

**People and Internal Operations
Department**

0
111 NW 1 St.
24th Floor
Miami FL 33128



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

Contract No: MCC 7360 Plan
RPQ No: W220022

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Electronic Bidding, attention to <https://constructionbids.miamidade.gov> at no later than 12/22/2025 at 02:00 PM. If you have any questions, contact Carlos Belliard at 305-375-4458.

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

RPQ DETAILED BREAKDOWN

Bid Due Date:	12/22/2025	Time Due:	02:00 PM	Submitted Via:	Electronic Bidding		
Estimated Value:	\$520,291	(excluding Contingencies and Dedicated Allowances)					
Project Name:	87 Park Condo Sidewalk Restoration						
Project Location:	8701 Collins Avenue, Miami Beach, FL 33154						
License Requirements:	Primary:	General Building Contractor					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). The scope of work includes, but is not limited to, the restoration of existing paths to their original condition through the replacement of approximately 2,500 square feet of traffic-rated pavers and approximately 7,200 square feet of non-traffic-rated pavers on the south side of the building. In addition, the contractor shall remove and replace approximately 2,500 square feet of pavers on the east side of the building. All quantities must be field-verified.</p> <p>Paver replacement shall be performed in kind and must adhere to existing specifications, patterns, and elevations. Pointing and patching of adjacent curbs shall be completed as necessary. The contractor is responsible for ensuring the pavers match existing specifications and must coordinate with the Project Manager to ensure full compliance with all requirements. The contractor shall prepare any necessary layout information to complete the work and obtain all required permits, including but not, limited to Maintenance/Repair Permit and MOT permit from Authority Having Jurisdiction (AHJ) City of Miami Beach.</p> <p>The contractor is also responsible for providing and maintaining all Maintenance of Traffic (MOT) required to safely complete the work in compliance with applicable regulations. Proper signage must be placed around the work area as part of the MOT. The contractor must exercise due care to contain dust and ensure that surrounding landscape, sidewalks, and light fixtures are not damaged. Any items that are damaged during the course of this work shall be replaced and restored to their original condition or better. As-Builts will be provided for reference only.</p> <p>Additional Requirements</p> <p>The contractor shall:</p> <ul style="list-style-type: none"> • Secure off-site parking for employees, as on-site parking will not be provided. Costs must be included in the bid. • Ensure all workers undergo criminal background checks prior to working on-site. Costs must be included in the bid. • Ensure all workers wear uniforms while on-site. • Provide their own power and water for construction activities. • Maintain a clean and safe work area by removing debris daily and properly disposing of all construction waste. • Perform the project in phases, as approved by the Condo representative. • Refrain from on-site staging. <p>The Contractor shall perform the work within the hours of 7:00 am to 3:30 pm, Monday through Friday and in accordance with the noise ordinance from City of Miami Beach. All work performed out of the time frame shall be for the Contractor's benefit. The County shall not pay any extra compensation for this work.</p> <p>It is preferred that the contractor performing this work has at least five (5) years of experience installing pavers, with a minimum of one (1) project successfully completed within the City of</p>						

Miami Beach and obtaining Maintenance/Repair Permit and MOT Permit.

Reports
 The contractor shall submit a pre-construction report, including photos and videos documenting existing conditions, as well as a final post-construction inspection report upon project completion.

The project is located at 8701 Collins Avenue, Miami Beach, FL 33154.

The estimated Construction cost is \$520,291.17. This estimate includes \$17,426.02 estimated permit processing fees. The Bid shall consist of the Total Base Bid Amount inclusive of all permit fees and excluding Contingency.

NOTE: There are no Dedicated Allowances on this Project. There is a 10% Contingency on this Project.

Document Pickup:	Contact:	Marcela Rodriguez	Phone No:	305-375-1138	Date:	11/20/2025
	Location:	See Examination of Bid Documents below				

Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	12/4/2025	Time:	10:00 AM
	Location:	Rally at sidewalk located South of the building at 8701 Collins Ave – Miami Beach, FL					

Site Meeting:	YES	Mandatory:	YES	Date:	12/4/2025	Time:	10:00 AM
	Location:	Rally at sidewalk located South of the building at 8701 Collins Ave – Miami Beach, FL					

Bid shall be submitted to:	Contact:	https://constructionbids.miamidade.gov					
	Address:						
	Email:		FAX # :				

Type of Contract:	Single Trade	Method of Award:	Lowest Responsible Bidder
Method of Payment:	Scheduled Monthly Payments	Insurance Required:	YES

Additional Insurance Required:	NO	If Yes - Minimum Coverage:	
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Performance & Payment Bond Required:	YES	Bid Bond Required:	YES
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Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	
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DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO
SBE-S Requirements	NO	Percentage:	0.00%		
SBE-Services Commodity Set-Aside	NO	If Yes, Service =			
SBE-G Requirements	NO	Percentage:	0.00%		
SBE-Goods Commodity Set-Aside	NO	If Yes, Goods =			
Liquidated Damages:	YES	\$\$ Per Day:	\$500.00		

For RPQ's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.

Design Drawing Included:	NO	Shop Drawing Included:	NO	Specifications Included:	NO
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Anticipated Start Date:	1/22/2026	Calendar Days for Project Completion:	90
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Comments:

This is a FEMA Public Assistance (PA) federally-funded FDEM-pass through grant-funded construction Project. The successful Bidder must comply with Federal Bid Documents.

Pre-Bid Meeting and Site Visit:
 A MANDATORY PRE-BID MEETING AND SITE VISIT ARE SCHEDULED. It is highly recommended that Bidders interested in attending the Meeting and Site Visit pre-register by emailing marcela.rodriguez@miamidade.gov (copy clerkbcc@miamidade.gov). Bidder must submit a completed, notarized Confidentiality Affidavit in order to attend the Pre-Bid Meeting and Site Visit - form provided in the Bid Documents (marcela.rodriguez@miamidade.gov, copy clerkbcc@miamidade.gov). Bidders who have not submitted a Confidentiality Affidavit will be requested to leave the Meeting and Site Visit. Meet at sidewalk located South of the building at 8701 Collins Ave – Miami Beach, FL. Bidders arriving after 10:10 AM WILL NOT be allowed into MEETING OR SITE VISIT.

Examination of Bid Documents:
 Before submitting a bid, the bidder shall examine the Bid Documents including As-Builts, which

must be obtained from People and Internal Operations Department (PIOD) Marcela Rodriguez after submitting a completed, notarized Confidentiality Affidavit.

Bid Documents consist of the RPQ information from CIIS, Attachment 5A (Bid Form), forms, Standard Construction General Contract Conditions, PIOD Special Provisions, Federal Bid Documents, as well as As-Builts. All bidders shall become thoroughly familiar with all terms of this RPQ prior to the Pre-Bid meeting. Failure to do so will in no way relieve the Awarded Bidder from completing the required work for the bid price.

Requests for Information (RFIs):

All requests for information (RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be emailed to marcela.rodriguez@miamidade.gov with a copy to carlos.belliard@miamidade.gov and clerkbcc@miamidade.gov. The deadline to receive RFIs from bidders is no later than 2 PM on Tuesday, December 9, 2025. Responses cannot be guaranteed for RFIs submitted past the established deadline. Procedural questions may be entertained by phone or during the Pre-Bid Meeting.

Bid Submittal:

PIOD's MCC Bid Submittal procedure has been modified to ONLY ALLOW ELECTRONIC BID SUBMITTAL.

Bidder will visit <https://constructionbids.miamidade.gov> and click on the "External Log In" link. Bidder will then select this RPQ No. from the drop-down list and will then have the ability to upload a Bid electronically. Bidder that has not previously created a miamidade.gov portal account will be prompted to do so prior to submitting a Bid. Bidder must combine ALL Bid documents into a single PDF file, with a 25 MB file size limit, for upload. Bidder will receive a confirmation email upon successful Bid submittal/upload.

Bidder must allow enough time in advance of the Bid Submittal Deadline to complete any necessary steps. The responsibility for submitting a Bid on or before the stated time and date is solely and strictly the responsibility of the Bidder. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Bids to the County, or any work performed in connection therewith, shall be borne by the Bidder. No part of any Bid can be submitted via hardcopy, email, or fax, unless otherwise directed by the Solicitation documents. All references to "Sealed Envelopes" or "Sealed Bid" in the Invitation to Bid or Bid Documents shall mean an "electronic bid."

The Electronic Bid shall include the following documents:

1. Bid price using form 5-A
2. Non-Collusion Affidavit
3. Bid guarantee in the form of a bid bond (using the form provided in the bid documents), certified check or cashier's check FAILURE TO INCLUDE A BID GUARANTEE IN ELECTRONIC BID SUBMITTAL SHALL RENDER THE BID NON-RESPONSIVE. The apparent low bidder will be required to drop off or mail within 48 business hours original bid guarantee delivered to Miami Dade County, Attn: PIOD, Julia Aden, SPCC, 111 NW 1st Street, 24th floor, Miami, FL 33128.
4. Federal Forms
5. Schedule of Values (SOV) using CSI Master Format 2020
6. If required, Discrimination Lawsuits (see below)

Forms for #1-4 are provided in the Bid Documents.

Discrimination Lawsuits: In accordance with Miami-Dade County Resolution No. R-828-19, bidders are required to disclose discrimination lawsuits, including allegations of discrimination and dispositions of such lawsuits for a 10-year period through the date of the solicitation. Bidder must include its disclosure in its Electronic Bid.

Non-Collusion Affidavit

After Bid Opening and within three (3) business days of County's written request, the lowest, responsive bidder shall provide an executed Non-Collusion Affidavit if the total bid including contingency and, if applicable, dedicated allowance exceeds \$250,000.

Required Experience/Qualifications: The lowest, responsive bidder is required, after Bid Opening and within three (3) business days of County's written request, to provide the Bidder's references for projects that are representative of the general scope of work which is currently being advertised, of equal or greater value, and that demonstrate a minimum of five (5) years of experience and/or completed a minimum of one (1) similar project successfully completed withing

the City of Miami Beach and obtaining Maintenance/Repair Permit and MOT Permit. In accordance with Resolution R-1122-21, the experience of the Bidder's key personnel or Bidder's proposed subcontractor will be considered in assessing whether the Bidder complies with this solicitation's minimum experience or completed project requirement. References must include the following information: 1) a description of scope of work performed; 2) project address; 3) name and title of Bidder's key personnel assigned to that project; and, 4) client contact information: name, address, phone number, email address, project cost, and project start and completion dates. It is preferred that the contractor performing this work has at least five (5) years of experience installing pavers, with a minimum of three (3) similar projects successfully completed within the City of Miami Beach.

Resource Allocation Plan (RAP): The Recommendation for Award will require Awarded Bidder to submit within 10 business days a preliminary RAP that must be approved by County prior to Work Start. The RAP should be in a spreadsheet at a minimum, but preferably included as part of the construction schedule prior to Work Start. The Awarded Bidder must identify the following in its RAP at a minimum:

- a. Trade (GC, Mechanical, Electrical, Plumbing, civil, shell, etc)
- b. Title (superintendent, laborer, mason, master electrician, etc)
- c. Start date
- d. End date
- e. Percentage allocated recommended. (For example, based on start and end dates a laborer is working 45 days, his resource allocation is 90%, then we should be able to account for 39 ½ days of labor.)
- f. Hours for each labor category

Bid Opening:

The Bid Opening associated with this solicitation will be conducted via Zoom immediately after the 2 PM Bid Deadline. To join the meeting, please use the Zoom link below. Members of the public are not required to enter their name to join the meeting if they do not wish to do so. Members may identify themselves as "Public Attendee." Members of the public will be granted view-only access to the meeting but will not have video or speaking capabilities.

PIOD/Administration is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://miamidade.zoom.us/j/89810515491?pwd=bQrFNcVw5QYJsVz3GZZEhU84P6oPSu.1>
Meeting ID: 898 1051 5491
Passcode: 707009

One tap mobile

+17866351003,,89810515491#,,,,*707009# US (Miami)

Join by SIP

• 89810515491@zoomcrc.com

Passcode: 707009

Join instructions

<https://miamidade.zoom.us/meetings/89810515491/invitations?signature=6fzTjkm1m1EMJ7LZqhUDvgVAHuom0YuH2HZv7i7aZil>

DISCLOSURE:

- Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to **People and Internal Operations Department, 111 NW 1 St. , 24th Floor, Miami FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

Print

EEmail Invitation To Bid to ahagber

Exit



MIAMI-DADE COUNTY, FLORIDA
PEOPLE AND INTERNAL OPERATIONS DEPARTMENT
 111 NW 1st Street, Suite 2420
 Miami, FL 33128

REQUEST FOR PRICE QUOTATION (RPQ)
PIOD CONTRACT NO. W220022 (MCC 7360 PLAN)
RPQ NO. W220022

87 PARK CONDO SIDEWALK RESTORATION
BID DUE DATE: DECEMBER 22, 2025

ELECTRONIC QUOTE REQUIRED: YES NO

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

Item No.	Unit	Description	BASE BID AMOUNT (IN FIGURES)
1	L.S.	<p>The scope of work includes, but is not limited to, the restoration of existing paths to their original condition through the replacement of approximately 2,500 square feet of traffic-rated pavers and approximately 7,200 square feet of non-traffic-rated pavers on the south side of the building. In addition, the contractor shall remove and replace approximately 2,500 square feet of pavers on the east side of the building. All quantities must be field-verified.</p> <p>Paver replacement shall be performed in kind and must adhere to existing specifications, patterns, and elevations. Pointing and patching of adjacent curbs shall be completed as necessary. The contractor is responsible for ensuring the pavers match existing specifications and must coordinate with the Project Manager to ensure full compliance with all requirements. The contractor shall prepare any necessary layout information to complete the work and obtain all required permits including, but not limited to, Maintenance/Repair Permit and MOT permit from Authority Having Jurisdiction (AHJ) City of Miami Beach.</p> <p>The contractor is also responsible for providing and maintaining all Maintenance of Traffic (MOT)</p>	

required to safely complete the work in compliance with applicable regulations. Proper signage must be placed around the work area as part of the MOT. The contractor must exercise due care to contain dust and ensure that surrounding landscape, sidewalks, and light fixtures are not damaged. Any items that are damaged during the course of this work shall be replaced and restored to their original condition or better. As-Builts will be provided for reference only.

Additional Requirements

The contractor shall:

- Secure off-site parking for employees, as on-site parking will not be provided. Costs must be included in the bid.
- Ensure all workers undergo criminal background checks prior to working on-site. Costs must be included in the bid.
- Ensure all workers wear uniforms while on-site.
- Provide their own power and water for construction activities.
- Maintain a clean and safe work area by removing debris daily and properly disposing of all construction waste.
- Perform the project in phases, as approved by the Condo representative.
- Refrain from on-site staging.

The Contractor shall perform the work within the hours of 7:00 am to 3:30 pm, Monday through Friday and in accordance with the noise ordinance from City of Miami Beach. All work performed out of the time frame shall be for the Contractor's benefit. The County shall not pay any extra compensation for this work.

It is preferred that the contractor performing this work has at least five (5) years of experience installing pavers, with a minimum of one (1) project successfully completed within the City of Miami Beach and obtaining Maintenance/Repair Permit and MOT Permit.

Reports

The contractor shall submit a pre-construction report, including photos and videos documenting

		<p>existing conditions, as well as a final post-construction inspection report upon project completion.</p> <p>The project is located at <u>8701 Collins Avenue, Miami Beach, FL.</u></p> <p>The estimated Construction cost is \$520,291.17. This estimate includes \$17,426.02 estimated permit processing fees. The Bid shall consist of the Total Base Bid Amount inclusive of all permit fees and excluding Contingency.</p> <p>NOTE: There are no Dedicated Allowances on this Project. There is a 10% Contingency on this Project.</p>	
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Line Item#	Qty.	UOM	Description	Unit Price	Total Amount
1.	1	EA	Mobilization/Demobilization	\$ _____	\$ _____
2.	1	EA	General Conditions	\$ _____	\$ _____
3.	2,500	Sq. Ft.	Traffic-Rated Pavers	\$ _____	\$ _____
4.	7,200	Sq. Ft.	Non-Traffic-Rated Pavers	\$ _____	\$ _____
5.	2,500	Sq. Ft.	Remove and Replace Pavers on the East Side of Building	\$ _____	\$ _____
TOTAL BASE BID AMOUNT INCLUDING ALL PERMIT FEES (SUM OF LINE ITEMS 1 – 5 IN FIGURES):					\$ _____

Addenda Received: Yes No **If yes, please indicate the number of addenda received:** _____

Addendum No. 1, dated: _____	Addendum No. 4, dated: _____
Addendum No. 2, dated: _____	Addendum No. 5, dated: _____
Addendum No. 3, dated: _____	Addendum No. 6, dated: _____

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.

Bidder's Company Name: _____

Company Address: _____

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

Federal Employer Identification Number: _____

Telephone Number: _____ **Fax Number:** _____

E-mail Address: _____

Name of the person submitting quote (print): _____

Signature: _____ **Date:** _____

IMPORTANT NOTICE: Quotes must be submitted using this form. The envelope containing a Quote must indicate the RPQ Number, the Bidder's Name, and the bid due date and time. Use of any other form for submission of a price quotation shall result in the rejection of the price quotation. Late bids will not be opened. The lowest responsive, responsible Bidder will be notified, via a Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. After review for compliance with the Contract Documents, the User Department will forward all Certificates of Insurance to PIOD's Risk Management Division and the Capital Improvements Section for review. By signing this form, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.



NON-COLLUSION AFFIDAVIT

(In accordance with [Sections 2-8.1.1](#) and [10-33.02.1](#) of the Code of Miami-Dade County)

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

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

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

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

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

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

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

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

Solicitation No.: W220022

Solicitation Title: 87 PARK CONDO SIDEWALK RESTORATION

By: _____

Signature of Affiant

Date: _____ 20 ____

Printed Name of Affiant and Title

____/____/____-____/____/____/____/____
Federal Employer Identification Number

Printed Name of Bidder/Proposer

Address of Bidder/Proposer

**87 PARK CONDO SIDEWALK RESTORATION
PIOD CONTRACT NO. W220022
BID BOND FORM**

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 (5%) of the Total Bid Price, 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 this ___ day of _____, 20__ for **PIOD Contract No. W220022 “87 Park Condo Sidewalk Restoration”**, according to bid documents and bid proposal form.

NOW THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after date of opening of the bid, shall submit complete information required, and shall within ten (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 Bond and Surety 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.

**WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A TRADE NAME**

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

ATTEST:
Witness:

Signature

Legal Name of Firm

Witness:

Signature

Legal Name of Firm

Date Signed

By:

Signature

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

Before me personally appeared _____ well known to me to be the person described herein, and who executed the foregoing instrument, and acknowledged before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ___ day of _____, 20__.

Signature of Notary

Serial Number

Print or Stamp name of Notary

Expiration Date

State of _____ at large

WHEN THE CONTRACTOR IS A JOINT VENTURE

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

ATTEST:

Witness:

Signature

Legal Name of Joint Venture

Witness:

Signature

Legal Name and Title

Date Signed

By:

Signature

(Seal)

Legal Name and Title

By:

Signature

Note: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Bidders.

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

Before me personally appeared _____ well known to me to be the person described herein, and who executed the foregoing instrument, and acknowledged before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ___ day of _____, 20__.

Signature of Notary

Serial Number

Print or Stamp name of Notary

Expiration Date

State of _____ at large

WHEN THE CONTRACTOR IS A CORPORATION

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

ATTEST:

Secretary:

Signature

Legal Name of Corporation

By:

Legal Name of Corporation

Signature

(Corporate Seal)

Legal Name and Title

Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

Before me personally appeared _____, as President to me well known, or has presented _____ as identification and _____, as Secretary, to me well known, or has presented _____ as identification, and known to me to be individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of _____ the above named Corporation, and 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 free act and deed of said corporation.

WITNESS my hand and official seal, this ___ day of _____, 20__.

Signature of Notary

Serial Number

Print or Stamp name of Notary

Expiration Date

State of _____ at large

SURETY

By:

Signature

Legal Name of Surety

(Corporate Seal)

ATTEST:

By:

Signature of Attorney-In-Fact

By:

Legal Name and Title

Resident Florida Agent

Printed Name of Attorney-In-Fact

Printed Name of Resident Agent

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

PIOD – 87 PARK CONDO SIDEWALK RESTORATION

PIOD CONTRACT NO. W220022

Bid Documents: Plans/Specs Index (email) 10/22/25

> CONTRACTS SECTION > RPQ > RPQs OVER \$25K > W220022 - 87 Park Condo Sidewalk Restoration > 1_BIDDING > 1

Name	Date modified	Type	Size
 87th Park Easement Agreement	10/21/2025 8:05 AM	Adobe Acro...	2,910 KB
 20201023 - As-Built_W8	10/22/2025 11:48 AM	Adobe Acro...	24,390 KB



**PEOPLE AND INTERNAL OPERATIONS DEPARTMENT (PIOD)
SPECIAL PROVISIONS
87 PARK CONDO SIDEWALK RESTORATION
PIOD CONTRACT NO. W220022
BID DUE DATE: DECEMBER 22, 2025**

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS REQUEST FOR PRICE QUOTATION (RPQ) AND MISCELLANEOUS CONSTRUCTION CONTRACT MCC 7360 PLAN

This is a FEMA Public Assistance (PA) federally-funded FDEM-pass through grant-funded construction Project. The successful Bidder must comply with Federal Bid Documents.

