonably close conformity" is also intended to provide the Owner and System Consultant with the authority to use good professional judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract Documents.

16.00. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK:

D.1 All work that has been rejected by the Owner shall be satisfactorily repaired or if it cannot be satisfactorily repaired, it shall be removed and replaced all at no additional cost to the Owner. Materials not conforming to the requirements of the Contract Documents shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at no additional cost to the Owner.

D.2 Work done without control lines and grades having been furnished by either the Contractor or Owner, work done beyond the scope of the Contract, work done without proper inspections, or any extra work done without written authority, will be at the Contractor's risk, and such work shall not be paid for unless written authorization in the form of a Work Order or Change Order is obtained. In the event written authorization is not obtained, such work shall be removed or replaced by the Contractor, at no additional cost to the Owner, upon the directions of the Owner.

D.3 Work that is defective or Work that fails to conform to the Contract Documents will be at the Contractor's risk, and no payment shall be made for such work. As specified in the Contract Documents or at the option of the Owner, an agreed equitable amount may be deducted from the Contract amount in lieu of replacement or repair of work not fully meeting the requirements of the Contract Documents. Acceptance by the Owner of such deduction shall not modify the requirements of any warranties or guarantees called for by the Contract Documents. Written authorization to leave in place such work must be obtained in the form of a Work Order or Change Order with the appropriate credit to the Owner. In the event written authorization is not obtained such work shall be removed or replaced by the Contractor at no additional cost to the Owner.

D.4 If the Owner so requests, the Contractor shall at any time before final acceptance of the Work, remove or uncover such portions of the finished work as may be directed. After examinations, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. If the Work thus exposed or examined proves acceptable, the uncovering or removing and the replacing of the covering or making good of parts removed shall be at the Owner's expense; but if the Work so exposed or examined proves unacceptable, the uncovering or removing and the replacing of the covering or making good of the defective work shall be at the Contractor's expense.

D. 5 No extension of time will be allowed to the Contractor in connection with the correction of work that fails to conform to the Contract Documents or the Contractor's final designs, plans and specifications.

17.00. CORRECTION OF WORK:

E.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents or the Contractor's final designs, plans or specifications, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting rejected Work, including the cost of the System Consultant's services and the Owner's additional services.

E.2 After being notified in writing by the Owner, of work that is not in accordance with the requirements of the Contract Documents or the Contractor's final designs, plans or specifications, or of any defects in the Work, the Contractor shall promptly commence and prosecute with due diligence all work necessary to fulfill the terms of the Contract, and to complete the Work within a reasonable period of time.

E.3 In the event of an emergency, constituting an immediate hazard to the health or safety of personnel and/or property, the Owner, without prior notice, has the right but not the obligation to undertake all work necessary to correct such hazardous condition. When such condition(s) was caused by the work of the Contractor not being in accordance with the requirements of the Contract Documents the Contractor shall be responsible for all associated costs to the Owner.

E4 If, within one year after the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct such work within ten days or other reasonable period of time commensurate with the extent of the Contractor's work after receipt of a written notice from the Owner to do so. In the event the Contractor fails to comply, the Owner may proceed to have such work done at the Contractor's expense and the Contractor and/or its surety will pay the cost thereof upon demand. The Owner shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

E.5 All such defective or non-conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the Contract Documents without cost to the Owner.

E.6 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

E.7 Upon failure on the part of the Contractor to comply forthwith with any order of the Owner made under the provisions of this Article, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

E.8 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that the Contractor might have under the Contract Documents.

18.00 REQUEST FOR INFORMATION REQUIREMENTS:

A. The Contractor is responsible for reviewing all Contract Documents related to a particular work product well in advance of the performance of such work in accordance with this contract. This review shall be planned to allow sufficient time to obtain resolution of any required RFI, as defined in this section.

B. All RFI's shall be submitted to the DTPW representative and the Engineer-of-Record (EOR) in the format within this section or in a pre-approved format equivalent to this section inclusive of the following information:

RFI's shall be signed by the Contractor's project manager or by a designated alternate and include the following:

- Date Submitted:
- Contract Number and Title:
- Contractor Name, Address and Phone Numbers:
- Description of the request, including any supportive drawings, sketches and/or additional information deemed necessary for clarification.