1. **Scope of Work** (Contractor must obtain and submit all permits prior to performing any work)
See Scope of Work in RPQ Invitation To Bid.
2. **Owner's Representative**
Miami-Dade County's People and Internal Operations Department (PIOD) will serve as the Owner's Representative for the bidding phase of the project. The address for PIOD is **111 NW 1st Street, Suite 2420, Miami, FL 33128.**
3. **Pre-Bid Meeting and Site Visit**
A MANDATORY PRE-BID MEETING AND SITE VISIT ARE SCHEDULED. It is highly recommended that Bidders interested in attending the Meeting and Site Visit pre-register by emailing marcela.rodriquez@miamidade.gov (copy clerkbcc@miamidade.gov). **Bidder must submit a completed, notarized Confidentiality Affidavit in order to attend the Pre-Bid Meeting and Site Visit** - form provided in the Bid Documents (marcela.rodriquez@miamidade.gov, copy clerkbcc@miamidade.gov). Bidders who have not submitted a Confidentiality Affidavit will be requested to leave the Meeting and Site Visit. Meet at sidewalk located South of the building at 8701 Collins Ave – Miami Beach, FL. **Bidders arriving after 10:10 AM WILL NOT be allowed into MEETING OR SITE VISIT.**
4. **Examination of Site**
Prospective bidders shall examine carefully the work site, and satisfy themselves as to all observable conditions. Bidders shall be responsible for measuring and calculating the amount of work. Any questions regarding materials or obstacles that might be expected must be clarified during the bidding period. Bidders shall avail themselves during this time to perform any on-site investigations as they may deemed necessary in order to prepare their bid.
5. **Examination of Bid Documents**
Before submitting a bid, the bidder shall examine the Bid Documents including Plans/Specs, which must be obtained from People and Internal Operations Department (PIOD) Marcela Rodriguez after submitting a completed, notarized Confidentiality Affidavit.

Bid Documents consist of the RPQ information from CIIS, Attachment 5A (Bid Form), forms, Standard Construction General Contract Conditions, PIOD Special Provisions, Federal Requirements, as well as approved plans/technical specifications. All bidders shall become thoroughly familiar with all terms of this RPQ prior to the Pre-Bid meeting. Failure to do so will in no way relieve the Awarded Bidder from completing the required work for the bid price.

6. Requests for Information (RFIs)

All requests for information (RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be emailed to marcela.rodriquez@miamidade.gov, with a copy to carlos.belliard@miamidade.gov and clerkbcc@miamidade.gov. **The deadline to receive RFIs from bidders is no later than 2 PM on Tuesday, December 9, 2025.** Responses cannot be guaranteed for RFIs submitted past the established deadline. Procedural questions may be entertained by phone or during the Pre-Bid Meeting.

7. Bid Submittal and Opening

PIOD's MCC Bid Submittal and Bid Opening procedures have been modified to ONLY ALLOW ELECTRONIC BID SUBMITTAL and conduct Construction Bid Openings using Zoom.

Bidder will visit <https://constructionbids.miamidade.gov> and click on the "External Log In" link. Bidder will then select this RPQ No. from the drop down list and will then have the ability to upload a Bid electronically. Bidder that has not previously created a miamidade.gov portal account will be prompted to do so prior to submitting a Bid. Bidder must combine ALL Bid documents into a single PDF file, with a 25 MB file size limit, for upload. Bidder will receive a confirmation email upon successful Bid submittal/upload.

Bidder must allow enough time in advance of the Bid Submittal Deadline to complete any necessary steps. The responsibility for submitting a Bid on or before the stated time and date is solely and strictly the responsibility of the Bidder. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Bids to the County, or any work performed in connection therewith, shall be borne by the Bidder. No part of any Bid can be submitted via hardcopy, email, or fax, unless otherwise directed by the Solicitation documents. **All references to "Sealed Envelopes" or "Sealed Bid" in the Invitation to Bid or Bid Documents shall mean an "electronic bid."**

The Electronic Bid shall include the following documents:

1. Bid price using form 5-A
2. Non-Collusion Affidavit
3. Bid guarantee in the form of a bid bond (using the form provided in the bid documents), certified check or cashier's check. **FAILURE TO INCLUDE A BID GUARANTEE IN ELECTRONIC BID SUBMITTAL SHALL RENDER THE BID NON-RESPONSIVE. The apparent low bidder will be required to drop off or mail within 48 business hours original bid guarantee delivered to Miami Dade County, Attn: PIOD, Julia Aden, SPCC, 111 NW 1st Street, 24th floor, Miami, FL 33128.**
4. Federal Forms
5. Schedule of Values (SOV) using CSI Master Format 2020
6. If required, Discrimination Lawsuits (see below)

Forms for #1-4 are provided in the Bid Documents.

Discrimination Lawsuits: In accordance with Miami-Dade County Resolution No. R-828-19, bidders are required to disclose discrimination lawsuits, including allegations of discrimination and dispositions of such lawsuits for a 10-year period through the date of the solicitation. Bidder must include its disclosure in its Electronic Bid.

Non-Collusion Affidavit

After Bid Opening and within three (3) business days of County's written request, the lowest, responsive bidder shall provide an executed Non-Collusion Affidavit if the total bid including contingency and, if applicable, dedicated allowance exceeds \$250,000.

Required Experience/Qualifications: The lowest, responsive bidder is required, after Bid Opening and within three (3) business days of County's written request, to provide the Bidder's references for projects that are representative of the general scope of work which is currently being advertised, of equal or greater value, and that demonstrate a minimum of five (5) years of experience and/or completed a minimum of one (1) similar project successfully completed within the City of Miami Beach and obtaining Maintenance/Repair Permit and MOT Permit. In accordance with Resolution R-1122-21, the experience of the Bidder's key personnel or Bidder's proposed subcontractor will be considered in assessing whether the Bidder complies with this solicitation's minimum experience or completed project requirement. References must include the following information: 1) a description of scope of work performed; 2) project address; 3) name and title of Bidder's key personnel assigned to that project; and, 4) client contact information: name, address, phone number, email address, project cost, and project start and completion dates.

Resource Allocation Plan (RAP): The Recommendation for Award will require Awarded Bidder to submit within 10 business days a preliminary RAP that must be approved by County prior to Work Start. The RAP should be in a spreadsheet at a minimum, but preferably included as part of the construction schedule prior to Work Start. The Awarded Bidder must identify the following in its RAP at a minimum:

- a. Trade (GC, Mechanical, Electrical, Plumbing, civil, shell, etc)
- b. Title (superintendent, laborer, mason, master electrician, etc)
- c. Start date
- d. End date
- e. Percentage allocated recommended. (For example, based on start and end dates a laborer is working 45 days, his resource allocation is 90%, then we should be able to account for 39 ½ days of labor.)
- f. Hours for each labor category

The Bid Opening associated with this solicitation will be conducted via Zoom immediately after the 2 PM Bid Deadline. To join the meeting, please use the Zoom link below. Members of the public are not required to enter their name to join the meeting if they do not wish to do so. Members may identify themselves as "Public Attendee." Members of the public will be granted view-only access to the meeting, but will not have video or speaking capabilities.

PIOD/Administration is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://miamidade.zoom.us/j/89810515491?pwd=bQrFNcVw5QYJsVz3GZZEhU84P6oPSu.1>

Meeting ID: 898 1051 5491

Passcode: 707009

One tap mobile

+17866351003,,89810515491#,,,,*707009# US (Miami)

Join by SIP

• 89810515491@zoomcrc.com

Passcode: 707009

Join instructions

8. Job Clearinghouse

Contractors are encouraged to submit current or future open positions to the Job Clearinghouse via South Florida Workforce website.

9. Bid Bond Based on Percentage of Bid Price

Bidders are hereby required to furnish a Bid Bond for any bid higher than \$200,000. If required, bidders shall accompany their bids with a bid guarantee in the form of a certified check, cashier's check or bid bond in the amount of **5% of the base bid price**, payable to Miami-Dade County, Florida. When providing a bid bond through a surety, the Bid Bond Form supplied by the County shall be the only acceptable form. Bidders shall include bid guarantee with their electronic bid submittal. The apparent low bidder will be required to drop off or mail within 48 business hours original bid guarantee delivered to Miami Dade County, Attn: PIOD, Julia Aden, SPCC, 111 NW 1st Street, 24th floor, Miami, FL 33128. Refer to Section 7 above for additional information. Should a bidder decide to withdraw its bid once he/she has received a Notice of Intent to Award issued by the County, the bid bond submitted will be forfeited as liquidated damages. Any bid higher than \$200,000 that is not accompanied by a bid/bond guarantee shall be considered non-responsive and ineligible for award. Bidders shall be entitled to the return of their Bid Bond within 10 days after award of the RPQ, upon request to the Clerk of the Board's Office. The following shall apply if a Bid Bond is submitted through a surety:

- a) For bids that do not exceed \$500,000, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety bonds may be accepted from surety companies that fulfill each of the following provisions:
 - 1) The surety company is licensed to do business in the State of Florida;
 - 2) The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
 - 3) The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - 4) The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - 5) The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

- b) For bids in excess of \$500,000, bid bonds shall be written through surety insurers authorized to do business in the State of Florida as surety firms, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII

- c) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- d) For RPQ's in excess of \$500,000 the provisions of Section B will be adhered to and the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least \$1,500,000 and be on the Treasury List.
- e) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- f) In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the RPQ and as long as the funds are being held by the County.
- g) The attorney-in-fact or other officer who signs a P&P bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The P&P bond must be counter-signed by the surety's resident Florida agent.

10. Payment and Performance Bonds

a) Prime Contractor

For RPQs where the prices received are in excess of \$200,000 will require the submission of a duly executed Payment and Performance (P&P) Bond in an amount that represents 100% of the Bid price offered by the Bidder including the contingency and dedicated allowances(s) required by the County within 10 business days of a Notice of Award, or as otherwise required by the County. The P&P Form supplied by the County shall be the only acceptable form. If the Contractor fails to deliver the P&P within the time specified above, including any extensions granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall forfeit its Bid Bond. This may affect the Contractor's eligibility for award of future contracts. The following specifications shall apply to the bond required above:

- 1) For contracts in excess of \$500,000, bonds shall be written through surety insurers authorized to do business in the State of Florida as surety firms, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$200,001 to \$500,000	B V
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII

- 2) For bids that do not exceed \$500,000, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety bonds may be accepted from surety companies that fulfill each of the following provisions:
 - a) The surety company is licensed to do business in the State of Florida;
 - b) The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
 - c) The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d) The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

- 3) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- 4) For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least \$1,500,000 and on the Treasury List.
- 5) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- 6) In lieu of a P&P, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the contract and as long as the funds are being held by the County.
- 7) The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

11. **Indemnification and Insurance**

Refer to indemnification and insurance requirements detailed in RPQ Invitation To Bid.

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.

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

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st Street Suite 2340
Miami FL 33128**

12. **Notice of Recommendation for Award of Contract and Bid Protest Period**

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

- a) A written intent to protest shall be filed with the Clerk of the Board and emailed to all participants in the competitive process within three County workdays of the filing of the PIOD Director's recommendation. This three-day period begins on the County workday after the filing of the PIOD Director's recommendation. Such written intent to protest shall state the grounds on which it is based and shall be accompanied by a filing fee as detailed below.

- b) The written intent to protest shall be accompanied by a non-refundable filing fee (the Filing Fee), payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three County workdays after the filing of a written intent to protest.

- c) For award recommendations greater than \$250,000 the following shall apply:
The County’s recommendation to award or reject will be immediately communicated (via email) to all participants in the competitive process and filed with the Clerk of the Board.
- d) For award recommendations from \$25,000 to \$250,000 the following shall apply:
Participants may view recommendations to award on the SPD website: <https://www.miamidade.gov/DPMww/AwardRecommendations.aspx> or call the contact person as identified in the RPQ.

13. Verification of Employment Eligibility (E-Verify)

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

14. Pre-Construction Meeting

A Pre-Construction Meeting/Conference shall be scheduled by the Project Manager once all the requirements set forth in the Notice of Recommendation for Award are received by the County. If not already submitted, the Contractor shall bring to this meeting a schedule of values and a construction schedule for the project. These schedules will be subject to review and approval by the Project Manager. It is also required that the Contractor’s sub-contractors be present at this meeting as well as any other interested entity or utility company.

In addition, the Contractor shall prepare and bring to this conference a staging plan for construction showing the location of dumpsters, security fence, protection barriers, storage areas, etc., as required. The location of the trash dumpster and vehicle staging area will be determined by the Site Manager. The Contractor shall also bring all material acquisition time tables that could affect the critical path of the project. The award of the contract will be subject to approval by the County of all documentation requested up to this point.

15. Permits

Once the award of the contract is approved, PIOD staff will proceed to prepare the appropriate Purchase Order (PO). Upon approval of the PO, and prior to performing any work, the Contractor must obtain and submit copies of the required permits from all applicable governing agencies to the PIOD Project Manager. For permitting tracking issues and regular updates, the Contractor may contact Jaime Romero, PIOD, CDCP/PMO, via telephone at (305) 375-1164 or via e-mail at JRomero@miamidade.gov. All permit-related fees and costs shall be included in the base bid price.

16. Notice to Proceed

A Notice to Proceed (NTP) will be issued to the selected Contractor after all the aforementioned requirements are met and subsequently approved by PIOD.

17. Submittals

All submittals must bear the Contractor's seal of approval and must be sent to the PIOD Project Manager for approval. This includes, but is not limited to, products to be used and requests for information/clarification (RFI).

All submittals must be prepared and approved by the Contractor and must include all of the details necessary for the PIOD Project Manager to make the proper determination. A transmittal form must be included with each submittal. The Contractor shall provide data sheets for each type of product, and clearly show data information and deviations from the contract requirements for which the approval is being requested. The Contractor shall be responsible for any related permitting. Failure to provide sufficient information may result in the rejection of the submittal.

For instances in which specifications do not specify a brand-name product, or in which the substitution of a product is not specifically prohibited, the Contractor may submit possible substitute products for approval by the PIOD Project Manager. Such submittals must include as much detail as possible and must be submitted in the format required by the Project Manager in order to allow him/her to evaluate the proposed substitution. All submittals shall be reviewed for general conformance with the intent of the contract documents, construction drawings, and technical specifications. Approvals by the Project Manager, Architect/Engineer of Record shall not relieve the Contractor from providing the materials suitable for the intended purpose as specified therein.

18. Shop Drawings

The Contractor must coordinate submittal preparation with the construction schedule and related activities which require sequential operations. The Contractor must allow a minimum of 14 days for approval by the Architect/Engineer of the shop drawings. No extension of time will be authorized due to the Contractor's failure to submit shop drawings and submittals well in advance of the work being performed.

19. Schedule of Values and Construction Schedule

If not submitted previously at the request of the County, the Contractor shall submit within 14 days of the Notice of Recommendation for Award, a detailed Schedule of Values and Construction Schedule for each task, including projected dates for inspection, up to and including substantial completion and close-out of work. At the discretion of the County's Project Manager, a schedule of values may be utilized to determine the appropriate value of change orders, both additive and/or deductive, processed during the prosecution of the work.

20. Completion/Contract Time

The Contractor shall have 90 days to complete the work from the Work Start date identified in the Notice to Proceed (NTP), and must mobilize by the Work Start date identified in the issued NTP and start work no later than within 14 calendar days after the NTP is issued. The project will not be

considered completed until all work, including the punch list, closing documents, and certificate of occupancy, have been completed and/or submitted. The Contractor must complete the project in the number of calendars days specified in this RPQ, including close-out, final inspections, certificate of occupancy, and warranties.

21. Security

All workers, including subcontractors, must clear a background check with the Police Department prior to beginning work. Background check costs is contractor's responsibility through Miami-Dade County Police Department. Please visit Miami-Dade County website for details regarding Background Checks and Clearance Letters or contact Frank Rondon at 305-471-2085 at following:

PUBLIC RECORDS REQUESTS

Oliver S. Spicer, Jr., Public Records Custodian

9105 NW 25th Street

Doral, FL 33172

Phone: 305-471-2085

Fax: 305-471-2046

Email: recordsrequest@mdpd.com

The following information would be required: name (including maiden, and other additional names), race, sex, date of Birth, requestor's name, address, and telephone number. All workers are required to wear a shirt/uniform that identifies the company of the Contractor or his subcontractors.

22. Working Hours

The Contractor shall perform the work within the hours of 7:00 am to 3:30 pm, Monday through Friday and in accordance with the noise ordinance from City of Miami Beach. Any work that is not noise-producing, does not use strong odor chemicals, nor is disruptive, performed outside of these hours must be pre-approved by the PIOD Project Manager. All noise-producing and disruptive work, inclusive of strong odor chemicals, shall be performed in the evening, after business hours and/or on weekends. All electrical equipment disconnection and power shutdowns shall be coordinated and scheduled at least 72 hours in advance with written acknowledgment by the County PIOD Project Manager. The Contractor shall provide at least a 48-hour notice before any work is performed out of the specified time frame listed above. All work performed out of the time frame shall be for the Contractor's benefit. The County shall not pay any extra compensation for this work.

23. Liquidated Damages

Liquidated damages of \$500/day will be assessed to the Contractor for each day the project completion exceeds the 90 days which are specified for the completion of this project.

24. Progress Meetings

The PIOD Project Manager shall schedule progress meetings as necessary in order to ensure that the completion of the work is in accordance with the contract, drawings, and overall project schedule. The Contractor shall prepare meeting minutes for distribution.

25. Scheduled Payments

Scheduled monthly payments shall be made in the progress payment application, Document 01028-CP. The PIOD Project Manager will provide the Contractor a live format of the progress payment application at the Pre-Construction Meeting. The Contractor must prepare progress payments based on the pre-approved Schedule of Values which was submitted prior to the issuance of the Notice to Proceed. Each partial payment shall include a five percent (5%) retainage, as well as a 0.25% deduction to cover random audits by the Office of the Inspector General (IG) pursuant to Section 2-1076 (d)(6) of the Code of Miami-Dade County. Bidders should be mindful to include the 0.25% IG fee in their bids, since the amount deducted as a result will not be returned to the Contractor at the end of the contract. IG fees do not apply to projects paid for with federal funds.

The Contractor must request a walk-through inspection, in writing, with the PIOD Project Manager prior to the submission of a progress payment. The Contractor and PIOD Project Manager must sign off on the value of the percentage of work completed at the end of the walk-thru. The signed form must be submitted with the progress payment request. In addition, if there are any changes to the original project schedule (delays), an updated construction schedule must also be submitted with the progress payment request. Failure to submit a request for a walk-through inspection and any other required documents will result in the rejection of the request for payment.

26. Project Coordination

The Contractor shall provide a qualified Superintendent, acceptable to the PIOD Project Manager, who shall be present at all times during the course of the work, and shall be authorized to act as an agent of the Contractor. The Contractor shall provide sufficient personnel, materials, and equipment to meet the requirements of the work within the contract period.

All work shall be coordinated at all times with the PIOD Project Manager, and the facility shall remain operational at all times. Pedestrian traffic flow shall not be interrupted and it shall be coordinated with the Facility Manager.

27. Field Directives

The PIOD Project Manager or his/her representative may at any time issue field directives to the Contractor. These field directives shall be issued, in writing, to the Contractor and signed by both parties. Any field directives which change the scope of the work, may result in the County issuing a change order to the contract. If the Contractor considers a field directive not to be part of the original contract, he/she shall duly advise the PIOD Project Manager, in writing, no later than forty-eight (48) hours after the directive has been issued.

The Contractor shall not perform any work in addition to the scope of work of this contract without written authorization from the PIOD Project Manager. The County will not be held responsible for any payment of additional work that has been completed without the written authorization of the PIOD Project Manager.

28. Daily Construction Reports

The Contractor must prepare a detailed daily report recording the events taking place at the site. This report must be submitted to the PIOD Project Manager on a weekly basis and must be kept in a log, on site, throughout the duration of the project.

29. Weather Conditions

The Contractor shall inform himself about the local weather conditions. In the event of inclement weather, the Contractor shall take the necessary precautions to secure all loose material and equipment, or shall remove them from the project site, at no cost to the County.

In the event of a tropical storm, hurricane watch or hurricane warning, or any other severe weather event, the Contractor shall be required to remove from the project site, or secure to the PIOD Project Manager's satisfaction, all loose construction materials and equipment. The Contractor shall also be responsible for protecting structures under construction and cooperating with County personnel in protecting other structures within the project site. The Contractor shall conform to the requirements of latest available Miami-Dade County Hurricane Plan, which is available upon request to PIOD.

30. Protection of Property

The Contractor is solely responsible for the protection of private and County property that may be affected during the performance of the work. The Contractor shall be responsible for any damage to

County property which results from the actions or lack of action by the Contractor or his personnel. The Contractor shall repair or replace any damaged property prior to final payment being made.

31. Maintenance of Traffic

The Contractor shall maintain traffic and is responsible for any traffic re-direction. The Contractor must acquire a permit from the governing authority for road closures and must protect the public from all damage to persons and property within the project site, in accordance with Contract Documents and all applicable State, County, City, and local regulations. Suitable signs, barricades, railings, and other related items shall be erected and the work area shall be outlined by adequate lighting at night. Emergency lights shall be provided as necessary for the protection of traffic.

32. Clean-Up

- a) All work areas are to be kept clean, clear, and free of debris at all times.
- b) Do not allow trash, waste, or debris to collect around the job site.
- c) All tools and unused materials must be collected at the end of each workday and stored properly and protected from exposure to the elements.
- d) Dispose of and/or recycle all trash and excess material in a manner conforming to current Environmental Protection Agency (EPA) regulations and local laws.
- e) Clean and restore all damaged surfaces to their original condition.

33. Safety

It is the responsibility of the Contractor to adhere to all Federal, State, and local safety laws including requirements by the Occupational Safety and Health Administration (OSHA). The Contractor must promote and practice safety in the workplace. The project area must be kept free of potential safety hazards to the public, sub-contractors, and other workers. Failure to adhere to proper safety practices may affect the approval of payment applications. The Contractor will be responsible for coordinating all utility work including calling for underground locations before digging.

34. Regulatory Requirements

All work performed must be in compliance with all applicable Federal, State and local building codes, including, but not limited to, the Florida Building Code. Also, all work shall be performed in a manner consistent with current OSHA guidelines.

35. Delivery, Storage and Handling

All materials must be delivered to the site in original containers with factory seals intact. All products are to carry a manufacturer's label. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.

Remove manufacturer-supplied plastic covers from materials provided with such. Use breathable-type covers, such as canvas tarpaulins, to allow ventilation and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material is to be installed.

36. Warranty

The Contractor shall warrant the materials and installation of all work for a period of one (1) year from the date of Final Acceptance by the Owner, unless extended warranties are required within the Contract Documents. The Contractor shall submit all warranties, logs, books, manuals, and any other component(s) required for the proper maintenance of the project to the PIOD Project Manager. Final payment will not be issued until all warranties are received, reviewed, and accepted by the County.

37. User Access Program, Ordinance No. 12-12

If Bidder's total contract value (Base Bid, Contingency and Dedicated Allowance) is \$500,000 and above, this Fee applies to this Project, with the exception of TRANSIT, PHCD, and GOB-funded projects.

FUNDING SOURCE ALLOWS UAP FEE: Yes No

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.

38. Public Records and Contracts for Services Performed on Behalf of Miami-Dade County

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 County; (2) providing the public with access to public records on the same terms and conditions that County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 County all public records in Contractor's possession upon termination of the Agreement 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 County in a format that is compatible with the information technology systems of 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISDVSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

39. EmployABILITY 305

The County encourages bidders to employ individuals with disabilities, including those with neurodivergent disorders. This program is described in Resolution No. [R-230-22](#) and [EmployABILITY 305](#).

40. United States-produced Iron and Steel in Public Works Projects (SB 674)

Florida Statutes requires a governmental entity that contracts for a public works project or for the purchase of materials for a public works project to require that any iron or steel product that will be permanently incorporated into the project be produced in the United States.

The bill waives this contract requirement if the governmental entity determines that any of the following apply:

1. The iron or steel products required are not produced in the United States in sufficient quantities, are not reasonably available, or are of an unsatisfactory quality;
2. The use will increase the total cost of the project by more than 20 percent; or
3. Compliance is inconsistent with the public interest.

This contract requirement is waived: Yes No

A governmental entity may allow a minimal use of foreign iron or steel materials in the project, if they are ancillary to the primary product and the cost of the materials does not exceed 0.10 percent of the total contract cost, or \$2,500, whichever is greater.

41. Kidnapping, Custody Offenses, Human Trafficking, and Related Offenses Affidavit

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statute ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

42. SBE-Goods & Services (SBE-G&S) Contract Measure (MCC 7360) Not Applicable

43. Alternate Or Equal

Whenever a material, article or piece of equipment is identified in the Bid/Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, County, through Consultant (if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.

Equipment Alternative submittal procedure is as follows. All the proposed alternative equipment and materials must meet or exceed the performance, quality, and technical specifications of the brand or model listed in this solicitation. Where a specific make or model is referenced, it is intended not only to comply with the Building Code requirements (base of Design) but also to establish a standard of quality, performance, and reliability. The County Design and Construction Section and the Consultant Engineer have selected the make, and a model based on initial market research considering the building operation needs and the equipment features to address them.

Bidders submitting alternative equipment as an “approved equal” option shall comply with the following requirements:

1. The proposed equipment shall be functionally equivalent in design, performance, capacity, durability, and serviceability to the specified product. Any proposed substitution must not adversely affect the existing infrastructure, space constraint, system compatibility, or warranty requirements.
2. All technical data, product literature, and certifications necessary to evaluate the alternative must be submitted in writing during the Request for Information (RFI) period by the deadline (typically two weeks) to allow adequate time for the evaluation of the proposed alternative option.
3. The Consultant Firm will be responsible to evaluate the alternative equipment proposal; however, The County reserves the sole right to determine the acceptability of any proposed “approved equal” item.
4. The final decision to accept or not the alternative option will be shared with all the Bidders via an addendum document no later than 10 days after the RFI period ends.

Failure to provide sufficient documentation or to meet all requirements will result in an automatic rejection of the proposed substitute.

END OF THE SECTION

**87 PARK CONDO SIDEWALK RESTORATION
PIOD PROJECT NO. W220022
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 the 87 Park Condo Sidewalk Restoration, PIOD Project No. W220022 (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 five (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 five (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__.

ATTEST:
Contractor:

Contractor's Full Name

Legal Name of Contractor

By: _____
President, Managing Partner or
Joint Venturer

Signature

Corporate Seal

COUNTERSIGNED BY RESIDENT FLORIDA
AGENT OF SURETY:

SURETY:

(Copy of Agent's current Identification Card as
issued by the State of Florida Insurance
Commissioner must be attached)

By: _____
Attorney-In-Fact

Corporate Seal (Power of Attorney
must be attached)

STANDARD CONSTRUCTION
GENERAL CONTRACT CONDITIONS
TABLE OF CONTENTS

[NOTE: THIS STANDARD CONSTRUCTION GENERAL CONTRACT CONDITIONS HAVE BEEN PREPARED FOR USE IN ALL CONSTRUCTION (DESIGN-BID-BUILD) CONTRACTS AND OTHERWISE IN ACCORDANCE WITH IMPLEMENTING ORDER 3-57.

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1. DEFINITIONS

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

Administrative Orders/Implementing Orders (AO/IO): a list of Miami-Dade County Administrative Orders and Implementing Orders is available online at:

<http://www.miamidade.gov/ao/home.asp?Process=completelista> Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Allowance Account (Contingency Account): Account in which a stated maximum dollar amount is included in the Contract for the purpose of funding, at the sole discretion of the Owner, unforeseen and/or changed conditions or extra work arising during the prosecution of the Work or any other changes issued by the Owner. The scope and limitations regarding use of the Allowance Account are contained in the Contract Documents. The performance of any work under this Allowance Account, shall be authorized by a written Work Order issued by the Owner.

Allowance Account(s) (Dedicated): Account(s) in which stated maximum dollar amount(s) are included in the Contract for the purpose of funding specific pre-identified items of work at the sole discretion of the Owner. The scope and limitations regarding use of the Dedicated Allowance Account(s) are contained in the Contract Documents.

Architect/Engineer: Owner or its authorized representatives identified in the Notice-to-Proceed letter, which may include but is not limited to the Owner's Resident Architect/Engineer, the Construction Manager, the Owner's representatives, and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, or an Architect/Engineer is not otherwise specified in the Notice-to-Proceed, the term shall be read as coterminous with the term "Owner."

Art in Public Places: Miami-Dade County program established in Miami-Dade County Code Section 2-11.15 providing a one and a half percent (1.5%) of each County project's construction and engineering design cost to fund a public art component within the Project. Coordination and installation of the Artist's work is included as part of the scope of the Contractor's services to the extent that it is defined in the Bid Documents. The cost of this program is budgetary, funded by the Department, and shall not be included in the Contractor's bid.

Artist: Person(s) chosen through the Art in Public Places program to design and fabricate or specify an integrated work of art for the Project. The term Artist as may be referred to in the Contract Documents means the Artist and/or their authorized representative.

As-Built Documents: Documents signed and sealed by an appropriately licensed professional and submitted by the Contractor during and/or upon completion of the Contract reflecting actual installed/built conditions and all changes made in the Contract Documents during the construction process and showing the exact dimensions, geometry, location, identification and such other information as required by the Contract Documents and/or Architect/Engineer for all elements of the work completed under the contract (also referred to as "As-Built Drawings" or "As-Builts"). Final payment is conditional upon the receipt of As-Built Documents.

Award: Action taken by the Owner to accept the Bid submitted by the Contractor to perform the Work described in the Contract Documents.

Baseline Construction 7360

: A schedule submitted by the Contractor in accordance with the Contract Documents, reviewed and approved by the Owner that is used by the Contractor to plan the performance of the Work. The Contract Documents may require interim Baseline Construction Schedules be submitted for only a portion of the initial Work to be followed by a Baseline Construction Schedule covering all the Work. The Baseline Construction Schedule shall also be used to quantify delays in accordance with the Contract Documents. While the Baseline Construction Schedule remains unchanged, updates to the Baseline Construction Schedule are prepared and submitted by the Contractor per the Contract Documents. The Baseline Construction Schedule shall only be revised and submitted again for review and approval by the Owner as required by the Contract Documents.

BCC: Board of County Commissioners, the governing board of Miami-Dade County.

Beneficial Occupancy: The point at which the Owner or Architect/Engineer determines that the Work or any portion thereof can be occupied from a regulatory and work function standpoint prior to Substantial Completion of the Work. Beneficial Occupancy will not relieve the Contractor of any of its obligations relative to Substantial Completion, or of its responsibility to fully complete the Work in accordance with the Contract Documents.

Bid: The written offer of a Bidder to perform the Work.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Security, Construction Contract, all contractual forms, General Conditions, Special Provisions, Technical Specifications and Contract Drawings, together with all Addenda and any other applicable standards, regulations, laws and permits as described within these other documents which may be incorporated by reference.

Bid Item: A specific item of work represented by a line item in the Bid Form.

Bid Form: The form on which Bids are submitted.

Bid Security: (Also known as Bid Bond) The cashier's check, certified check or bid bond, accompanying the Bid and submitted by the prospective bidder, as a guarantee that the prospective bidder will enter into a contract with the Owner for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to him.

Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work.

Certificate of Substantial Completion: Certificate issued to the Contractor by the Owner certifying that Substantial Completion has been achieved.

Certificate of Completion: Certificate issued by the local building official providing proof that a structure or system is complete and, for certain types of permits, is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as a shell building, prior to the issuance of a Certificate of Occupancy by the local building official.

Certificate of Final Acceptance: Certificate issued to the Contractor by the Owner certifying that Final Acceptance has been achieved in accordance with the definition reflected herein (see Final Acceptance definition).

Certificate of Occupancy: Certificate issued by the local building official after the building official inspects the building or structure and finds no violations of the provisions of applicable codes or other laws that are enforced by the local building department.

Change Notice: A document issued by the Architect/Engineer or Owner to the Contractor specifying a proposed change to the Contract Documents and requesting a price proposal from the Contractor, if applicable, within a specified time period.

Change Order: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract Documents.

Claim: A Claim should include any request for additional compensation, time, or other relief arising out of or relating to the Contract Documents, including without limitation, requests for equitable adjustments and breach of contract.

Commissioning: A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that all of the commissioned systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.

Construction Staging Area: Property which may be available for use by the Contractor during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

Construction Contract: The agreement executed by the Contractor and the Owner covering the performance of the Work including the furnishing of labor, superintendence, materials, tools, and equipment as indicated in the Contract Documents. The term "Contract" shall have the same meaning.

Construction Inspection Services: Services performed by the Owner or a consultant to the Owner to verify that the Work is being performed in accordance with the Contract Documents. The use of these services shall not relieve the Design/Builder of their responsibilities under the Contract Documents.

Consultant: See Architect/Engineer.

Contract Documents: Bid Documents, Contract Summary, General Conditions, Special Conditions, Technical Specifications, Change Orders, Payment and Performance Bonds, Work Orders, Approved Schedules, Approved Shop Drawings and Approved Working Drawings.

Contract Drawings: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work. Contract Drawings are confidential under the Florida Public Records Act and the Contractor is responsible for maintaining confidentiality during and after the progress of the Work.

Contractor: The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, duly licensed under Florida Statutes, which, as an independent Contractor, has entered a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

Contract Summary: The written agreement between the County and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Time: The number of days allowed for completion of the Work commencing with the effective date of Notice to Proceed and ending with the date of Substantial Completion or Final Completion, including completion of punch list items, as determined by the Owner or the Owner's designee. The Contract Time will be stipulated in the Contract Documents unless extended by a Change Order or by a Work Order.

County: See Owner.

County Mayor: The Mayor of Miami-Dade County, Florida, or the County Mayor's designee.

Critical Path: Longest sequence of activities in a project's schedule which defines the project completion date and which must be completed on time in order for the project to be completed on schedule.

Delays: May be Excusable or Non-Excusable. Excusable Delays may be Compensable or Non-Compensable, as further defined within the text of these General Conditions.

Days: Unless otherwise designated, days mean calendar days.

Department Director: The Director of the Miami-Dade County Department implementing the work or the Director's designee.

Department Director's Representative: The person or persons designated by the Department Director to act on his behalf in the administration of the contract within the limits of their respective authorization.

Direct Costs: Direct Costs recoverable by the Contractor as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the reasonable additional cost of rental of any Special Equipment or Machinery. Labor shall be limited to site labor costs, including Employer's Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the Contract Documents and materials approved by the Architect/Engineer as necessary to install the permanent materials in an efficient and workmanlike manner. For special equipment or machinery not listed in said document, the Contractor shall be paid a rental rate corresponding to the average prevailing rental rate for such equipment or machinery in Miami-Dade County, Florida, subject to approval by the Architect/Engineer. No additional payment shall be made to the Contractor for fuel, lubricants, for wear and tear, transportation, insurance, or depreciation. Any equipment or machinery not designated by the Architect/Engineer as special equipment and machinery shall be considered Overhead.

Extra Work: Work not provided for in the Contract Documents as awarded or as previously modified by Change Order or Work Order but found to be essential to the satisfactory completion of the Contract within its intended scope.

Facility: The structure or items being constructed under the Contract, inclusive of all subsurface work, landscaping work, and other ancillary work. Field Representative/Construction Manager: An authorized representative of the Owner that may provide administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract and through which the orders of the Owner shall be given. The Field Representative has no authority to modify or waive any provision of the Contract Documents.

Fast Track: A design/build method where separate and often, intermediate phases of the Project are designed, permitted and constructed earlier in the schedule while the remainder and often, more complex portions of the Project are designed, permitted and constructed later in the schedule. For example, foundation design, permitting and construction earlier while the remainder of the structure takes longer to design, permit and construct. Fast-track construction is subject to the approval of the Owner and the permitting agencies.

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

Final Completion: Point in time when the Owner determines that all physical Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion and/or Punch List elements have been corrected to the satisfaction of the Owner and Architect/Engineer. Where the contract requires that Contractor provide the Owner with spares or surplus

material, provision of same in accordance with the Contract Documents shall be an additional requirement for Final Completion (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance).

Force Account: A method of payment measured by actual cost of the labor, materials, and equipment plus the contractual approved mark-up for Indirect Costs, as distinct from other payment methods such as lump sum or unit price, for Extra Work ordered by Change Order and/or Work Order (See Article 10 Changes Paragraph G. Force Account).

Force Majeure: Force Majeure as used herein shall mean Acts of God, strikes, lockouts, any late delivery of the Owner's supplied material and equipment due to transportation delays beyond Department's control, or other industrial disturbances; acts of public enemy, blockades, wars, insurrections, or riots; epidemics, landslides, earthquakes, fire, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints, either Federal or County, civil or military; civil disturbances; explosions; nationwide inability to obtain necessary materials or equipment, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws, or proclamations, either Federal, State or County, civil or military, or otherwise; and other causes beyond the control of the Department or County, whether or not specifically enumerated herein. Changes in the market price of goods, materials, equipment, labor, or supplies shall not be considered an instance of Force Majeure, and Contractor's bid shall include all risks of market changes the price of such things. COVID-19 or any other catastrophic event shall not be considered a Force Majeure event.

Furnishing: Manufacturing, fabricating, or purchasing and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles, and conveyances necessary or required for the completion of Work.

General Conditions: This section of the Contract Documents which specifies, in general, the contractual conditions.

Green Building Practices: Environmentally and socially-conscious practices that emphasize processes and methods of design and construction that reduce exposure to noxious materials, conserve non-renewable energy and scarce materials, minimize life-cycle ecological impact of energy and materials, employ renewable energy or materials that are sustainably harvested, protect and restore local air, water, soils, flora and fauna, and support pedestrians, bicycles, mass transit and other alternatives to fossil-fueled vehicles.

Indirect Costs: Overhead.

Installation, Install or Installing: Completely assembling, erecting, and connecting material, parts, components, supplies and related equipment specified or required for the completion of the Work including the successful passing of all tests so that they are fully functional.

LEED (Leadership in Energy and Environmental Design): An ecology-oriented building certification program run under the auspices of the U.S. Green Building Council (USGBC) which concentrates its efforts on improving performance across five key areas of environmental and human health: energy efficiency, indoor environmental quality, materials selection, sustainable site development, and water savings.

Limit of Work: Boundary within which the Work is to be performed.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Contract Documents, which will be deducted from the Contract Sum for each day of delay due to a Non-Excusable Delay. The Liquidated Damages set forth herein are compensation for the County's inability to timely put the project into service, the continued disruption of County functions, for impacts to the County's reputation, and other

indirect damages which the parties agree are difficult to measure. (See Article 8 Contract Time Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

Liquidated Indirect Costs Rate: The amount, stipulated in the Contract Documents, which will be added to the Contract Sum for each day of delay due to a Compensable Delay. The Contractor accepts this sum as full compensation for the Contractor's and all its subcontractors', of any tier, for indirect costs, for each day of Compensable Delays. This amount is agreed to include any costs other than Direct Costs incurred by the Contractor and all its subcontractors of any tier in the performance of this Contract. (See Article 8 Contract Time, Paragraph F. Liquidated Damages and Liquidated Indirect Costs)

Lump Sum Bid Item: A bid item in which quantity is not separately measured for payment in units but rather is based on the amount bid by the Contractor as indicated in the Bid Form and made a part of the Contract. Partial payments of Lump Sum Bid Items will be conditionally made, based upon an approved schedule of values, and will be subject to reconciliation in the event that the work of a Lump Sum Bid Item is not fully completed in accordance with the requirements of the Contract Documents.

Miami-Dade County (MDC): A political subdivision of the State of Florida, the Owner.

Miami-Dade County Code of Ordinances: Central repository for Governing Legislation where Ordinances are codified and kept current with subsequent amendments. The Miami-Dade County Code of Ordinances can be viewed at the following hyperlink:

https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances

Milestone: A completion date as defined in the Contract Documents.

Notice to Proceed: Written notice from the Owner to the Contractor specifying the date on which the Contractor is to proceed with the Work and on which the Contract Time commences to run.

Notice of Termination: Written notice from the Architect/Engineer or the Owner to the Contractor to permanently stop work under the Contract on the date and to the extent specified in the notice. The Notice of Termination includes Notices of Termination for Convenience, Default and National Emergencies as set forth in the Contract Documents. Upon receipt of such notice, the Contractor shall comply with the termination provisions of this Contract.

Overhead (Indirect Costs): Overhead, also defined as "Indirect Costs," includes any and all costs other than Direct Costs. The term "Overhead" as indicated in this definition shall apply to both Contractors and subcontractors of any tier. Overhead includes, but is not limited to, all profit and costs associated with: project bond premiums, project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, rent, telephones, facsimile machines, computers, word processors, printers, plotters, computer software, all expendable items, job site and general office expenses, extended jobsite general conditions, interest on monies retained by the Owner, escalated costs of materials and labor, impact cost on unchanged work, inefficiency, decreased productivity, home office expenses or any cost incurred that may be allocated from the headquarters of the Contractor or any of its subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other Project, loss of interest income on funds not paid, costs to prepare a bid, cost to prepare a quote for a Change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of Projects not bid upon, loss of productivity or inefficiencies in the Work from any cause.

Owner: Miami-Dade County, whose governing body is the BCC acting in its proprietary capacity through its duly authorized agents. When these Contract Documents require the action of individual persons, the documents contain specific references to these persons. In particular, the documents shall refer to the BCC when approval of the BCC is specifically required and to the Architect/Engineer when the Architect/Engineer's approval is specifically required.

Payment and Performance Bond: Bond executed by the Contractor and its Surety assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work. This bond shall be a single instrument bond for twice the penal sum (to cover 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues).

Project: See definition for Work.

Punch List: A list issued by the Owner to the Contractor of work elements requiring remedial action or completion by the Contractor before Final Completion is issued to the Contractor.

Resolution: An action taken by a vote of the Miami Dade County Board of County Commissioners setting policy and providing guidance to County Departments. Resolutions issued after 1995 can be viewed at the following hyperlink: <http://www.miamidade.gov/govaction/searchleg.asp>. Earlier Resolution can be obtained through request to the Clerk of the Board Division, Stephen P. Clark Center, 111 NW 1st Street, Suite 17-202 Miami, Florida 33128.

Right-of-Way: A term denoting land and property, and interests therein, owned or acquired by the Owner.

Schedules: All schedules delivered under the Contract including time schedules and schedule of values.

Schedule of Values: A detailed cost breakdown of each lump sum bid item in the bid form, submitted by the Contractor at the beginning of the Work and to be used as a basis to determine monthly progress payments and quantity adjustments within the constraints specified in the Contract Documents.