- List of schedule activities which may be impacted by the request and a brief explanation as to why there would be a schedule impact and specific date constraints.
- Clear description of what response the Contractor is expecting and from whom the response come from.
- RFI PROCESSING PROCEDURES:
Upon receipt of the RFI, the EOR shall promptly date stamp the request. The EOR is required to keep a log of all RFI's including receipt date and date returned to the Contractor.

The EOR shall review the request to determine if further information is required from the Contractor, once the RFI is resubmitted by the Contractor, the RFI shall be re-stamped. The EOR will coordinate a response and transmit the answer to the RFI to the Contractor and send a copy to the DTPW representative.

TIME ALLOWED FOR PROCESSING RFI's:

Although every attempt will be made to expeditiously resolve all RFIs, DTPW and the EOR shall have ten (10) working days in order to respond to the RFI, from the date the RFI is received by the EOR, including all necessary information needed to formulate a response. Failure by the Contractor to allow sufficient time for work to formulate a response to an RFI, as specified in this section, shall not constitute grounds for a delay claim from the Contractor.

19.00 SUSPENSION OF WORK

A. MDC reserves the right to temporarily suspend execution of the whole or any part of the Work.

B. In case the Contractor is actually and necessarily delayed by any act or omission on the part of MDC, as determined by MDC in writing, the time for completion of the Work shall be extended by the amount of the time of such delay as determined by MDC, and an allowance may be made for actual damages, if any, which may have been borne by the Contractor.

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 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. 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 MDC of any rights under this contract.

E. The Contractor shall insert in each subcontract a provision that the Subcontractor shall comply immediately with a written order of MDC to the Contractor to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.
FORCE MAJEURE - The Contractor shall not be liable for any delays due to a Force Majeure event.

20.00 PERFORMANCE

B.1 Performance and Delegation: The performance of this Contract shall not be delegated or assigned by the Contractor without the written consent of MDC, and such consent will not be given to any proposed delegation which would relieve the Contractor or their surety of their responsibilities under this Contract. The services to be performed hereunder shall be performed by the Contractor's own staff unless otherwise approved by MDC. The employment of, contract with, or use of services of any other person or firm by the Contractor as sub-consultant, sub-contractor or otherwise is subject to approval by MDC.

B.2 Time for Performance: The Contractor agrees to start all work hereunder upon receipt of a Service Order issued by MDC and complete each Phase within the time stipulated in each Service Order. A reasonable extension of time for the completion of the Phases will be granted by MDC should there be a delay not due to the fault of the Contractor. Such extension of time may not be cause for a claim by the Contractor for additional compensation.

B.2.1 Each time any portion of the Project Development Schedule prepared by the Contractor is not met for unapproved/unjustified causes (other than MDC caused) MDC may notify Miami-Dade Public Library System (MDPLS) and any other entity established by MDC for tracking the performance of unsatisfactory performance.

B. 3 Performance Evaluations: Performance evaluations of the services rendered under this Contract shall be performed by MDC and shall be utilized by the County as evaluation criteria for future solicitations.

21.00 OWNERSHIP AND REUSE OF THE DOCUMENTS

F.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Contractor or owned by a third party and licensed to the Contractor for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Contractor for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Contractor shall not disclose, release, or make available any document to any third party without prior written approval from the County. The Contractor shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Contractor in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

F.2 If MDC elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at MDC'S sole risk and holds the Contractor harmless for any liability arising out of any reuse of documents.

F.3 The Contractor shall bind all sub-consultants and sub-contractors to the Contract requirements for re-use of plans and specifications.

F.4 All notes, correspondence, documents, designs, drawings, renderings, calculations, specification, models, photographs, reports, surveys, investigations, computer files that have "read" and "write" capability, data and any other documents and copyrights thereto for Services

performed or produced in the performance of this Contract, whether in paper or other hard copy medium, or in electronic medium, shall become the property of MDC; however, MDC may grant to the Contractor a non-exclusive license of the copyright to the Contractor for reusing and reproducing copyrighted materials or portions thereof as authorized by MDC in advance and in writing. In addition, the Contractor shall not disclose, release, or make available any document to any third party without written approval from MDC. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

22.00 COMPLIANCE WITH LAWS

G.1 The Contract shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

G.1.1 In accordance with Florida Statutes 119.07(3) (ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

G.1.2 Each employee of the Contractor and its sub-consultants and sub-contractors that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by MDC.