Shop Drawings: Documents furnished by the Contractor for approval by the Architect/Engineer to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, calculations, schedules, tables, charts, brochures and other data describing design, fabrication and installation of specific portions of the Work. Shop Drawings are understood to be submitted for information purposes only, and the County's receipt of or acceptance of shop drawings shall not be deemed as the County agreeing that the selected materials will meet contract requirements or that the selected means and methods are appropriate; the Contractor shall at all times remain responsible for completion of the work in accordance with the contract documents, notwithstanding any approved shop drawings. .

Site, Project Site, Work Site, Construction Site, Job Site: The location(s) at which the work under this Contract is to be accomplished, as shown in the Contract Documents.

Special Provisions: Section of the Contract which includes specific contractual requirements not covered in the General Conditions that are specific to the Project.

Small Business Enterprise – Architect/Engineer (SBE -A&E) Program: Architect/Engineering firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – Construction (SBE -CON) Program: Construction firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – GOODS (SBE -GOODS) Program: Goods, Manufactures, and Wholesalers firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – SERVICES (SBE -SERVICES) Program: Services firms that are certified with Miami-Dade County Small Business Enterprise program

Special Provisions: Section of the Contract Documents which includes specific contractual requirements not covered in the General Conditions that are specific to the Project.

Subcontractor: Any person or entity, other than the employees of the Contractor, supplying the Contractor with labor, materials, supplies and/or equipment used directly or indirectly by the Contractor in the prosecution of the Work.

Substantial Completion: Substantial Completion of a Project is the date on which the Owner certifies that the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders, so that the Owner can occupy the Project for the use for which it was intended. A certificate shall be issued to the Contractor by the Owner upon achievement of Substantial Completion. (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance)

Surety: The bonding company or companies furnishing the bonds required of a Bidder and of the Contractor.

Technical Specifications: The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," those portions of standard specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders and Change Orders that may be issued for the Contract, all describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed as well as any reports specifically issued with the Bid Documents and specifically identified in the Instructions to Bidders which may include geotechnical or other technical reports.

Temporary Construction Easement Line: A boundary which describes additional areas which may be made temporarily available for construction operations.

Time Contingency: The maximum time specifically identified in the Contract Documents by which the Owner may extend the contract time to accomplish the work without a change order. Limitations on the use of the time contingency are set forth in the Contract Documents.

Unit Prices: Unit prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the unit price Work with adjacent work; and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the unit prices as full compensation for furnishing such Work.

Work: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Contract Documents or, if not specifically imposed by the Contract Documents, which can be reasonably assumed as necessary to fulfill the intent of the Contract Documents to provide a complete, fully functional, and satisfactory project.

Work Order: A written order, authorized by the Architect/Engineer or Owner, directing the Contractor to perform work under a specific Allowance Account or directing the Contractor to perform a change in the Work that does not have a monetary impact, including but not limited to, extending the Contract Time or

subject to the payment of Liquidated Indirect Costs if entitlement is established as required by these Contract Documents. No Work Order may increase the Contract Sum.

END OF ARTICLE

2. INTERPRETATION

- A. The intent of the Contract is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a fully functioning facility and fully receive the benefits intended under the Contract. The Contractor shall perform, without additional compensation, such incidental, implied, or appurtenant work as necessary to complete the Work and fulfill the design intent, in accordance with the requirements set forth in the Contract Documents, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.
- B. The Contract Documents and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. The documents comprising the Contract Documents are complementary and indicate the construction and completion of the Work. Anything mentioned in the Contract Documents and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Contract Documents, shall be of like effect as if shown or mentioned in both. The more stringent shall apply in the case of a conflict. The Owner's determination of the more stringent standard shall control and be binding on the contractor, without limitation, and the Contractor's compliance with this determination shall not be considered as Extra Work.
- C. Site Inspections and Verification of Governing Dimensions: In executing the contract, the Contractor represents that he has, prior to bid, visited the site, become familiar with the conditions under which the work is to be performed and correlated his personal observations with the requirements of the Contract Documents or that he has chosen not to do so, in the event that a mandatory site visit is not specified in the Contract Documents. The Contractor accepts the responsibility for all errors in construction which could have been avoided by such examination and the opportunity to seek timely clarifications during the bidding process. The Contractor, before commencing work, shall verify all governing dimensions at the site, all conditions under which the work is to occur, including but not limited to site access, lay down and staging areas, the presence of known utilities and utility connections, and shall examine all adjoining work on which his work is in any way dependent for its conformance with the intent of the Contract Documents and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the Contractor, and agreed to in writing by the Owner through the Architect/Engineer before the Contractor begins any part of the Work. No disclaimer for defective or non-conforming adjoining work that was clearly foreseeable to the Contractor during a site visit (mandatory or non-mandatory) will be considered by the Owner. The County does not warrant or guarantee the presence or absence of any particular site conditions, or the accuracy of any as-built information related to existing work in-place on the site. To the extent provided by or in the possession of the County, subsurface reports, soil borings, and as-builts are solely for the Contractors consideration and use, and the County does not represent that such materials accurately reflect the conditions of the Site.
- D. Errors, Inconsistencies and Omissions: The Contractor shall carefully study and compare all drawings, Contract Documents, and other instructions; shall verify all figures on the Contract Drawings before laying out the Work; shall notify the Owner or Architect/Engineer of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions in writing during the bidding process and prior to submitting his Bid. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Drawings or Contract Documents, and the Architect/Engineer shall be entitled to make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all

errors in construction which could have been avoided by such examination and notification, and shall correct, at his own expense, all work improperly priced, scheduled or constructed through failure to notify the Owner or Architect/Engineer and to request specific instructions.

- E. Where "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Contract Documents unless stated otherwise.
- F. References to Articles or Sections include sub-articles or subsections under the Article referenced.
- G. Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where otherwise expressly indicated. In case of a conflict between the Contract Documents and the referenced standard, the Contract Documents shall govern.
- H. Order of Precedence of Contract Documents: Unless otherwise provided for in the Special Provisions or required by law, the order of precedence of the Contract Documents will be as follows:
 - 1) Change Orders to the Contract
 - 2) Notice to Proceed
 - 3) Contract
 - 4) Addenda
 - 5) Special Provisions
 - 6) General Conditions
 - 7) Referenced Codes and Standards
 - 8) Technical Specifications
 - 9) Contract Drawings
 - 10) Guarantees
 - 11) Instructions to Bidders
 - 12) Invitation to Bid
 - 13) Other documents
- I. In case of differences between small- and large-scale drawings, the drawings showing greater detail shall govern. The Owner's determination of the more detailed shall control and be binding on the contractor, without limitation, and the Contractor's compliance with this determination shall not be considered as Extra Work. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any scaled dimensions on drawings and the figures written thereon, the figures shall govern over the scaled dimensions unless otherwise indicated.
- J. Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Owner or Architect/Engineer in a timely manner to allow sufficient time for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. The Owner or Architect/Engineer's decision shall be final.

- K. Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only and shall be deemed not to modify or affect the rights and duties of parties to this Contract.
- L. No acceptance, order, measurement, payment, or certificate of or by the Architect/Engineer and/or the Owner or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.
- M. Wherever the terms, "as directed," "ordered," "permitted," "designated," "as approved," "approved equal," "or equal," "acceptable," and other words of similar meaning which authorize an exercise of judgment are used in the Contract Documents, such judgment shall be vested only in the Owner and shall be final.
- N. The Contractor shall make available at the job site one copy of each referenced standard and/or Contract Documents for the Contractor's and the Field Representative's use during the time that work covered by the standards and/or Contract Documents is underway.
- O. The Contract Documents provide for a complete work and may have been prepared in divisions of various crafts, trades, and other categories of work. The Contractor is responsible for the performance of all work under the Contract regardless of any such divisions and shall ensure that all work is performed and completed. The organization of the Contract Documents into divisions, sections and articles and the arrangement of the drawings do not restrict or limit the Contractor into dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.
- P. No deviation from the approved Contract Documents shall be permitted without the prior written approval of the Owner, which approved deviation shall be documented either by Change order, except that deviations with respect to line items may be paid for via Work Order, to the extent funds are available in the Allowance Account or applicable dedicated Allowance Account.
- Q. All Requests for Information by the Contractor shall be submitted to the Architect or Engineer, with a copy to the Owner, shall be in writing, shall specify, to the maximum extent possible, the particular sheet, page, or section for which the Contractor is requesting information, and shall identify with the maximum specificity possible the ambiguity or uncertainty which the Contractor claims exists.

END OF ARTICLE

3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE

- A. The Architect/Engineer shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work in accordance with the time frames prescribed in the Contract Documents. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, and the fulfillment of the Contract on the part of the Contractor, and those decisions shall be binding on the Contractor.
- B. The Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract.
- C. The Architect/Engineer, Owner and Field Representative shall have free access to the Work and materials at all times to facilitate the performance of his duties.
- D. Subject to concurrence by the Owner, the Architect/Engineer shall have the right to observe and reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer discovers any work in progress or completed that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer will not be paid for, nor shall any work associated to remove, remediate, or correct such non-conforming work be considered Extra Work. Any such observation and/or rejection shall not be construed as undertaking supervisory control of the Work or of means and methods employed by the Contractor or his subcontractors and shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. The Contractor shall not request or attempt to require the Architect/Engineer to undertake such supervisory control or to administer, supervise, inspect, assist, or act in any manner so as to relieve the Contractor from such responsibilities or obligations.
- E. The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.
- F. If either the Architect/Engineer or the Field Representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.
- G. Any work done or materials used which are not in compliance with the Contract Documents may be ordered removed and replaced at the Contractor's expense.
- H. The Owner and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.
- I. Neither the Architect/Engineer nor the Field Representative shall be responsible for any safety obligations imposed on the Contractor by applicable industry standards, licensing requirements, laws, or regulatory requirements.

- J. Inspectors may additionally be employed by the Owner or the Architect/Engineer. Inspectors will be authorized to inspect all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Plans or the Specifications and will have authority to suspend the work affected until any question at issue can be referred to and decided by the Engineer. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.
- K. If authorized in writing by the Owner, the Field Representative and/or Architect/Engineer will administer the Contract and the orders of the Owner are to be given through the Field Representative and/or Architect/Engineer. The Field Representative and/or Architect/Engineer shall make initial determinations as to the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract, subject to review and approval by the Owner.
- L. The Field Representative may observe the Contractor's work for compliance with the Contract Documents. Such observation shall extend to all, or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used. Owner reserves the right to observe the work via its own employees, Field Representatives, Inspector's, or the Architect/Engineer.
- M. Upon discovery, the Field Representative shall call the Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.
- N. When any work in progress or completed does not meet the requirements of the Contract Documents, the Field Representative shall have the authority to order the Contractor to shut down that portion of the work affected until the affected work is corrected to the satisfaction of the Field Representative. The Field Representative shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representative's order to shutdown will not be accepted or paid for.
- O. The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract. If authorized in writing by the Owner, the Field Representative will negotiate and act on behalf of the Owner to the authorized limits of his authority as specified in the Contract Documents.
- P. Whenever the Contractor intends to build, assemble, or perform any portions of the Work away from the site, the Contractor shall promptly notify the Field Representative of such intentions, including where and when such work is to be performed before such work starts. The Contractor shall also make arrangements for access thereto by the Owner, Field Representative and/or the Architect/Engineer so that the aforementioned portions of the Work may be inspected as needed.
- Q. The fact that the Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Field Representative from subsequently rejecting said materials or work and does not relieve the Contractor of his responsibility to meet the requirements of the Contract Documents.
- R. The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor.
- S. The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of

means and methods employed by the Contractor or his subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Field Representative to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

- T. If authorized in writing by the Owner, the Field Representative shall decide all questions relating to the rights of different prime contractors on the Project or site.
- U. All materials and each part or detail of the work shall be subject to observation by the Field Representative and/or the Architect/Engineer. The Architect/Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required.

END OF ARTICLE

4. OWNER

- A. Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Contractor. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Contractor.
- B. Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted by the Owner to indicate the true quantities or distribution of quantities unless the Contractor is expressly directed to rely on such information to prepare and submit his Bid.
- C. If the Contractor is notified by the Owner to correct defective or nonconforming work, and the Contractor fails to promptly proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplish the redesign, repair, rework, or replacement of nonconforming work by the most expeditious means available and back charge the Contractor for the cost incurred. The cost of back charge work shall include all reasonable costs associated with the corrective action.
- D. The Owner shall separately invoice or deduct from payments, otherwise due to the Contractor, back charges as provided herein. The Owner's right to back charge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of back-charge work, on behalf of the Owner, shall not relieve the Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Contract Time.
- E. Miami-Dade County enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of Miami-Dade County acting in its regulatory capacity, including but not limited to the regulatory acts of the departments of Regulatory and Economic Resources (RER), Transportation and Public Works (DT&PW), Miami-Dade Fire-Rescue (MDFR) and Mia-Dade Water and Sewer Department (WASD), or their successors.

END OF ARTICLE

5. CONTRACTOR

- A. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- B. The Contractor shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami- Dade County.
- C. The Contractor shall maintain within Miami-Dade County, Florida, a duly authorized agent to accept service of legal process on its behalf and shall keep the Owner advised of such agent's name and address, during the duration of the Contract, and for three years after final payment or as long as Contractor has warranty obligations under these Contract Documents, whichever period terminates later. The Contractor shall complete the form titled "Contractor Agent to Accept Service" included in the Contract Documents and submit it to the Architect/Engineer prior to NTP.
- D. The Contractor shall be responsible for the complete performance for all of the work under the Contract, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus, and property of every description used in connection therewith.
- E. If requested by the Owner, the Contractor will obtain written confirmation from impacted subcontractors agreeing to work within the timeframes specified in the Contractor's schedule as a condition of acceptance.
- F. Contractor's Superintendent: The Contractor shall provide a superintendent at the site at all times who is competent in the type of work being performed to act as the Contractor's agent, and shall give that superintendent the full authority to receive instruction from the Field Representative or Architect/Engineer and to execute the order or directions of the Field Representative or Architect/Engineer, including the prompt supply of all materials, tools, equipment, labor, and incidentals that may be required. The Contractor shall furnish such superintendence regardless of the amount of work that is subcontracted, and the superintendent shall read, speak, write, and understand English. The Contractor shall also maintain at least one other employee on the work site during Project working hours who speaks and understands English. The superintendent shall be responsible for keeping written daily logs of the work on the project.
- G. The competency of the superintendent shall be demonstrated through licensure or certification in contracting, engineering, trade, or experience as applicable to the work being performed. Proof of licensure, certification or qualification of the superintendent must be provided to the Owner at the pre-construction conference and is subject to the approval of the Architect/Engineer or Field Representative after Contractor receipt of said requirements. The Contractor shall replace the Superintendent only with written notice to the County five (5) days in advance of the proposed substitution, and only with a superintendent qualified to perform the work as reasonably determined by the Field Representative.
- H. In the event that the Field Representative or Architect/Engineer determines, through the course of the actual work progress, that the superintendent lacks the knowledge or expertise necessary to execute the work in an efficient and competent manner, in keeping with all current codes and best practices, the Field Representative or Architect/Engineer shall notify the Contractor in writing and the

superintendent shall be replaced by the Contractor with a person acceptable to the Field Representative or Architect/Engineer within five (5) working days.

- I. The Contractor's failure to replace the superintendent in the time allotted shall be cause for the Owner to suspend work with such delays chargeable to the Contractor as Liquidated Damages as specified elsewhere in this contract.
- J. The Contractor shall maintain a daily accounting of his daily manpower, by trade and position, and provide this information to the Field Representative on a weekly basis.
- K. The Contractor shall notify the Owner of any changes of key personnel and all replacement personnel prior to assigning them to the jobsite.

END OF ARTICLE

6. SUBCONTRACTORS

- A. The Contractor will be permitted to subcontract portions of the Work to competent subcontractors. Such subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in the Florida Statutes and the Code of Miami-Dade County. Use of Subcontractors who were not listed on the Subcontracting Form, or equivalent, at the time of award may occur only with the express consent of the Owner.
- B. Nothing contained herein shall create any contractual relationship between the Owner and any level of subcontractor, materialman, or supplier.
- C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor which shall contain provisions that:
- 1) Preserve and protect the rights of the Owner and any of its authorized representatives under the Contract, including but not limited to, the Architect/Engineer and Field Representative, with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
 - 2) Require that such Work be performed in accordance with the requirements of the Contract Documents including the Contractor's accepted schedule;
 - 3) Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment in accordance with any and all payment provisions of the Contract Documents;
 - 4) Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
 - 5) Require specific consent to all relevant provisions of the Contract Documents; and
 - 6) Incorporate all flow-down clauses specifically called for in the Contract, as directed.
- D. Contractor Participation: The Contractor shall perform not less than 10 percent of the Work, not inclusive of materials purchased, with his own organization. If the Contractor is a joint venture, the requirement shall be satisfied by any one, or a combination of any of the joint venture partners. Where a percentage of a Bid Item is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Bid Item, determined from information submitted by the Contractor, subject to approval by the Owner. If, during the progress of the Work, the Contractor requests a reduction in such participation percentage, and the Owner determines that, due to the special nature of the conditions of the Work at the time, it would be to the Owner's advantage, the percentage of the Work required to be performed by the Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Owner. The Contractor shall not proceed with any such reductions until his request is approved in writing by the Owner or his authorized designee. Under no circumstances shall less than 10 percent of the Work be performed with the Contractor's own forces.

E. Work Performed by Equipment-Rental Agreement:

- 1) The amount of work performed under equipment rental agreements shall not be considered subcontractor work. However, for work to be performed by equipment-rental agreement, the Contractor shall notify the Architect/Engineer in writing of such intention before using the rented equipment and shall indicate whether the equipment is being rented on an operated or non-operated basis. The Contractor's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the Architect/Engineer, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.
- 2) The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the Project. If equipment is being rented without operators, the Contractor shall be required to carry the operators on his own payroll. When equipment is rented on an operated basis, the Contractor, when required by the Contract or requested by the Architect/Engineer, shall submit payrolls from the lessor with the names of the operators shown thereon.

F. No work is to be performed at the Work site until the Contractor is in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to the Owner and obtained all required permits.

G. Approval of Subcontractor:

- 1) Prior to entering into any subcontract for Work to be performed on the Project, the Contractor shall secure the approval of the Owner regarding the prospective subcontractor's qualifications and employment data. The Owner will review the submittal from each subcontractor and will furnish written notification to the Contractor concerning approval of the award of the subcontract. If the Owner objects to the proposed award or fails to respond to the Contractor within five (5) business days of the complete submittal of the required information, the Contractor may furnish written notice of another subcontractor for consideration. The Owner may, at its discretion, waive or reduce subcontractor information submittal requirements as it deems appropriate.
- 2) In accordance with Miami-Dade County Code Sections 2-8.1 and 10-33.01, the Contractor shall not, without written consent of the Owner, either replace any subcontractor or permit any such subcontract to be assigned or transferred, or allow that portion of the Work to be performed by anyone other than the approved subcontractor, except he may perform the work himself with qualified personnel upon written notice to the Owner in accordance with applicable law.

END OF ARTICLE

7. PROSECUTION OF THE WORK

A. Workmanship and Unauthorized Work

- 1) Work under this Contract shall be performed in a skillful and workmanlike manner. Unless otherwise indicated in the Contract Documents, the Contractor shall be solely responsible for means and methods and for the coordination of all trades through completion of the Work and without damage to the existing or newly installed components and surfaces. The Architect/Engineer or Field Representative may, in writing, require the Contractor to remove from the work any employee the Architect/Engineer or Field Representative determines incompetent, careless, or otherwise objectionable. Such request shall be at no cost to the Owner.
- 2) Unauthorized Work: Work performed beyond the lines and grades shown on the Contract Drawings and approved Shop Drawings or established by the Owner, and Extra Work done without a Work Order or Change Order, will be unauthorized work and the Contractor will receive no compensation therefor. If required by the Owner, unauthorized work shall be remedied, removed, or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, the Owner may at its discretion, remedy, remove or replace the unauthorized work and the Contractor shall bear the responsibility for any and all costs and for delays resulting from such work.
- 3) The entire work and each part thereof, unless otherwise specified in the Contract Documents, shall be placed at the location, elevation, grade and gradient specified, and in proper alignment and adjustment. The Contractor shall provide all frames, forms, falsework, shoring, guides, anchors, and temporary structures required to ensure these results.
- 4) No deviation from the approved Plans/Specifications shall be permitted unless (1) the Contractor has submitted an RFI requesting the deviation, and (2) the Contractor has prior written approval of the Architect/Engineer and/or Owner. Written approval shall be by Work Order or Change Order, shall be documented to the extent required by, and shall otherwise comply with the requirements of, the Contract Documents.
- 5) The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.
- 6) All proposed equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the work, producing a satisfactory quality of work. Equipment used on any portion of the work shall be such that no damage to previously completed work, adjacent property, or existing facilities will result from its use.
- 7) When the Contract Documents expressly specify the use of certain methods and equipment, such methods and equipment shall be used unless other methods are authorized in writing by the Architect/Engineer by Work Order or Change Order. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval

is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Architect/Engineer may direct at no additional cost to the Owner. No change will be made to the Contract price or the Contract Time as a result of authorizing a change in methods or equipment under this article.

- 8) The Contractor shall give constant attention to the work to facilitate the progress thereof such that the work will be completed during the contract time and shall cooperate with the Architect/Engineer and its Field Representatives and with other Contractors in every way possible.
- 9) The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise expressly allowed in the Plans and Specifications, or otherwise expressly approved in writing by the Owner and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless otherwise required under this Contract. Work not conforming to these standards may be considered defective. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 10) Contractors working in the Public Rights-of-Way shall be cognizant of and comply with Miami-Dade County Code Section 2-103.1 relating to restoration after construction of utilities or works in the public right of way; and Miami-Dade County Code Sections 21-221 through 228 relating to excavation and protection of underground utilities and requiring various Contractor activities; The Contractor shall make every effort to minimize construction impact to business in the area of the Project and as appropriate, the Department will recover any costs caused the County by Contract delays or other business impacting activities attributable to the Contractor. To this end the Contractor shall conduct its construction activities in a manner that will minimize these detrimental effects.
- 11) The Contractor shall at all times ensure that the work site is maintained in a clean and orderly fashion. As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. The Contractor shall also restore all public and private property in a manner acceptable to the Engineer, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the Contractor shall leave the site and vicinity unobstructed and in a neat and presentable condition. In the event of delay exceeding two days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any money due the Contractor on the monthly or final estimate. No Contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.
- 12) The Architect/Engineer shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Florida Registered Land Surveyor hired by the Contractor shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same.

- a. The Contractor shall retain the services of a Florida Registered Land Surveyor who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the work as well as the recording of all as-built dimensions and elevations. The Contractor shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given and shall be responsible for their preservation. Should any of the horizontal and vertical control points furnished by the Engineer of Record be destroyed or disturbed, they shall be reset by the Contractor's Florida Registered Land Surveyor, at the Contractor's expense. All control points previously furnished by the Engineer of Record shall be verified by the Contractor's surveyor.
 - b. For pipeline Projects the Engineer of Record shall furnish the Contractor with horizontal and vertical control every 1,320 feet which shall be utilized as specified elsewhere herein to layout the work. If a pipeline Project is less than 1,320 feet, the Engineer of Record will provide the Contractor with two horizontal and vertical control points. At on-plant-site Projects, the Engineer of Record
 - c. shall furnish the Contractor with three horizontal and vertical controls.
 - d. No direct payment shall be made for the cost to the Contractor of any of the work occasioned by delay in giving lines and grades, or making other necessary measurements, or by inspection.
- 13) Chapter 446 of the Florida Statutes, as amended, which is by reference incorporated herein, provides labor standards for ratios of apprentices or trainees to journeymen on State, County, or municipal contracts. It shall be the responsibility of the Contractor, prior to the opening of bids, to inform themselves of the provisions of Chapter 446, Florida Statutes, as amended, which are, or may become, applicable to the Contract, and he shall abide by these provisions at no cost to the County. The Contractor is advised to direct all inquiries concerning Chapter 446, Florida Statutes, as amended to the Florida State Apprenticeship Advisory Council.

B. Material

- 1) Unless otherwise indicated in the Contract Documents, equipment, material, and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his option and, subject to the approval of the Architect/Engineer, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of these Contract Documents or propose a substitute equipment, material, article, or process as indicated below. The Contractor shall at all times comply with Green Building or LEED standards, as established in the Contract Documents; unless otherwise specified, LEED Silver standards shall be the minimum standards acceptable to the County. Proposed alternative equipment, material, products, or patented processes shall be considered equivalent if the Architect/Engineer determines that the proposed alternative is functionally equal to and/or sufficiently similar to that specified in the Contract Documents. The Architect/Engineer and/or the Owner may consider the Department's current maintenance history, requirements for spare parts, training of personnel and conformity to existing systems when reviewing alternatives.

- 2) The Architect/Engineer shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article, or process. A proposed alternative shall be considered equivalent and/or functionally equal to that specified in the Contract Documents if, in the exercise of reasonable judgment, the Architect/Engineer determines that the proposed alternative is at least equal in materials of construction, quality, durability, appearance, strength and design characteristics, will reliably perform at least equally well the function and achieve the results imposed by the Design Professional's Basis of Design and has a proven record of performance and availability, and the procurement and installation of same will not impact project costs or schedule.
- 3) If the Architect/Engineer determines that a proposed alternative does not qualify as equivalent or functionally equal, the alternative may be proposed for consideration as a substitute subject to the Contractor submitting sufficient information as provided below to allow the Architect/Engineer to determine that the proposed alternative is essentially equivalent to or better than the specified item and is an acceptable substitute for that said specified item.
- 4) The burden and cost of proving the quality, suitability and cost of an alternative shall be borne by the Contractor. All information required by the Architect/Engineer in judging an alternative shall be supplied by the Contractor at the Contractor's expense. The Architect/Engineer's costs in evaluating a proposed alternative, irrespective of its acceptance, will be reimbursed by the Contractor to the Owner. In the case of approved alternatives, the Contractor shall also reimburse the Owner for the Architect/Engineer's costs to revise the Contract Documents.
- 5) The Contractor certifies that, if approved and incorporated into the Work, there will be no increase in cost to the Owner or in Contract Time and the proposed alternative shall conform substantially to the detailed requirements of the item specified in the Contract Documents.
 - a. Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial work to completed work, shall be at the Contractor's expense,
 - b. No action relating to the approval of alternative materials will be taken until the request for approval of the alternative materials is made in writing by the Contractor accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least 60 days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the Contractor.
 - c. The Architect/Engineer will examine and review the proposed alternative with the Owner and return it, within twenty-one (21) calendar days from the date of its receipt at the Architect/Engineer's office, to the Contractor noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Architect/Engineer, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required. Contractor is solely responsible for submitting alternatives in a timely fashion so as not to impact project schedule; in the event that Owner's or Architect/Engineer's review of an alternative delays the project, or redesign of the

project required to accommodate the alternative delays the project, such delay shall be considered non-compensable delay.

- d. Where classification, rating, or other certification by a body such as, but not limited to, Underwriters' Laboratories Inc. (UL), National Electrical Manufacturer's Association (NEMA), or American Railway Engineering Association (AREA) is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Documents requirements. Testing required proving equality of the material proposed shall be at the Contractors expense.
 - e. Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for the Owner.
- 6) Source of Supply and Quality of Materials: The Contractor shall furnish all materials and products required to complete the Work except those designated to be furnished by the Owner.
- a. Notwithstanding prior inspection and approval by the Architect/Engineer, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.
 - b. The materials shall be manufactured, handled, and incorporated so as to ensure completed work in accordance with the Contract Documents.
- 7) Defective Materials: Contractor-furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work. The Owner may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the Contractor.
- 8) Handling of Materials: Materials shall be transported, handled, and stored by the Contractor in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
- 9) The Owner will have no responsibility to the Contractor concerning local material sources.
- a. The Contractor shall make all necessary arrangements with the owners of material sources. The Contractor shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the Owner expressly agrees in writing to assume.
- 10) Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Contractor shall make his own arrangements for properly disposing of waste and excess materials outside the Work Site and he shall pay all costs, therefore. Contractor shall comply with all local, state, and federal requirements when disposing of waste and excess materials.
- a. Prior to disposing of material outside the Work Site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file with the Architect/Engineer said permit, or a certified copy thereof, together with a

written release from the property owner absolving the Owner from any and all responsibility in connection with the disposal of material on said property.

- 11) Property Rights in Materials: The Contractor shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the Owner to the Contractor for materials delivered to the site of the Work, or stored subject to or under the control of the Owner, as provided in these Contract Documents. However, the Contractor shall be responsible for the security of the material on-site until Final Acceptance by the Owner.

C. Methods of Sampling and Testing

- 1) Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Contractor as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the Owner by the project testing laboratory. The Contractor shall furnish the required samples without charge. Any and all fees for non-conforming materials or work shall be solely borne by the Contractor. The Contractor shall give sufficient notification to the Field Representative of the placing of orders for or receipt of materials to permit testing.
- 2) The Field Representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly. Should the Field Representative conduct plant inspections, the following shall exist:
 - a. The Field Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
 - b. The Field Representative shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.
 - c. If required by the Field Representative, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
- 3) It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Field Representative shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents. In such an event, the cost of re-testing shall be borne by the Contractor if it results in a rejected material.
- 4) All inspections and testing of materials, assemblies and equipment will be performed in Miami-Dade County. If the Contractor's material or manufacturing sources are such that inspections or tests cannot be made in Miami-Dade County, all traveling and lodging expenses in connections with such inspections and testing shall be borne by the Contractor.

D. Meetings

- 1) A pre-construction conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this contract. The Contractor and its major subcontractors shall

be required to attend this meeting. The Contractor will be advised of the time, date, and location of the meeting.

- 2) The Contractor shall attend weekly construction coordination meetings at a time and place to be designated by the Architect/Engineer. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Contractors. The Contractor shall cause subcontractors and suppliers to attend as he deems advisable, or as requested by the Architect/Engineer. Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for generating and distributing meeting minutes for all such meetings. Notwithstanding, the Owner may generate and disseminate supplemental meeting minutes, as may be necessary in the owner's discretion.

E. Permits and Compliance with Laws

- 1) Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work. (For payment of permit(s), see Special Provisions). No time extensions will be allowed for delays in obtaining the required permits unless revisions directly caused by the Owner, or its agents are required to the Contract Drawings due to changes in codes, regulations, and applicable contract standards during the contract term. See Special Provisions for additional permit requirements.
- 2) The Owner will not pay or reimburse the Contractor for any penalties relating to his permits or fees as a result of the Contractor's failure to timely obtain all his permits, inspections, and approvals.
- 3) The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules, and regulations of the Federal, State and County governments, all authorities having jurisdiction, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.
- 4) Dewatering of excavations shall be performed in accordance with the applicable provisions of the County's Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA) and the South Florida Water Management District (SFWMD) Dewatering Permits and/or any and all authorities having jurisdiction and any other requirements specified in the Contract Documents. The means and methods of dewatering shall be determined by the Contractor who shall bear the full cost of same as part of the contract price.
- 5) All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharge from construction sites.
- 6) Upon completion of all of the work contemplated under the Contract Documents, the Contractor shall obtain and deliver to the Field Representative such Certificate(s) of Occupancy or Certificate(s) of Completion as required by the Florida Building Code and/or authority having jurisdiction.

- 7) The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Section 2-8.4.1, which provides that, whenever any individual or corporation or other entity attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The Contractor is further directed to Section 10-38 of the Miami-Dade County Code, which provides for the debarment of County contractors.
- 8) The use of explosives will not be permitted under this Contract, except that powder and/or explosive fasteners may be allowed with the prior written consent of the Owner.

F. Coordination and Access

- 1) Other Contracts: The Owner may undertake or award other contracts for additional work, and the Contractor shall fully cooperate and coordinate with other Contractors and the Owner and carefully fit his own work to such additional work. The Contractor shall not perform any act which will interfere with the performance of work by any other contractor or by the Owner. The Contractor shall be responsible for obtaining all necessary scheduling details from other Contractors and these requests must be provided, in writing, to the Owner. The Owner, or, if authorized in writing by the Owner, the Architect/Engineer shall have the authority to resolve conflicts related to coordination between Contractors.
- 2) In the event of interference between the work of the Contractor and other contractors working concurrently at the Site, the Field Representative will instruct the Contractor as to which work has priority in performance and such instructions shall be binding upon the Contractor.
- 3) Utility companies, railroads, municipal agencies, and County tenants/lessees having facilities within the limits of the Work shall always have access to their facilities for operations, inspection, and repair.
- 4) Lands to be furnished by the County for construction operations, roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for the construction operations or for other purposes during the construction of the work, they shall provide for the use and restoration of such lands at their own expense.
- 5) Rights-of-way for work to be done under the Contract will be provided by the County. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Owner, or, if directed in writing by the Owner, the Architect/Engineer will decide which Contractor shall cease work, and which shall continue, or whether the work of both contracts shall progress at the same time, and in what manner. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, the Engineer may grant to the Contractor so desiring such privilege of access to the territory as the Engineer shall deem to be appropriate, and no such decision shall be made the basis of any claim for delay or damage, except as provided in Article 8 herein.

G. Rights in Land and Improvements

The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the Work Site for any purpose whatsoever, either with or without

compensation, in conflict with any agreement between the Owner and any property owner, former property owner or tenant of such land, structure or building. The Contractor shall not occupy County-owned property outside the Work Site without obtaining prior written approval from the County.

H. Interference With Existing Utilities

- 1) Attention of the Contractor is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other existing overhead or underground utilities and structures.
- 2) Before commencing work in any given area, the Contractor shall contact utility companies to identify any potential conflicts. Further, the Contractor shall also carefully review the plans, survey, and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures are shown on the Plans for reference purposes only, but no guarantee is expressed or implied that the information is accurate. It shall be the sole responsibility of the Contractor to ascertain and/or verify the location of any and all such utilities or structures using magnetic and electronic detectors and by hand excavation or other appropriate measures before performing any work that could result in damage to such existing utilities or structures. The Contractor shall make a thorough search of the particular location for underground utilities or structures whether or not shown on the drawings before excavation work is commenced in any particular location. To this end the Contractor shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground or other non-observable utilities or structures. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the Field Representative and maintain above ground physical identification during the work.
- 3) In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

I. Protection of Existing Facilities, Vegetation, Structures, Utilities, and Improvements

- 1) The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction work and he shall replace in kind the vegetation, shrubs, and grass damaged by him at his own expense.
- 2) The Contractor shall protect from damage all utilities, foundations, walls, or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification

from the Architect/Engineer, the Contractor fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Contractor.

- 3) At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
 - a. Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to the Contractor. If the Contractor wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility owners and reimburse them at his own expense for cost of the Work. The Contractor shall keep the Architect/Engineer advised of temporary relocation arrangements.
 - b. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the Architect/Engineer said names, addresses and telephone numbers.
- 4) The Contractor shall comply with the latest version of the Florida Building Code, Florida Fire Prevention Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.
- 5) In order to safeguard the owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor the Government, State, the Owner, and the Architect/Engineer in respect thereto, the Contractor shall cause a detailed examination of abutting property to be made before construction is begun. The owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the Contractor to a person in charge of the premises or structure, or by the mailing of the notice to the owner at the premises. The Architect/Engineer will attend while the Contractor makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the Contractor, Owner, and the Architect/Engineer and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. At such time as the Architect/Engineer may direct, or upon the filing of the verified statement by the owner, tenant, lessee, operator, or occupant of the building structure, and in any event, upon the completion of any work that in the opinion on the Architect/Engineer might affect the abutting property, the Contractor will make another detailed examination of such abutting property. A complete record of the then existing conditions of said property will be made in triplicate, signed by the Contractor and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. In any action, which may be brought by any owner, tenant, lessee, operator, or occupant of abutting property to recover under the provisions of this article or any paragraph hereof, the

record of the existing conditions of each parcel will be prima facie evidence of the conditions thereof at the time of the making of the examination.

- 6) The Contractor shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes and standpipe connections shall be kept clear and visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box or standpipe connection. The Contractor shall promptly notify the authority having jurisdiction of any impairment to any fire systems.

J. Damage to the Work and Responsibility for Materials

- 1) The Contractor shall be responsible for materials delivered and work performed until completion and Final Acceptance of the entire construction thereof, except those materials and work which may have been accepted under the applicable sections of this article and shall take all necessary steps to protect the Work, from all causes, at his expense.
- 2) The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the non-execution of the Work, except as provided for in this article. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any cause before Completion and Acceptance of the Work and shall bear the expense thereof. The Contractor shall provide security including, but not limited to, security guards, temporary drainage systems and erection of temporary structures and temporary fencing as necessary to protect the Work and materials from damage.
- 3) The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.
- 4) The Contractor's responsibility for material shall be the same for Owner-furnished material, upon receipt of said material from the Owner, under this Contract as for Contractor-furnished material.
- 5) Relief from Maintenance and Responsibility: The Contractor may request, in writing, from the Owner, that the Owner relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, as described in this paragraph, which have been completed in all respects in accordance with the requirements of the Contract. Such action by the Owner will relieve the Contractor of responsibility for injury or damage to said completed portions of the Work resulting from use by the Owner or the public for any cause, but not from injury or damage resulting from the Contractor's own operations or negligence. Portions of the Work for which the Contractor may be relieved of the duty of maintenance and protection, as provided in this paragraph, include the following:
 - A. Early possession by the Owner of any portion of the Work, in accordance with the Contract Documents.
 - B. This Paragraph 5 does not relieve the Contractor of responsibility for repairing or replacing defective work or materials in accordance with the Contract requirements
- 6) If it is specifically stated in the Specifications that the Department will furnish materials or equipment to the Contractor for incorporation into the work for which this Contract pertains, the County shall not be liable for any: expenses, losses, damages, claims or demands including but not limited to, all direct costs of Contractor such as labor, material, job

overhead, and profit markup but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact cost, or inflationary factors, arising out of any late delivery of such materials or equipment caused by any force Majeure. Compliance with delivery schedules by the Department shall be excused when delays are caused by force Majeure, and, if the delay causes the Contractor to exceed the Contract time stipulated for the final completion of the Project, a non-compensable time extension in the Contract time. An extension in this Contract time will be allowed equal to the length of the delay.

K. Emergencies

- 1) In an emergency affecting the safety of life, the work, or adjacent property, the Contractor shall notify the Owner, the Field Representative, or the Architect/Engineer as early as possible that an emergency exists. In the meantime, without special instruction as to the manner of dealing with the emergency, the Contractor shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Owner, the Field Representative, or the Architect/Engineer may issue instructions, which the Contractor shall follow. Contractor shall present any claims for compensation for emergency work under this section as claims for Extra Work; however, the Contract shall not be entitled to claim Extra Work for if the Contractor did not cause or contribute to the occurrence of the emergency via its actions or omissions.
- 2) For purposes of this article, an emergency is defined as an act or event that has occurred or may imminently occur and which is not caused by actions or inactions of the Contractor, which, if no immediate action is taken may affect the safety of life, the work, or adjacent property. This article does not apply to steps taken by the Contractor to protect the work, adjacent structures, utilities, existing vegetation, etc. under other sections of the Contract Documents. Furthermore, this article does not apply to preparations the Contractor may make prior to storms or hurricanes or other acts of God.

L. Accident Prevention

- 1) Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - a. All persons on the Site or who may be affected by the Work;
 - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- 2) Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection.

- 3) Upon notification from the Owner or its representative(s), the Contractor shall promptly correct any deficiencies affecting the safety and wellbeing of the construction workers and the public that have been identified by the notice.
- 4) Should a situation of imminent danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the Field Representative or the Architect/Engineer. The Contractor will not be entitled to future claims alleging impacts caused by the Owner stoppage of the Work due to safety reasons.
- 5) When the Contract involves work on a plant, pump station or other site or restricted area, the Contractor shall comply with the Owner's Process Safety Management Plan, or other safety management plan or Operation Directives as may be promulgated by Owner prior to the commencement of the work and shall instruct their personnel as required by that plan.

M. Warranty of Work

- 1) Except where longer periods of warranty are indicated for certain items, the Contractor warrants the Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of Substantial Completion. This one-year period shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the work which the Owner takes possession of prior to Substantial Completion, such a period shall commence on the date the Owner takes possession. Upon receiving notification from the Owner or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Contractor shall immediately remedy, repair, or replace, without cost to the Owner or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Contract. Notwithstanding, the correction of latent defects shall not be considered as warranty work.
- 2) The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Contractor's pay request or Payment and Performance Bond if final payment has been made.
- 3) The Contractor will correct all latent defects discovered within ten (10) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law and shall provide the Contractor with an opportunity to conduct test as contemplated in Chapter 558, Fla. Stat. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the actual cost associated with

procurement, implementation, and management thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

- 4) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the benefit of the Owner provided that, if directed by the Owner, the Contractor requires such subcontractors, manufacturers, and suppliers to execute such warranties and guaranties, in writing, directly to the Owner.
- 5) The rights and remedies of the Owner provided in this article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 6) Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by the Owner, its agents or other public body, utility or railroad to which ownership has been transferred.

END OF ARTICLE

8. CONTRACT TIME

A. Notice to Proceed

- 1) The Contract shall be effective 10 days after notice is provided to the Contractor of contract award (“the effective date”) The Contractor shall, immediately after the effective date of the contract: deliver the specified bonds and certificates of insurance to the Owner, if same were not delivered prior to the effective date; apply for all necessary permits; provide a schedule and a schedule of values in accordance with the requirements herein. Contract time shall not begin on the effective date, but instead shall begin upon issuance of a Notice to Proceed. Contractor shall use continuous diligent good faith efforts to provide bonds, insurance, schedules, schedule of values, and to cause the issuance of permits. The failure of Contractor to utilize such continuous diligent good faith efforts shall render the Contractor in default of this Agreement. Alternatively, if the Contractor is unable to obtain all necessary permits within 30 days, through no fault of the Contractor, the Owner has the option, but not the obligation, to terminate the Contract, without fault to the Contractor or the Owner, effective immediately upon written notice by the Owner or give the Contractor additional time to obtain the permits.
- 2) Upon receipt of all required bonds and insurance, issuance of all required permits, and approval by the Owner of the Schedule and the Schedule of values, the Owner may issue a Notice to Proceed. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work (other than obtaining permits) under the Contract until the effective date of the Notice to Proceed, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the start date shown on the Notice to Proceed. The Notice to Proceed shall be effective as of the day it is issued by Owner.
- 3) Any Work Performed by the Contractor (other than obtaining permits) prior to Notice-To-Proceed shall be at the Contractor’s own risk and shall not be considered as the basis for any claim.