G.1.3 The Contractor and its sub-consultants and sub-contractors agree in writing that the project documents are to be kept and maintained in a secure location.

G.1.4 Each set of the project documents are to be numbered and the whereabouts of the documents shall always be tracked.

G.1.5 A log shall be developed by the Contractor and all sub-consultants and sub-contractors contracted by the Contractor to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents. MDC shall prepare and maintain a log to track each set of documents logging in the date, time, and name of the individual (s) that work on or view the documents.

G.2 In addition to the requirements listed in the contract. The list below is for Federal, State and Local laws, - LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS of the Agreement, the Contractor agrees to abide by all Federal, State and County Procedures, Ordinances, Resolutions and Administrative Orders which may have a bearing on the work involved under this Contract, including but not limited to:

- Ordinance No. 72-82 - Conflict of Interest Ordinance. As amended by Ordinance No. 00-01 and Ordinance No. 00-46
- Ordinance No. 77-13 - Financial Disclosure
- Ordinance No. 82-37 - Affirmative Action Plan

- Ordinance No. 90-133 - Disclosure of MDC ship, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender
- Ordinance No. 90-143 - Responsible Wages and Benefits
- Ordinance No. 91-142 - Family Leave, as Amended by Ordinance No. 92-91 - Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00
- Ordinance No. 92-15 - Drug-free Workplace, as Amended by Ordinance No. 00-30
- Ordinance No. 95-178 - Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award.
- Ordinance No. 97-35 - Fair Subcontracting Practices as amended by Ordinance No. 98-124.
- Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services
- Ordinance No. 97-104 - Listing of Subcontractors and Suppliers on County Contracts.
- Ordinance No. 97-215 - Inspector General
- Ordinance No. 98-30 - County Contractors Employment and Procurement Practices
- Ordinance No. 98-106 - Cone of Silence
- Ordinance No. 99-5 - Domestic Violence Leave
- Ordinance No. 99-152 - False Claim Ordinance
- Ordinance No. 99-162 - Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders.
- Ordinance No. 00-18 – Debarment
- Ordinance No. 00-67 - Prohibition of contracting with individuals and entities while in arrears with the County, as amended by Resolution R-531-00
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance
- Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code
- Resolution R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- Resolution R-385-95 - Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00
- Resolution R-516-96 and Administrative Order 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- Resolution R-994-99 - Code of Business Ethics
- Resolution R-185-00 - Domestic Violence Leave requirements are a condition of award.
- Resolution R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project.
- Administrative Order-3-39 - Acquisition of Professional Services.
- Implementing Order 3-38 (IO) – Master Procurement Implementing Order

G.3 The Contractor shall comply with the financial disclosure requirements of Ordinance 77-13, by filing within 30 days of the execution of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

- A Source of Income Statement
- A Statement of Financial Interests
- A copy of the Contractor's current federal income tax return

23.00 LISTING OF SUBCONSULTANTS/SUBCONTRACTORS VIA THE COUNTY'S WEB-BASED SYSTEM BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)

The selected Proposer is responsible for reporting via the BMWS all sub-consultants/subcontractor agreements entered into, including listing award amounts or percentage for each Miami-Dade County project. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

24.00 CERTIFICATION OF WAGE RATES:

In accordance with Florida Statute 287.055, 5(a), the Contractor hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete, and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where MDC shall determine that the contract price of services was increased due to inaccurate, incomplete, or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year following the end of the contract, or acceptance of the work by MDC, whichever is later.

25.00: ATTACHMENTS

The following attachments are a part of these Supplemental Conditions.