B. Schedules

- 1) The Contractor shall provide, maintain, and submit monthly updated schedules in strict accordance with the Contract Documents. The Contractor shall at all times maintain an electronic schedule in the critical path methodology (“CPM”) format or in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc). The Special Provisions and Division 01 of the Technical Specifications may contain further specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates. The County shall approve this schedule prior to issuance of Notice to Proceed. The approved schedule shall be the Baseline Construction Schedule.
- 2) The Contractor shall prosecute the Work in accordance with the approved Baseline Construction Schedule or most recently approved revision to the baseline schedule. In the event that progress along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract at no additional cost to the Owner, unless the Contractor has demonstrated it is entitled a compensable time extension pursuant to the terms of this Contract. In addition, the Contractor shall revise his schedule to reflect these recovery actions

and submit it to the Owner for review and acceptance it being understood that such acceptance will be as to the format and composition of the schedule and not the Contractor's means and methods. Additional costs resulting therefrom will be borne by the Contractor. Delayed progress is defined as:

- a. A delay in the start or finish of any activity on the critical path of the approved baseline schedule or most recently approved revision to the baseline such that the last activity in the critical path occurs after the contract time; or
 - b. A delay in the start or finish of any non-critical activity which consumes more than the available float shown on the approved baseline schedule or most recently approved revision to the baseline, thereby making the activity critical and late; or
 - c. A projected completion date shown on a schedule update which is later than the contractual completion date; or
 - d. Any combination of the above.
- 3) Failure of the Contractor to comply with the requirements under this provision will be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with the Contract Documents. If in the Contractor's estimation, the cause(s) of delay are beyond the Contractor's control, the Contractor shall adhere to the sections of the Contract Documents related to extensions of time, claims and others as appropriate.
- 4) The Contractor shall be responsible for scheduling and coordinating the work of all crafts and trades, subcontractors, and suppliers, required to perform the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or special equipment of the Contractor or its subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of these or any other costs can be requested by or granted to the Contractor or any of its subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or special equipment, except as specified in the paragraph in this article dealing with Liquidated Indirect Costs, for delays in the performance and completion of the Work directly caused by the Owner or its authorized representatives. Other than the exception described above, additional costs may only be paid to the Contractor as a result of additional Work added to the Contract scope of work.

C. Extensions of Time and Classification of Types of Delays

- 1) Once a delay has been identified and it has been established through a Time Impact Analysis that a delay affects the Project's end date or contractually mandated milestone date, the delay must be classified to determine responsibility and to compute damages, if any. Before the Contractor can submit a request for time extension, claim or any request for additional compensation involving or related to time, the Contractor must classify the delay(s) in accordance with the following classifications. These delay classifications shall be used by the Owner and the Contractor in resolving any time-related disputes. Delays fall into three basic categories: non-excusable, excusable, and compensable.
 - a. Non-excusable delays are those delays to the critical path which were foreseeable at the time of contract award or delays caused by the Contractor due to the Contractor's

fault or negligence or his/her own inefficiencies or problems, due to his/her inability to coordinate subcontractors and/or other flaws in his/her planning. In these types of delays, the Contractor is not entitled to extra time or compensation and the Owner may be allowed to assess Liquidated Damages or actual damages, depending on the contract provisions.

- b. Excusable delays are those delays to the critical path beyond the Contractor's control and without the active interference of the Owner, such as extreme weather, force majeure, strikes, and delays caused by third parties (i.e. not the Contractor or the Owner). Contractors are granted a time extension but no additional compensation for the extended time of performance for excusable delays.
- c. Compensable delays are delays to the critical path caused by active interference or participation of the Owner or Owner's consultant. Examples of compensable delays are failure of the Owner to provide right-of-way, introducing late design changes, late review of shop drawings by the Owner or his Architect/Engineer and failure of the Owner to coordinate the work of various prime Contractors. In the case of a compensable delay, the compensation for the extended period of performance shall be the Liquidated Indirect Costs as specified in the Contract Documents. Where a delay is caused by Extra Work, the direct costs of the Extra Work shall be paid for in accordance with Section 9 herein.
- d. Concurrent delays involve two or more delays to the critical path occurring at the same time (irrespective of whether each delay would if analyzed alone, be compensable or non-compensable), either of which had it occurred alone, would have affected the end date of the Project.
- e. The compensability of concurrent delays depends on the types of delays involved. The following shall determine the effects of concurrent delays on time extensions and compensable costs:
 - i. EXCUSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE DELAY. For excusable delays concurrent with non-excusable delays, the Contractor is entitled to a time extension only. For example, it rains the day footings are to be excavated (excusable delay) but the excavation equipment was down for repairs (non-excusable delays).
 - ii. NON-EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For non-excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, if the Owner introduces a design change for a beam but the Contractor has failed to submit the shop drawings for said beam in a timely manner. This would be an example of a non-excusable delay (late shop drawings) concurrent with a compensable delay (Owner introducing design change).
 - iii. EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, the Owner does not provide the necessary right-of-way to begin construction (compensable delay) but the Contractor's forces are on strike (excusable delay).

- 2) Time Extensions: The Contractor may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the delay in completion of the Work, arising from acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, labor disputes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has given to the Architect/Engineer immediate verbal notification, with written confirmation within 48 hours, of the start of the delay of: (1) the cause or causes of delay, (2) the schedule activities impacted by the delay, (3) a rough order of magnitude estimate of the duration of the delay, and (4) potential measures to recover the schedule. Within thirty (30) days after the end of the delay, the Contractor shall furnish the Architect/Engineer with detailed information concerning the circumstances of the delay, the actual number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay; notwithstanding, where monthly schedule updates are required prior to the end of the delay, that monthly updated schedule shall reflect all delay experienced through the date of the submittal. All requests for extension of time shall be submitted in accordance with the Contract Documents. Failure to submit such information will be sufficient cause for denying the delay claims, irrespective of the Contractors entitlement to a time extension or liquidated damages. The Owner will ascertain the facts and the extent of the delay, and its findings thereon will be final and conclusive subject to the dispute provisions in the Contract Documents. The extensions of time granted for these reasons shall be considered excusable and shall not be the basis for any additional compensation.
- a. Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Architect/Engineer. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina, and published by the National Oceanic and Atmospheric Administration (this data is taken from the table of normal, means, and extremes in the latest version of the “Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida”). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day occurring during normal work hours shall be considered to be a rainy day, if the rain actually prevented the Contractor from performing work. The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.
 - b. An extension of time will not be granted for a delay to the critical path caused by a shortage of materials, except Owner-furnished materials, unless the Contractor furnishes to the Architect/Engineer documentary proof that he has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a

cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the Architect/Engineer that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- 3) Delays Caused by the Owner: If the Contractor's performance of the Work along the critical path is delayed by any condition or action directly caused by the Owner, and which was not foreseeable by the Contractor at the time the Contract was entered into, the Contractor shall, provide notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. The Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. In instances where the Owner causes a delay which is responsible for extending the Contract beyond the completion date, the Contractor may claim Liquidated Indirect Costs as specified in the paragraph in this article dealing with Liquidated Indirect Costs. These delays shall be considered compensable, except for the period in which these delays may be concurrent with Contractor-caused delays. If a delay on the part of the Owner is concurrent, that is, if it occurs at the same time as a Contractor-caused delay, the Owner-caused delay shall be considered an excusable delay for the portion of the Owner-caused delay which is concurrent with the Contractor-caused delay.
- 4) Delays Beyond Contractor's Control Not Caused by the Owner: If Contractor's performance of the Work along the critical path is delayed by any conditions beyond the control and without the fault or negligence of Contractor and not caused by the Owner, and if the Owner determines that the delay was beyond the control and without the fault or negligence of the Contractor and not foreseeable by the Contractor at the time this Contract was entered into, the Owner will determine the duration of the delay based on the documentation provided by Contractor, and may extend the time of performance of this Contract provided; however, that Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. These delays shall be considered excusable, and the Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of the delays contemplated by this paragraph and extension of time shall constitute Contractor's sole remedy for such delays.
- 5) In addition to the delays in the Work specified in this section, delays in the Work directly caused by an act or omission by an owner of an adjoining property, or by tenants or permittees on County property, will not be considered an Owner-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, or other organization who either owns or occupies, or both, structures, or parcels or both, immediately adjacent to the Work Site. Extension of time for those delays will be considered excusable and shall be treated as specified in this article, provided that:
 - a. The Contractor has, in accordance with this article, given to the Architect/Engineer immediate verbal justification, with written confirmation within 48 hours of the delay; and
 - b. The Contractor establishes, to the satisfaction of the Architect/Engineer, that:
 - i. The delay was caused directly by an act or omission by the owner of the adjoining property; and

ii. The Contractor has taken reasonable precautions and has made substantial effort to minimize the delay.

- 6) A Change Order will be furnished to the Contractor within a reasonable period of time, after approval of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, pursuant to Section 9-3 of the Code of Miami-Dade County. All change orders shall be in full accord with the Contract Documents. The Board of County Commissioners shall not be bound by the recommendation of County Staff with respect to time extensions, and may accept, reject, or modify change orders in its sole discretion.
- 7) Additional requirements for the submittal of time extension requests may be included in the Technical Specifications,

D. Substantial Completion, Final Completion and Final Acceptance

- 1) The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved:
- a. All Work must be completed to the satisfaction of the appropriate permitting agencies having jurisdiction over the Work. The Contractor must furnish the Owner with a “Temporary Certificate of Occupancy” or a “Certificate of Completion,” as applicable, from the permitting agency unless circumstances arise outside the contract scope that prohibits such certificates from being issued (i.e. utility connections).
 - b. All operational systems which may include but not be limited to electrical systems, security systems, irrigation systems and fire systems, must be completed in accordance with the Contract Documents, tested and approved.
 - c. All plumbing, heating, ventilation, and air conditioning systems must be completed, tested, and approved. Whenever the scope of work includes a facility or building, an HVAC test and balance report must be submitted and approved as a condition precedent to Substantial Completion.
 - d. The punch list may not be so extensive or of a nature that the Contractor’s completion will significantly interfere with the Owner’s beneficial use of the facility.
- 2) When the Contractor believes that all the Work or designated portion thereof required by the contract is substantially completed, the Contractor shall submit to the Field Representative and the Architect/Engineer a request for Substantial Completion inspection. The Contractor, the Field Representative, the Architect/Engineer, sub-consultants, and the Owner shall meet at the Project site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or Work to be corrected shall be noted on a Punch List. If the Field Representative and/or the Architect/Engineer and the Owner indicate on this inspection report that the Work is substantially complete, a Certificate of Substantial Completion will be issued to the Contractor. The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall have attached the Punch List reflecting any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and shall state the date by which the Punch List is to be completed. The completion time for

the Punch List shall not be greater than 60 days from the date of issuance of the Certificate of Substantial Completion.

- 3) If any of the conditions listed in this article are not met and the Work has not been completed, or the Owner determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Substantial Completion shall not be issued. The Contractor shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Contractor.
- 4) In the event the Contractor fails to achieve Substantial Completion within the period specified in the Contract for completion, the Contractor shall be liable for Liquidated Damages and the Owner has, as its option, the right to, after 10 calendar day-notice to the Contractor, to remove such work from the Contract, in which case the value of the work, as measured by the Owners' cost to have such work performed by others, shall be deducted from Contractor's final payment, whether or not the Owner causes such work to be performed. In the event that the Owner chooses to remove such work, there shall not be any further non-excusable delays charged to the Contractor beyond the 10 days following notice to the Contractor. However, the Contractor shall not be relieved of any non-excusable delays incurred through the date of termination. The Punch List and the Contract shall remain open until all the Work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any back charges, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any back charge, the Owner will bill the Contractor for the balance and the Contractor shall promptly remit to the Owner an amount equal to the billing.
- 5) Final Completion: When the Owner or Architect/Engineer considers all Work indicated on the Punch List to be complete, the Contractor shall submit written certification that:
 - a. Work has been inspected for the compliance with the Contract Documents.
 - b. Work has been completed in accordance with the Contract Documents, and that deficiencies listed within the Certificate of Substantial Completion and its attachments have been corrected.
 - c. Work is completed and ready for Final Inspection.
- 6) Should the Owner and/or Architect/Engineer inspection find that Work is incomplete, he will promptly notify the Contractor in writing listing all observed deficiencies. The Contractor shall be responsible for all Direct and Indirect Costs to the County resulting from the Contractor's failure to complete the Punch List items within the time allowed for completion.
- 7) The Contractor shall remedy deficiencies and send a second certification. Another inspection will be made that shall constitute the final inspection. Provided that work has been satisfactorily completed, the Architect/Engineer will notify the Contractor in writing of Final Acceptance as of the date of this final inspection.
- 8) Prior to Final Acceptance, the Contractor shall deliver to the Field Representative complete As-Built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required

for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.

- 9) Upon notification of Final Acceptance to the Contractor, the Architect/Engineer will request and consider closeout submittals from the Contractor including but not limited to the final Contractor's Affidavit and Release of All Claims.
- 10) The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.
- 11) Re-Inspection Fees: Should the status of completion of the Work require re-inspection of the Work by the Owner and the Architect/Engineer due to failure of the Work to comply with the Contractor's representations regarding the completion of the Work, the Owner will deduct from the final payment to the Contractor, fees and costs associated with re-inspection services in addition to scheduled Liquidated Damages.

E. Use and Possession

The Owner shall have the right to occupy, take possession of or use any completed or partially completed portions of the Work. Such possession or use will not be deemed an acceptance of work not completed in accordance with the Contract. While the Owner is in such possession, the Contractor, notwithstanding the provisions of the Contract Documents, will be relieved of the responsibility for loss or damage to those portions of the Work occupied by Owner, excepting those resulting from the Contractor's fault or negligence or breach of warranty. The Contractor shall be responsible for maintenance of all equipment in these areas until these responsibilities are turned over to the County in writing. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, a Contract change in the Contract price, or the time of completion will be made, and the Contract will be modified in writing accordingly.

F. Liquidated Damages and Liquidated Indirect Costs

- 1) The parties to the Contract agree that time, in the completion of the Work, is of the essence. The Owner and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Contractor shall be assessed Liquidated Damages on a daily basis for each Day that individual milestones, both interim and cumulative as specified in the Contract Documents, are not timely achieved or that Contract Time is exceeded due to a non-excusable delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with any certainty and which were incurred by the Owner due to the delay. The amount of Liquidated Damages assessed shall be an amount, as stipulated in the Contract Documents, per day for each calendar day that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.
- 2) The Owner and the Contractor recognize and agree that the precise amount of the Contractor's Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract, and that proof of the precise amount will be difficult. Therefore, Liquidated Indirect Costs recoverable by the Contractor, shall be assessed on a daily basis for each Day the Contract Time is delayed due to compensable delay.

These Liquidated Indirect Costs shall be paid to the Contractor in full satisfaction of all costs and damages caused by compensable excusable delays, except for Direct Costs. There shall be no Liquidated Indirect Costs payable for time directly related to Extra Work for which a Change Order has been issued.

- 3) The amount of Liquidated Indirect Costs recoverable shall be an amount, as stipulated in the Contract Documents per day for each day the Contract is delayed due to compensable excusable delay. Unless otherwise specified in the Contract, for lump sum contracts, the daily amount of Liquidated Indirect Costs will be calculated by dividing the total amount in the Contractor's approved Schedule of Values for General Requirements by the Contract duration (in days) after deducting any general conditions costs directly paid by the Owner during the execution of the Project. The amount of the Liquidated Indirect Costs calculated in accordance with this formula shall be stated in the Notice-to-Proceed. For unit price contracts, the daily amount of Liquidated Indirect Costs will be calculated as defined in the formula below:

$$\frac{(\text{Amount of Bid} \times 8\%) \text{ less any General Requirements items paid independently/individually}}{\text{Original Contract Duration (In Days)}}$$

- 4) In the event the Contractor fails to perform any other covenant or condition (other than time-related) of this Contract relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor. The Owner reserves the right to retain these amounts from monies due the Contractor.
- 5) Nothing in this article shall be construed as limiting the right of the Owner to terminate the Contract and/or to require the Surety to complete said Project and/or to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.
- 6) Consequential Damages: This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Notwithstanding anything whatsoever contained in this Agreement to the contrary, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential, or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing.

END OF ARTICLE

9. PROGRESS PAYMENTS

A. Payments

- 1) The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- 2) The Owner will make progress payments monthly as the work proceeds. Prior to issuance of the Notice to Proceed, unless the Special Provisions provide for the payment to be determined by using a cost-loaded CPM, the Contractor shall, furnish a Schedule of Values for review and approval by the Owner consisting of a detailed cost breakdown of each lump sum bid item in the Bid Form in such detail as the Architect/Engineer shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. Unit price bid items shall be paid for in accordance with the Bid Form. The Schedule of Values shall clearly indicate the amount to be paid by the Contractor to each individual subcontractor. Notice to Proceed shall not be issued, and the Contractor cannot submit monthly invoices, without an approved Schedule of Values.
- 3) In making such progress payments, a maximum of 5 percent of the estimated amount shall be retained from each progress payment made to the Contractor until 50 percent Completion of the work has been established. 50 percent completion is defined as the point in time when at least 50 percent of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the Architect/Engineer. At this point, the retainage amount withheld from each subsequent progress payment may be reduced, at the discretion of the Owner, provided the Owner finds that satisfactory progress is being made. Also, whenever the Work is Substantially Complete, the Owner, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount.
- 4) Material and work covered by progress payments shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the Owner to require the fulfillment of the terms of the Contract.
- 5) Progress payments will be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735.
 - a. The Contractor's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, materialmen and suppliers. The contractor shall remit payment due to subcontractors within 10 days after the contractors' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.
 - b. The Contractor's attention is further directed to Miami Dade County Code Section 10-33.02, Section 2-8.1.4 , Section 2-8.1.1.1.1 and Section 2-8.1.1.1.2 , providing for prompt payments of fourteen (14) days upon receipt of an approved invoice are made

to prime contractor certified as Miami Dade County certified small businesses or prime contracts with Miami Dade County certified small businesses are participating as subcontractors by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments within two (2) days upon receipt of payment from the owner, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

- 6) No progress payments will knowingly be made for work not in accordance with this Contract, but payment of a requisition shall not constitute acceptance of non-conforming work or otherwise constitute a waiver of any of the Owner's rights under the Contract
- 7) Applications for progress payments shall be in the format as prescribed by the Owner. These applications shall be supported by evidence, which is required by this article. Each application for payment shall clearly indicate the amount to be paid to the Contractor as well as the amount to be paid to each of the Contractor's subcontractors and suppliers, based on work installed and approved at the time of the application. The Contractor shall certify, pursuant to the Miami-Dade County False Claims Ordinance, that the work for which payment is requested has been done and that the materials listed are stored where indicated. Those items on the progress payment application that, in accordance with the applicable sections of the Contract Documents, compensate for Force Account Work, for materials not yet incorporated in the work, or for work under change orders negotiated on a cost-reimbursable basis will, under procedures of the Owner, be subject to the Owner's audit review of the Contractor's records supporting the payment application. Audits will be performed so as not to interfere with timely processing of applications for payment. If audit indicates the Contractor has been overpaid under a previous payment application, that overpayment will be credited against current progress payment applications. For a period of five years from Final Acceptance of the Contract, the Contractor shall maintain and make available for audit inspection and copying by the Owner, State and the Government and their authorized representatives, all records subject to audit review.
- 8) The Owner, at its discretion, may authorize payment for materials not yet incorporated into the Work, whether or not delivered to the Work Site. The value of materials on hand but not incorporated into the Work will be determined by the Field Representative, based on actual invoice costs to the Contractor, and such value will be included in a monthly application for payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable locations on Site or in bonded warehouses that are acceptable to the Owner; materials paid for in this manner shall be kept segregated from other materials purchased by Contractor and shall not be used for other projects undertaken by Contractor. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:
 - a. The material has been stored and stockpiled in a manner acceptable to the Field Representative at or on the Work site or in a secure storage facility within Miami-Dade County or other location as approved by the Architect/Engineer. If such

materials are stored outside Miami-Dade County, the Contractor shall accept responsibility for and pay all personal and property taxes that may be levied against the Owner by any state or subdivision thereof on account of such storage of such material. The Owner will permit the Contractor, at his own expense, to contest the validity of any such tax levied against the Owner and in the event of any judgment or decree of a court against the Owner, the Contractor agrees to pay same.

- b. The Contractor has furnished the Field Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Field Representative with satisfactory evidence that the materials and transportation costs have been paid including but not limited to certified bills of sale for such materials and insurance certificates or other instruments, in writing, and in a form as required by the Owner. The Architect/Engineer may allow only such portion of the amount represented by these bills as, in his opinion, is consistent with the reasonable cost of such materials.
- d. The Contractor has furnished the Owner legal title (free of debts, claims, liens, mortgages, taxes, or encumbrances of any kind) to the material so stored and stockpiled and subject only to the Owner's payment for the materials as reflected in the application for payment. All such materials so accepted shall become the property of the Owner. The Contractor at his own expense shall mark such material as the property of the Owner and shall take such other steps, if any, the Owner may require or regard as necessary to vest title in the Owner to such material.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work. The cost of the material included in an application for payment which may subsequently become lost, damaged, or unsatisfactory shall be deducted from succeeding applications for payment irrespective of the cause and whether or not due to the negligence, carelessness or fault of the Owner.
- f. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents and does not waive Owner's right to reject defective material when it is delivered to the Site until such material is delivered to the Site and satisfactorily incorporated into the work.
- g. In no case will the amount in an application for payment for material on hand exceed the Contract price for such material, the Contract price for the Contract item in which the material is intended to be used or the value for such material established in the approved Schedule of Values. Payment for material furnished and delivered as indicated above will be based on 100 percent of the cost to the Contractor and retention will be withheld as specified in the Contract Documents. In any event, partial payments for materials on hand will not exceed 70 percent of the item's Bid Price, including taxes and shipping, or the agreed amount within the Schedule of Values.

- h. No partial payment will be made for stored or stockpiled living or perishable plant materials.
 - i. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.
 - j. Materials may be subject to being purchased by the Owner directly under the County's "Direct Material Purchase Program" and installed by the Contractor, as applicable, in accordance with the Special Provisions.
- 9) Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:
- a. The General Requirements Lump Sum amount, including cost for bonds and insurance, shall be paid in proportion to the total percent of completion. The Owner will consider requests for payment for bonds and insurance under the General Requirements after receipt of certified invoices from the Contractor showing that the Contractor has paid them.
 - b. The Owner reserves its right to withhold payment for General Requirements, in whole or in part, at the Owner's sole discretion, in accordance with Paragraph 11 below.
- 10) If any claim is filed against the project for labor, materials, supplies or equipment which the Owner has determined to have been incorporated on the site and the Contractor has not paid for, the Owner will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this article or under other provisions of the Contract, an amount equal to such amounts claimed.
- 11) In addition to the provisions of this article and other relevant sections of the Contract Documents, payment may also be withheld proportionately for the following reasons:
- a. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
 - b. Reasonable indication that the Work will not be completed within the Contract Time,
 - c. Damage to another Contractor,
 - d. Unsatisfactory prosecution of the Work by the Contractor,
 - e. Failure of the Contractor, or his subcontractors, to pay wage rates, when applicable as required by the Contract.
 - f. In the event the Surety on the Performance and Payment Bond provided by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. In this case, payment will continue when the Contractor provides a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.
 - g. If any work or material is discovered which, in the opinion of either the Architect/Engineer or the Field Representative, is defective, or should a reasonable

doubt arise on the part of either the Architect/Engineer or the Field Representative as to the integrity of any part of the work completed previous to the final acceptance and payment. In this case, there will be deducted from the first application for payment subsequent to the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent applications for payment until the defects have been remedied or the causes for doubt removed.

- 12) Failure to comply with the insurance requirements listed in the Contract Documents may result in the Owner's withholding or delaying payment to the Contractor.
- 13) In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

B. Taxes

- 1) Except as may be otherwise provided for in the Contract Documents, the price or prices bid for the Work shall include full compensation for all federal, state, local and foreign taxes, fees and duties that the Contractor is or may be required to pay and the Contractor shall be responsible for the payment thereof during the prosecution of the work.
- 2) The Contractor's attention is directed to the fact that materials and supplies necessary for the completion of this Contract are subject to the Florida Sales and Use Tax, in accordance with Section 212.08, Florida Statutes, as amended. The Contractor shall not collect taxes upon making delivery to the Owner.
- 3) The Owner, at its sole discretion, upon request of the Contractor and where appropriate, may furnish to the Contractor appropriate evidence to establish exemption from any taxes, fees or duties which may be applicable to the agreement and from which the Owner is exempt.

C. Tax Exempt Owner Purchase Materials

The owner may incorporate specifications for tax exempt owner purchase in all covered contracts. A tax-exempt owner purchase is one made directly by the County which is intended to be tax exempt in accordance with Section 212.08(6) of the Florida Statutes and Rule 12A-1.094 of the Florida Administrative Code, as the same may be amended. A covered contract is a contract for the construction, improvement or rehabilitation of property which is estimated to exceed ten million dollars (\$10,000,000.00) in cost.

The contractor must include Florida State Sales Tax and other applicable taxes in his bid for materials, supplies, and equipment. The owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Contractor's bid and/or contract, substantially in accordance with the contract.

OWNER DIRECT PURCHASE PROCEDURES

- A) Contractor shall provide Owner's Representative a list of all intended suppliers, vendors, and materialmen for consideration as Owner Direct Purchased materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Contractor shall submit a description of the materials to be supplied, estimated quantities and prices.
- B) Upon request from Owner, and in a timely manner, Contractor shall submit the attached Purchase Order Requisition Form to the Owner's Representative, to specifically identify the materials which Owner has, at its sole option, elected to purchase directly. On the Purchase Order Requisition Form, the Contractor will provide the Owner the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price.
- C) Such Purchase Order Requisition Forms are to be submitted to Owner's designated representative no less than two (2) weeks prior to the need for ordering such Owner Direct Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.
- D) After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Promptly, within two (2) business days of receipt of each Purchase Order, the Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, The Owner shall issue the Purchase Order to the supplier or vendor. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Direct Purchased Materials on the delivery dated provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Order shall also provide that the supplier shall invoice the Owner directly for the items purchased and not the Contractor. Owner shall immediately provide Contractor with copies of such invoices it receives. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.
- E) All shop drawings and submittals shall be made by the Contractor in accordance with the Project Specifications.
- F) Contractor shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct

quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. At the time of, and subsequent to, the delivery of such materials, the Owner shall be liable for all and loss or damage to equipment and materials purchased pursuant to the Purchase Order. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Contractor. Notwithstanding the foregoing, the Owner shall be responsible for payment off the invoices issued by the supplier or vendor pursuant to the procedures in Paragraph G below.

- G) As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice issued to the Owner for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the Owner (and provided to Contractor) conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that the Materials were received in order for the Owner to agree to approve the invoice for payment of the invoice issued. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
- H) The Contractor shall insure that Owner Direct Purchase materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or nonconformity's in the Owner Direct Purchased Material upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally the Contractor shall notify the Owner of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates Owner Direct Purchased materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.
- I) The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials and products as

required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.

- J) The transfer of possession of Owner Direct Purchased Materials from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Direct Purchased materials. Owner Direct Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Direct Purchased Materials.
- K) The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Direct Purchased Materials not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials by the Contractor as provided in Paragraph F above.
- L) On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of Owner Direct Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the supplier, based upon Contractor's records of materials delivered to the site and any defects in such materials.
- M) In order to arrange for the prompt payment to the supplier, the Contractor shall provide to the Owner, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier based upon the receipt of data provided. This payment will be released, delivered and remitted directly to the supplier by the Owner. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.
- N) Salvage materials shall be the property of the Owner and stored or removed from the site by the Contractor at the Owner's discretion.
- O) From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials.

- P) Upon completion of the project, the Contractor shall execute and deliver to the Owner, one or more deductive Change Orders, referencing the full value of all Owner Direct Purchased materials purchased directly, plus all sales tax savings associated with such materials in Contractor's bid to Owner's Representative.

D. Payments to Subcontractors and Suppliers

- 1) The Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and in accordance with Miami-Dade County Code Section 10-33.02 and Florida Statute s. 218.735.
- 2) Before the Contractor can receive any payment, except the first payment, for monies due him as a result of a percentage of the work completed, he must provide the Architect/Engineer with duly executed release of claim from all subcontractors and suppliers who have performed any work or supplied any material on the project as of the date, stating that said subcontractors or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition using the form provided in the Contract Documents identifying the subcontractors and the amounts for which the Statement of Satisfaction cannot be furnished.
- 3) The Contractor's failure to provide a Consent of Surety to Requisition Payment will result in the amount in dispute being withheld until (1) the Statement of Satisfaction is furnished, or (2) Consent of Surety to Requisition Payment is furnished. The subcontractor(s) shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with applicable Provisions. Failure to provide this information will cause the Architect/Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the information.

E. Contract Prices - Bid Form

Payment for the various Bid Items listed in the Bid Form shall constitute full compensation for furnishing plant, labor, equipment, appliances, and materials and for performing operations required to complete the Work in conformity with the Contract Documents. All costs for work shown or indicated by the Contract Documents, although not specifically provided for by a Bid Item in the Bid Form, shall be included in the most appropriate Bid Item price for the items listed. Except for the relief provided by the applicable section of the Contract Documents governing Differing Site Conditions, the Contractor will not be entitled to additional compensation for providing an activity or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific Bid Item or indicated in the Contract Documents.

F. Final Payment

- 1) After the Work has been accepted by the Owner, subject to the provisions of the Contract Documents, a final payment will be made as follows:
 - a. Prior to Final Acceptance of the Work, the Contractor shall prepare and submit a proposed final application for payment to the Architect/Engineer showing the proposed total amount due the Contractor, segregated as to Bid Item quantities, force

account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.

- b. The Owner will review the Contractor's proposed final application for payment and necessary changes, or corrections will be forwarded to the Contractor. Within 10 days thereafter, the Contractor shall submit a final application for payment incorporating changes or corrections made by the Architect/Engineer together with additional claims resulting therefrom. Upon approval by the Owner, the corrected proposed final application for payment will become the approved final application for payment.
 - c. If the Contractor files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the Architect/Engineer and the Owner, and agreements are reached on all questions regarding the final application for payment, the Owner, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment.
 - d. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.
 - e. The release from the Contractor will be from any claims arising from the Work under the Contract. If the Contractor's claim to amounts payable under the Contract has been authorized by the Owner for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.
 - f. Final payment will be made within 30 days after approval of the final notice and resolution of Contractor's claims, or 30 days after Final Acceptance of the Work by the Owner, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the Owner shall make payment of sums not in dispute without prejudice to the rights of either the Owner or the Contractor in connection with any disputed items.
 - g. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.
 - h. Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid.
- 2) With the final application for payment, the Contractor shall return and submit final releases of claim from himself, from each subcontractor of record and from other subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from subcontractors and suppliers shall be final, originals, notarized

and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to the Owner all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of subcontractors and suppliers who refuse to execute final releases.

3) The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- a. Faulty or defective Work appearing after Final Completion;
- b. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;
- c. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
- d. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
- e. The enforcement of the terms of the Payment and Performance Bonds against the Surety;
- f. Terms of all warranties/guarantees required by the Contract Documents.

4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

5) Escalation of Bid Items

Q) A dedicated allowance account has been established in this contract for escalation of contractor Unit Prices. The funds in the dedicated allowance account may not be used for any purpose other than escalation of Unit Prices as provided for below. Funds in the dedicated allowance account are the property of the Owner, and any unused funds at the end of the Contract shall remain property of the Owner. The Contractor expressly agrees that it is solely responsible for all cost escalations which exceed the value of the dedicated allowance account. Payment shall be made in a lump sum, based on escalation occurring in the preceding 365 days, as outlined below.

R) The Contractor shall be entitled to escalation of its Unit Prices 365 days after award of the contract, and every 365 days thereafter.

S) The Contractor shall utilize the most recent statistical data available as published by the Bureau of Labor Statistics.

T) The formula for the alteration of the Unit Prices shall be the percentage change for the previous 12 months with a not-to-exceed percentage change of five percent (5%) for each bid item. Should the Bureau of Labor Statistics make a major CPI revision, such as a change to the applicable CPI base period, it remains that the Unit Prices shall be altered utilizing the percentage change of the most recent 12 months as published within the

changed CPI. The percentage change in Unit Prices shall be computed similar to the following example:

CPI for the most recent month 135.8
Less CPI for the month 12 months previous 129.9
Equals the index point change 5.9
Divided by previous period CPI. 129.9
Equals 0.0454
The result is multiplied by 100 0.0454 x 100
Which equals the percentage change multiplier 4.54

The percentage multiplier shall be rounded to two decimal places using the 5/4 rounding method, e.g., if the 3rd digit to the right of the decimal is a 5 through 9, then the 2nd digit to the right of the decimal is rounded up one value; or if the 3rd digit to the right of the decimal is 0 through 4, then the 2nd digit to the right of the decimal remains as is.

- E) Following each escalation period, the Contractor shall submit a request for escalation during the prior 365 days. The Owner shall, upon receipt of a proper request submitted in accordance with the provisions of these General Conditions, issue a work order for a lump sum amount representing the cost of escalation for all Unit Price items accepted and paid by the Owner during the preceding 365 days (Unit Price work accepted and paid multiplied times the percentage change multiplier). The Contractor shall at all times throughout the contract submit monthly invoices based on the Unit Prices contained in the bid, and shall not submit monthly invoices based on escalated pricing. Escalation Unit Prices shall only be paid retroactively and in a lump sum. Where the Dedicated Allowance Account is insufficient to pay for Escalated Unit Prices, the Owner shall pay the Contractor to the remaining value in the Dedicated Allowance Account and Owner shall have no further liability for escalated costs.

In the event that base contract work is not broken out into Unit Prices (i.e., for projects which were bid on a lump sum basis) escalation shall apply to the costs of such project as broken out in the approved Schedule of Values as if such costs were Unit Prices.

END OF ARTICLE

10. CHANGES

A. Changes

NOTE: "OVERHEAD" AS USED IN THIS SECTION IS DEFINED IN SECTION 1 DEFINITIONS - PAGE 8

- 1) The Owner reserves the right to, at any time, without notice to the sureties and without invalidating the Contract, by written notice or order designated as a Change Notice or Change Order, make any change in the Work within the general scope of the Contract including but not limited to changes:
 - a. In the Contract Documents;
 - b. In the method or manner of performance of the Work;
 - c. In Owner-furnished facilities, equipment, materials, services, or site or;
 - d. Directing acceleration in performance of the Work.

The Owner may authorize, via Allowance Account Work Order, Extra Work which does not change any provision of the General Covenants and Conditions or the Contract Documents, if the value of such work is less than the value remaining in the applicable Allowance Account and/or Time Contingency Account.

- 2) In the event the Owner exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.
- 3) Changes in the work may be initiated by the issuance of a Change Notice by the Architect/Engineer. The Contractor shall submit a proposal to the Architect/Engineer and the Owner for their review, in accordance with the Contract Documents, within five days after receipt of a Change Notice. The Contractor shall maintain this proposal, for acceptance by the Owner, for a minimum of 90 calendar days after submittal. The cost or credit to the Owner for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.
- 4) In the event the Contractor fails to provide the full cost and time estimate for the change work or refuses to execute a full accord Change Order, the Owner will, at its sole discretion, 1) determine the total cost and time impacts of the change and compensate the Contractor and/or extend the Contract Time, if applicable, through a unilateral Change Order signed only by the Owner; or 2) direct the Contractor to proceed with the Work under the Force Account provisions of this article. Failure of the Contractor to submit his total and final estimated cost and time impact within the time period specified on the Change Notice form shall constitute a waiver by the Contractor to claim additional costs or time beyond that which has been determined by the Owner. Any disputes arising out of an Owner determination shall be resolved in accordance with the dispute provisions in the Contract Documents. Pending the Owner's final decision, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- 5) Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs and means and methods of

execution. To be compensable, units must be measured daily by the Contractor and approved in writing by the Owner or his authorized representative.

- 6) The following mark-ups on Extra Work shall apply to all changes in the Work performed under this article:
 - a. For Extra Work performed by the Contractor's own forces, the Contractor agrees that proposed cost to perform said Extra Work will in no event include a rate for total overhead in excess of 20 percent of the actual costs of the Extra Work.
 - b. For Extra Work performed by a subcontractor's forces, the Contractor agrees that the overhead, for each sub-contractors, sub-subcontractors, and suppliers, shall not exceed 15% of the total of all sub-contractor's actual direct costs of the Extra Work. The Contractor may then add five percent (5%) times the subcontractor's or sub-tier subcontractor's actual Direct Cost as direct compensation for the Contractor's Overhead and all other costs associated with the subcontractors Extra Work at all tiers.
- 7) Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner and approved by the Board of County Commissioners; where the Board of County Commissioners has delegated via Ordinance authority to County Staff to execute change orders, such change orders are subject to ratification by the Board of County Commissioners as described in such ordinance. BCC. Decreases to the Contract amount shall be by Change Order or Work Order as determined by the Owner and shall also be subject to BCC approval when the decrease results from a reduction in the scope of the work.
- 8) A cost of bonds for Change Orders that impact the Contract price shall be established by the Contractor's actual reimbursement costs, as approved by the Owner, based on the original Contract Amount and the original amount reimbursed to the Contractor for bonds at the commencement of the Work. This cost of bonds shall be added to all credit amounts allowed by the Owner. For Change Orders paid under the Allowance Account, no additional bond cost will be allowed unless the Allowance Account is not included in the original Contract Amount. In this case, additional bond costs for these Change Orders will be considered.
- 9) Any claim for payment of Extra Work that is not covered by a Change Order or Work Order will be rejected by the Owner.

B. Allowance Accounts

- 1) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)."
 - a. The Allowance Account (Contingency) can be used to reimburse the Contractor for 1) furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions and; 2) for performing construction changes required to resolve: Owner directed changes in the work, unforeseen conditions (if compensation for same is otherwise allowed under the contract), revised regulatory requirements, work required by any Authority Having Jurisdiction (if not required

due to errors or omissions of the Contractor), and for making final adjustment to estimated quantities shown on the Schedule of Values or amounts bid in the Bid Form to conform to actual quantities installed.

- b. Other Allowance Account(s) (Dedicated) may be used as specified in the Contract Documents to fund specific items of work at the sole discretion of the Owner. These dedicated allowance accounts shall be used only for the purposes approved pursuant to a written Work Order issued by the Owner or his authorized representative.
- 2) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Schedule and the Schedule of Values and shall in all respects be integrated into the construction as a part of the Contract as awarded.
- 3) The Work Order for the required work will be issued by the Owner or Architect/Engineer upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Architect/Engineer and the Owner. If the Contractor and the Owner are unable to agree upon an amount of compensation or; if the nature of the work is such that a Unit Price or Lump Sum price is not economically practical or if the change work is deemed essential to the Project and actual conditions require work to be swiftly conducted to avoid or minimize delays, the Work Order may be issued to perform the work on a Force Account basis. In the event that an equitable adjustment for the said change work cannot be arrived at, either by mutual agreement or under the dispute provisions of the Contract Documents, the compensation hereunder will be the total compensation for this work.
- 4) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- 5) The unexpended amounts under the allowance accounts shall remain with the Owner and the Contractor shall have no claim to the same.

C. Deletion or Addition of Work

- 1) In the event the Owner exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered, and the Contract Total Amount and Time may be adjusted as provided for in these Contract Documents by Change Order or by Work Order, as appropriate. The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. In the event of a dispute between Owner and Contractor as to the adjustment to the amount of time, the dispute shall be handled in accordance with these General Conditions.
- 2) Deleted Work - Lump Sum Bid Item(s): The Contractor shall credit the Owner for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the Architect/Engineer. If the reasonable value of the deleted work cannot be readily ascertained from the Schedule of Values submitted in accordance with these General Conditions, or if requested by the Architect/Engineer, the Contractor shall supply all data required by the Architect/Engineer, including the actual agreements executed by the Contractor with the subcontractors and suppliers affected by the deleted work, to substantiate the amount of the credit to be given the Owner. The Contractor shall also submit for the Owner's approval a revised schedule of values reflecting the work remaining under the Contract following the deletion.

- 3) No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.
- 4) In the event the Owner exercises its right to add to any portion of the work contemplated herein, such addition will be ordered, and the Contract Total Amount and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with the Contract Documents.

D. Increased or Decreased Quantities (Unit Prices)

- 1) This section applies to Owner-initiated additions or deletions from the Work and to the unit prices contained within this contract and controls payments or credits for variations between estimated and actual quantities required to complete the Work, even though the additions or deletions may be distinct or separate structures or activities and regardless of the fact that the addition or deletion is a result of field adjustments, site conditions, a design change, or any other cause. Increases or decreases will be determined by comparing the actual quantity required to the Architect/Engineer's estimated quantity in the Bid Form.
- 2) If the actual quantity of Bid Item varies from the Architect/Engineer's quantity estimate by 25 percent or less, payment for the Bid Item will be made at the Contract unit price. If the actual quantity varies from the Bid quantity by more than 25 percent, the compensation payable to the Contractor will be the subject of review by the Contractor and the Architect/Engineer and a Contract adjustment will be made by means of a Change Order in accordance with the Contract Documents to credit the Owner with any reduction in unit prices or to compensate the Contractor for any increase in unit price resulting from variations between estimated and actual quantities. The unit price to be re-negotiated shall be only for that quantity above 125 percent or below 75 percent of the original bid quantities.
- 3) The Contractor shall submit to the Architect/Engineer all data required to substantiate the amount of compensation requested, therefore. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of all the Unit Prices times the original bid quantities of Work reflected in the Bid Form.
- 4) No compensation will be made in any case for loss of anticipatory profits, loss of bonding capacity or consequential damages.

E. Extra Work

- 1) Except as otherwise expressly provided above, all additional work ordered, work changed or work deleted shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified. The Change Order shall include, as a minimum:
 - a. Scope of work to be added, deleted, or modified;
 - b. Cost of work to be added, deleted, or modified;
 - c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted, or modified;
 - d. Full release of claims associated with the Contract through the date of the change order, or, if the Owner and Contractor cannot agree on entitlement to a claim, a

reservation of the specific claims at issue; such reservation must, to be effective: identify each specific claim reserved, the scope of the work, the maximum cost of the work associated with the claim, and the maximum number of days of Contract time requested.

The Work Order shall include, at a minimum:

- a. Scope of work to be added, deleted, or modified;
 - b. Cost of work to be added, deleted, or modified;
 - c. The Contract time extension required to perform the work to be added, deleted, or modified;
 - d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.
- 2) If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price for the Direct Costs for the performance of such work in accordance with this article. Indirect Costs for Work ordered, changed, or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.
- a. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Change Order or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special equipment or machinery, which is made idle or inefficient by the Work ordered, changed, or deleted, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.
 - b. Costs of special equipment or machinery, not already mobilized on the site, approved by the Architect/Engineer, shall be calculated using the current issue of the Associated Equipment Distributors (AED) Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:
 - i. Between one (1) day and seven (7) days, use the daily rate.
 - ii. Between seven (7) days and 30 days, use the weekly rate.
 - iii. Greater than 30 days, use the monthly rate.
 - c. For less than one (1) day hourly rates, use the daily rate divided by eight (8).
 - d. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by 40, or the monthly rate divided by 176 as appropriate.
 - e. Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by 176, per hour that the

Special Equipment and Machinery is in use on the work plus any required re-mobilization.