Attachment "A"- Certificate of Acceptance for Substantial Completion
Certificate of Final Acceptance

Attachment "B"- Contractor Release
Agreement on Final Quantities and Amounts
Final Affidavit Labor Standards Provisions
Final Certificate Memorandum of Understanding
Certificate of Subcontractor Status
Final Release of Lien

Attachment "C"- Sub-Contractor's/Supplier's Release of Claim
Consent of Surety Company to Requisition Payment

Attachment "D"- Contractor Agent to Accept Service

Attachment "E"- Force Account Daily Report: Labor, Material & Equipment

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

CONTRACTOR RELEASE

RPO 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

AGREEMENT
ON
FINAL QUANTITIES AND AMOUNTS

RPO 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

Print Name

Date

FINAL AFFIDAVIT

RPQ No.:

The undersigned Contractor, _____, certifies and warrants to **Miami-Dade Public Library System** that _____ has paid in full and completely discharged any and claims, demands, obligations and liabilities of _____ in connection with or arising out of all ***RPQ 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 : _____

LABOR STANDARDS PROVISIONS

FINAL CERTIFICATE

RPO 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 : _____

MEMORANDUM OF UNDERSTANDING

RPO No.:

WHEREAS, _____, (hereafter referred to as the " Contractor ") and the *Miami-Dade Public Library System*, 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 *RPO 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 the Miami-Dade Public Library System (MDPLS).
- (2) In consideration of the payment by MDPLS 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. MDPLS 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) MDPLS reserves the right to complete an audit upon the request of the Director, of the Capital Programs Office 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.

(COMPANY SEAL)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

RECOMMENDED

By : _____
Resident Engineer/Project Manager

By : _____
Capital Programs Director

CERTIFICATE OF SUB-CONTRACTOR STATUS

This is to certify that the following is a complete list of sub-contractors who worked on **RPO No.**

Name	Description of work	Original Contract Amount	Paid to date	Amount Owed

(COMPANY SEAL)

Contractor

Signature

Print Name & Title

Date

ATTACHMENT "C"

Sub-Contractor's/Supplier's Release of Claim

Consent of Surety Company to Requisition Payment

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: _____

Notary Seal:



CONSENT OF SURETY COMPANY TO REQUISITION PAYMENT

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____.

SURETY COMPANY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

ATTEST:
(SEAL)

ATTACHMENT "D"

"Contractor Agent to Accept Service"

CONTRACTOR AGENT TO ACCEPT SERVICE

RPQ No.: _____

DATE: _____

CONTRACT TITLE: _____

CONTRACTOR: _____

NOTICE TO PROCEED (NTP) DATE: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR TELEPHONE No.: _____

CONTRACTOR E-MAIL ADDRESS: _____

AGENT'S NAME: _____

AGENT'S TITLE: _____

AGENT'S ADDRESS: _____

AGENT'S TELEPHONE No. _____

AGENT'S E-MAIL ADDRESS _____

Contractor Corporate Representative

Submitted By: _____

SIGNATURE

CONTRACTOR

ATTACHMENT "E"

Force Account Daily Report:
Labor, Material & Equipment



**FORCE ACCOUNT DAILY REPORT:
LABOR, MATERIAL & EQUIPMENT**

DATE: _____

CONTRACTOR: _____

CONTRACT No. _____ REPORT No. _____

CONTRACT CHANGE NOTICE / DSWM 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:

LABOR					EQUIPMENT					
NAME	CRAFT	HRRAT	HOURS	TOTALS	MAKE	MODEL	DESCRIPTION	HOURS	RATE	EXT.

CERTIFIED CORRECT BY: _____	DATE _____
MATERIAL INVOICE ON UNIT PRICES TO BE PROVIDED. NO INVOICE OLDER THAN 30 DAYS ACCEPTED.	ALL EQUIPMENT RATES ARE ADJUSTED TO REFLECT CALIFORNIA BLUE BOOK

QUAN.	UNIT	DESCRIPTION	MATERIALS	RECAP
				LABOR
				MATERIALS
				EQUIPMENT

CERTIFIED CORRECT BY: _____	DATE _____	TOTAL THIS SHEET
<div style="border: 1px solid black; display: inline-block; padding: 5px;">FOR ENGINEER'S USE</div> APPROVED AS TO SUBSTANCE		EXTENSION OF LABOR, MATERIAL & EQUIPMENT VERIFIED BY:
BY: _____	DATE _____	INSPECTOR _____ DATE _____
RESIDENT ENGINEER		