- f. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of 45 days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.
- g. Rental for special equipment and machinery, not already mobilized to the site, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributors' (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the work plus any required mobilization. Payment for special equipment and machinery already mobilized to the site shall not exceed the monthly rate stated in the AED standards divided by 176 to establish a per hour rate that the special equipment and machinery is in use on the Work, plus any required re-mobilization.
- h. For indirect costs, the Contractor shall be allowed a percentage mark-up as set forth in paragraph (6) above...

F. Differing Site Conditions

- 1) The Contractor shall immediately, upon discovery and before such conditions are further disturbed, notify the Architect/Engineer in writing of: 1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or 2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- 2) The Architect/Engineer will promptly investigate the conditions, and if such conditions materially differ from those warranted by the County, and if same cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, a Contract change may be made, and the Contract modified in writing in accordance with the Contract Documents.
- 3) No claim of the Contractor under this article will be allowed unless the Contractor has given the notice required in the Contract Documents.
- 4) No claim by the Contractor for a Contract change hereunder will be allowed if asserted after final payment under this Contract.
- 5) If the Owner is not given written notice prior to the conditions being disturbed, the Contractor will be deemed to have waived his right to assert a claim for additional time and compensation arising out of such changed conditions.

G. Force Account

- 1) If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the Extra Work will be performed on a Force Account basis as directed by the Architect/Engineer and paid for subject to the maximum markups specified in this Contract for changes in the work.
- 2) In the event Extra Work is performed on a Force Account basis, then the Contractor and the subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the Architect/Engineer daily for approval, subject to audit.
 - a. Comparison of Record: The Contractor, including its subcontractor(s) of any tier performing the work, and the Architect/Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the subcontractor performing the work, and the Architect/Engineer or their duly authorized representatives.
 - b. Statement: No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - i. Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.
 - ii. Designation, dates, daily hours, total hours, rental rate, and extension of each unit of special machinery and equipment.
 - iii. Quantities of materials, prices, and extensions.
 - iv. Transportation of materials.

The statements shall be accompanied and supported by a receipted invoice of all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

- c. Authorization of Special Equipment and Machinery: No compensation for special equipment or machinery shall be made without written authorization from the Architect/Engineer. The Architect/Engineer shall review and evaluate any special equipment or machinery proposed by the Contractor for use on a force account basis. As part of its evaluation, the Architect/Engineer shall determine whether any of the special equipment or machinery being proposed by the Contractor will be concurrently used on the Project, including approved changes, or on other force account work on the Project. If the Architect/Engineer determines that such a concurrent use of special equipment or machinery is being proposed by the Contractor, prior to the authorization of such special equipment or machinery, the Architect/Engineer and thereto Contractor shall establish a straight-line prorated billing mechanism based on the actual percentage of time that the equipment or

machinery is required to be used on the force account work(s). Special equipment or machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this section of the Contract.

- d. Inefficiency in the Prosecution of the Work: If in the Owner's or Architect/Engineer's opinion, the Contractor or any of its subcontractors, in performing Force Account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes Force Account Work unnecessarily more expensive to the Owner, the Owner or Architect/Engineer may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways, including but not limited to: 1) the timing of the Work, 2) the use of unnecessary labor or equipment, 3) the use of a higher percentage of journeymen than in non-force account Work, 4) the failure to procure materials at lowest price, or 5) using materials of quality higher than necessary.

H. Contractor Proposals - General

The Contractor may at any time submit to the Architect/Engineer for review proposed modifications to the Work, including but not limited to, changes in the Contract Time and/or Contract Amount, supported by a cost/price proposal. Upon acceptance of the proposed modifications by the Owner, a Work Order or Change Order will be issued. Denial of a proposed modification will neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities. A Contract change in the form of a Contract price reduction will be made if the change results in a reduction of the cost of performance and the Contractor will not be entitled to share in said savings unless the proposal is made in accordance with Paragraph I of this article. Except as provided in Paragraph I below, the Contractor will not be compensated for any direct, incidental or collateral benefits or savings the Owner receives as a result of the proposal.

I. Value Engineering Change Proposals

The Contractor may submit to the Architect/Engineer one or more cost reduction proposals for changing the Contract requirements. The proposals shall be based upon a sound study made by the Contractor indicating that the proposal:

- 1) Will result in a net reduction in the total Contract amount;
- 2) Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features;
- 3) Will not require an unacceptable extension of the Contract completion time; and
- 4) Will require a change in the Contract Documents and such change is not already under consideration by the Owner.
 - a. The Owner may accept in whole or in part any proposal submitted pursuant to the previous paragraph on Value Engineering Change Proposals by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for a Contract change in the Contract price and will revise any other affected provisions of the Contract

Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to one Value Engineering Change Proposal per Change Order. Net savings will be determined by deducting from the proposal's estimated gross savings 1) the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and 2) the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and Owner -furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purposes of this article, the applicable provisions of the Contract Documents shall be used to determine the equitable adjustment to the Contract price.

- b. The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to of this article. The decision of the Owner as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights or obligations of either party under the Contract.
- c. The Contractor shall have the right to withdraw part or all of any proposal he may make under Paragraph 2 of this article at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing to the Architect/Engineer. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60-day period, they will be liable for the cost incurred by the Owner in reviewing the proposal.
- d. The Contractor shall specifically identify any proposals under Paragraph 2 of this article with the heading "Value Engineering Change Proposal," or the proposal will be considered as made under Paragraph 1 of this article.

2) The Contractor, in connection with each proposal for a Contract Change Notice under this article, shall furnish the following information:

- a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;
- b. An analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);

- c. A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Contractor;
 - d. A prediction of any effects the proposed change would have on collateral costs to the Owner such as government-furnished property costs, costs of related items, and costs of maintenance and operation;
 - e. A statement of the time by which a Contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule; and
 - f. Identification of any previous submission of the Value Engineering Change Proposal to the Owner, including the dates submitted, the numbers of the contracts involved, and the previous actions by the Owner.
- 3) The Contractor waives any and all claims relating to any delay that may arise out of a Value Engineering Change Proposal.

END OF ARTICLE

11. CLAIMS AND DISPUTES

A. Notice of Claims

- 1) The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Owner, the happening of any event or occurrence, or any other cause, unless he shall have given the Architect/Engineer a written notice of claim therefore as specified in this article.
- 2) The Contractor shall provide immediate verbal notification with written confirmation within 48 hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.
- 3) It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Architect/Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 4) The notice requirements of this article are in addition to those required in other articles of these Contract Documents.
- 5) The Contractor shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the Contractor has multiple claims, the Contractor will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the Owner's rejection of the claim. No "total cost claims" shall be allowed under this Contract.
- 6) The Contractor must maintain a cost accounting system as a condition for making a claim against the Owner. The cost accounting system must segregate the costs of the work under the Contract (non-claims-related) from claims-related and other Contractor costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.
- 7) If the Owner decides to pay all or part of a claim for which notice was not timely made, the Owner does not waive the right to enforce the notice requirements in connection with any other claim.
- 8) Inasmuch as the notice of claim requirements of this article are intended to enable the Architect/Engineer to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Owner. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Contractor submits with his claim proof showing that the Owner has not been prejudiced by the Contractor's failure to so comply and, in the event the Owner has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Owner will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

B. Claim Submittals

- 1) Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Owner to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment, or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.
- 2) The Owner will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Architect/Engineer, such further information and details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.
- 3) Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.
- 4) Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:
 - a. The claim is made in good faith;
 - b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;
 - c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Owner; and
 - d. The certifying person is duly authorized by the claimant to certify the claim.
- 5) In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Owner, submit, in triplicate, the following information (schedule information shall be provided in electronic format with all logic visible):
 - a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
 - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
 - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
 - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule

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

- e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
- f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
- g. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs: 1) home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor; 2) loss of anticipated profits on this or any other project, 3) loss of bonding capacity or capability; 4) losses due to other projects not bid upon; 5) loss of business opportunities; 6) loss of productivity on this or any other project; 7) loss of interest income on funds not paid; 8) costs to prepare, negotiate or prosecute claims and 9) costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).
- h. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- i. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material, and equipment costs etc. These costs shall be broken down by pay item and Construction Specification Institute (CSI) Division.
- j. The documentation for budgeted cost shall, as a minimum, include:
 - i. Copies of all the Contractor's bid documents, bid quotes, faxed quotes, emailed quotes etc.
 - ii. Copies of all executed subcontracts.
 - iii. Other related budget documents as requested by the Architect/Engineer.
- k. The documentation for actual cost shall, as a minimum, include:
 - i. Time Sheets.
 - ii. Materials invoices
 - iii. Equipment invoices
 - iv. Subcontractors' payments
 - v. Other related documents as required by the Architect/Engineer.

1. The Contractor shall make all his books, employees, work sites and records available to the Owner or its representatives for inspection and audit.
- 6) No payment shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work. Contractor shall not be entitled to any compensation for loss of efficiency, loss of productivity, disruption, loss of opportunity, or other similar indirect costs except via entitlement to Liquidated Indirect Damages as provided for herein. As indicated above, the Architect/Engineer and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within 60 days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.
- 7) Failure of the Contractor to make a specific reservation of rights in the form provided for above regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required, and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be further limited or waived by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

C. Disputes

- 1) The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Owner to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the individual department in the Special Provisions and, if utilized, shall supersede this dispute provision.
 - a. In the event the Contractor and Owner are unable to resolve their differences concerning any determination made by the Architect/Engineer or Owner on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or Owner may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
 - b. For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the OOM.

Decisions rendered by the Department Director or OOM designee shall not be binding but shall be admissible in a court of competent jurisdiction.

- c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and Owner to file written submissions stating their respective positions and the basis, therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact, and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.
- d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.
- e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim all of which shall be a criterion in determining the sufficiency and validity of a claim.
- f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial

proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims. As indicated previously, the decision of the Department Director or OOM designee is not binding on the parties but will be admissible in a court of competent jurisdiction.

- g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.
- h. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Architect/Engineer's interpretation. Any presentation or request by the Contractor under this article will be subject to the same requirements for Submittal of Claims in this article.

D. Terminations

1) Termination for Convenience

- a. The Owner may at its option and discretion terminate the Contract, in whole or, from time to time in part, at any time without any default on the part of the Contractor by issuing a written Notice of Termination to the Contractor and its Surety, specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective, at least 10 days prior to the effective date of such termination.
- b. In the event of Termination for Convenience, the Owner shall pay the Contractor for all labor performed, all materials and equipment furnished by the Contractor and its subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Field Representative and approved by the Architect/Engineer. The Contractor will be paid for:
 - i. The value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,
 - ii. The value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,
 - iii. The value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the Owner to a site or location designated by the Department prior to release of payment for such materials and equipment.
 - iv. The values calculated under i., ii., and iii. above shall be as determined by the Field Representative and approved by the Architect/Engineer.

- c. In the event of termination under this article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such termination.
- d. In the event of termination under this article, the Owner does not waive or void any credits otherwise due the Owner at the time of termination, including Liquidated Damages, and back charges for defective or deficient work.
- e. Upon termination as indicated above, the Field Representative shall prepare a certificate for Final Payment to the Contractor.

2) Termination for Default of Contractor

- a. The Contract may be terminated in whole or, from time to time in part, by the Owner for failure of the Contractor to comply with any requirements of the Contract Documents including but not limited to:
 - i. Failure to perform the work or failure to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the Contract, and the approved Schedule, or
 - ii. Failure to provide the Schedule for the Project by the date due, or
 - iii. Failure to provide adequate shop drawings by the dates indicated in the approved Schedule for the Project, or
 - iv. Failure to replace the superintendent in the time allotted, if required, or
 - v. Performing the work unsuitably or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or
 - vi. Violating the terms of the Contract or performing work in bad faith, or
 - vii. Discontinuing the prosecution of the work, or
 - viii. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
 - ix. Abandonment of the Contract, or
 - x. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or
 - xi. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) days, or
 - xii. Making an assignment for the benefit of creditors, or
 - xiii. For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.
- b. Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the Architect/Engineer or the Field Representative of the conditions which make termination of the Contract imminent (Notice to Cure). The Contract may be terminated by the Owner ten (10) days after said notice has been given to the Contractor and its Surety unless a satisfactory effort acceptable to the Owner has been made by the Contractor or its Surety to correct the conditions. If the Contractor

fails to satisfactorily correct the conditions giving rise to the termination, the Owner may declare the Contract breached and send a written Notice of Termination to the Contractor and its Surety.

- c. The Owner reserves the right, in lieu of termination as set forth in this article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied. In the event of Termination for Default, the Owner also reserves the right, in cases where the damages calculated by the Owner are expected to exceed the amount the Owner anticipated recovering from the Surety, to withhold amounts for work already performed.
- d. In the event the Owner exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Owner shall have the option of finishing the work, through any means available to the Owner, or having the Surety complete the Contract in accordance with its terms and conditions. In case that the Owner decides to have the Surety take over the remaining performance of the Work, the time or delay between Notice of Default and start of work by the Surety is a non-excusable delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days after the Owner notifies the Surety of the Owner's decision to have the Surety complete the work, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.
- e. Payments for the various Bid Items listed in the Bid Form will constitute full compensation for all expenses incurred in consequence of discontinuance of all or any portion of the Work except as provided in this section of the Contract Documents. In no event will compensation be made for anticipatory profits or consequential damages as a result of a discontinuance of all or any portion of the Work.
- f. The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the Owner to the affected subcontractors and suppliers at any tier.
- g. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this article, it is determined for any reason that the Contractor was not in default under the provisions of this article, or that the Contractor was entitled to an extension of time under the Contract Documents, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the section of this article dealing with Termination for Convenience.

3) Termination for National Emergencies

- a. The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

- b. When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

4) Implementation of Termination

- a. If the Owner cancels or terminates the Contract or any portion thereof, the Contractor shall stop all work on the date and to the extent specified in the Notice of Termination and shall:
 - i. Cancel all orders and Subcontracts, to the extent that they relate to the performance of the work terminated and which may be terminated without costs;
 - ii. Cancel and settle other orders and Subcontracts, except as may be necessary for completion of such portion of the Work not terminated, where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Field Representative;
 - iii. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner, to the extent it may require, which approval or ratification shall be final for the purposes of this Article;
 - iv. Transfer title and deliver to the Owner, in the manner, at the time, and to the extent, if any, directed by it, in accordance with directions of the Field Representative, all fabricated or un-fabricated parts, all materials, supplies, work in progress, completed work, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid;
 - v. Assign to the Owner in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner will have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - vi. Deliver to the Field Representative As-Built Documents, complete as of the date of cancellation or termination, plans, Shop Drawings, sketches, permits, certificates, warranties, guarantees, specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work;
 - vii. Perform all work as may be necessary to preserve the work then in progress and to protect materials, plant, and equipment on the site or in transit

thereto. The Contractor shall also take such action as may be necessary, or as the Architect/Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest;

- viii. Complete performance of each part of the work not terminated by the Notice of Termination;
- ix. Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner, property of the types referred to above; provided, however, that the Contractor a) shall not be required to extend credit to any purchaser, and b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;
- x. Termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed;
- xi. In arriving at the amount due the Contractor under this article, there will be deducted, (1) any claim which the Owner may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the Owner.

5) Suspension of Work

- a. The Owner reserves the right to temporarily suspend execution of the whole or any part of the Work without compensation to the Contractor.
- b. In case the Contractor is actually and necessarily delayed by any act or omission on the part of the Owner, as determined by the Owner in writing, the time for completion of the Work shall be extended by the amount of the time of such delay as determined by the Owner, and an allowance may be made for actual direct costs, if any, which may have been borne by the Contractor. Such requests for additional time and/or compensation must be made in accordance with the applicable sections of the Contract Documents.
- c. Only the actual delay necessarily resulting from the causes specified in this Article, shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension will be granted for the delay.

- d. In case the Contractor is actually and necessarily delayed in the performance of the Work from one or more of the causes specified in this Article, the extension of time to be granted to the Contractor shall be only for such portion of the Work so delayed. The Contractor shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Work. If the Contractor shall be so delayed as to a portion of the Work they shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work. No demand by the Contractor that the Owner determine and certify any matter of extension of time for the completion of the Work or any part thereof will be of any effect whatsoever unless the demand be made in writing at least 30 days before the completion date of the Work or any part thereof for which Liquidated Damages are established when meeting those dates is claimed to have been delayed by a suspension under this Article. Owner's determination as to any matter of extension of time for completion of the Work or any part thereof shall be binding and conclusive upon the Contractor.
- e. Permitting the Contractor to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such periods shall not operate as a waiver on the part of the Owner of any rights under this contract.
- f. The Contractor shall insert in each subcontract a provision that the subcontractor shall comply immediately with a written order of the Owner to the Contractor to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.

END OF ARTICLE

12. MISCELLANEOUS PROVISIONS

A. Third-Party Beneficiary

No contractual relationship will be recognized under the Contract other than the contractual relationship between the Owner and the Contractor. There shall be no third-party beneficiary to this Contract.

B. Venue

Any litigation which may arise out of this Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.

C. Governing Laws

1) The Contractor shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, and Miami-Dade County including, but not limited to, the Florida Building Code and Florida Fire Prevention Code.

2) The Contractor(s) shall comply with all applicable laws including, but not limited to, the Small Business Enterprise (SBE) programs (including, without limitation, SBE-Construction, SBE-Architectural and Engineering, and SBE-Goods, SBE-Services); as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.2, 2-8.1.1.1.1, 2-11.16, 2-1701, and 2-11.17 of the Code; the Sustainable Buildings Program; Chapter 119 of the Florida Statutes regarding public records laws; the State of Florida and the County's Prompt Payment laws as set forth in Sections 2-8.1.4 and 10-33.02 of the County's ordinances; the County's Inspector General requirements as set forth herein; the County's Art in Public Places requirements as set forth herein; and provide the requisite bonding in accordance with Section 255.05 of the Florida Statutes, as well as the insurance requirements set forth in this Agreement

Specifically, the Contractor and his subcontractors shall comply with Miami-Dade County Resolution Nos. R-1386-09 and R-138-10 governing the treatment of SBE-CON firms.

3) In addition, the Contractor agrees to abide by all federal, state, and local procedures, as may be amended from time to time, regarding how documents that the Contractor has access to, are handled, copied, and distributed, particularly documents that contain sensitive security information.

D. Successors and Assigns

The Owner and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due the Contractor hereunder, without the previous written notice to the Owner. Consent will not be given to any proposed assignment, which would relieve the Contractor or his Surety of their responsibilities under the Contract.

E. Written Notice

- 1) Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to those who give the notice.
- 2) Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail to the individual identified in the Special Provisions.

F. Indemnification

- 1) In consideration of this Agreement, and to the maximum extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify, protect, defend, and hold harmless the Government, State, County, their elected officials, officers, employees, consultants, and agents from claims, liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.
- 2) The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- 3) In the event that any claims are brought, or actions are filed against the Owner with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Contractor further agrees to pay at the Contractor's expense the attorneys' fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. The Owner, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Owner.
- 4) To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.
- 5) This Section shall survive expiration or termination of this Agreement.

G. Audit Rights

1) Access to Records

- a. The Contractor shall, during the term of this Contract and for a period of five years thereafter, allow the Owner and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, job cost ledgers, Project correspondence and Project-related files and all relevant records pertinent to the Contract.

- b. The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The Owner shall be provided full access upon request to all documents, including those in possession of subcontractors or suppliers during the work and for a period of five years after the completion of the Work. In case of any litigation regarding this Project, such rights shall extend until final settlement of such litigation. Failure to allow the Owner access shall be deemed a waiver of Contractor's claims.
- c. The Contractor shall maintain a banking account within Miami-Dade County for all payments to laborers, subcontractors and vendors furnishing labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

2) Inspector General

- a. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all, on any County/Trust contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded by Special Condition. The Contractor shall, in stating its agreed prices, be mindful of this assessment which will not be separately identified, calculated, or adjusted in the proposal or Bid Form.
- b. The Miami-Dade Office of the Inspector General is authorized to investigate County affairs and empowered to review past, present, and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses, and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with the Contract Documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to Project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.
- c. Upon 10 days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process

including but not limited to Project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.

- d. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
 - i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- f. The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors, and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.
- g. Nothing in this section shall impair any independent right to the Owner to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Owner by the (Contractor/Vendor/Consultant) or third parties.

H. Severability

In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract Documents.

I. Payment and Performance Bond

- 1) A single instrument Payment and Performance Bond, satisfactory to the Owner, for twice the penal sum (no less than 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues), shall be required of the Contractor.
- a. The bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Contract) Amount	Best's Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,000 to \$10,000,000	A VIII
Over \$10,000,000	A IX

- 2) On Contract amounts of \$500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
- a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.
- b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The Bond amount shall not exceed the underwriting limitations as shown in this circular.

- 3) For Contracts in excess of \$500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- 4) Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- 5) The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.
- 6) The cost of the Bonds shall be included in the Bid.

- 7) The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.
- 8) The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.
- 9) In the event the Surety on the Payment and Performance Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.
- 10) Cancellation of any bond, or non-payment by the Contractor of any premium for any Bond required by this Contract, shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts that are or may be due to the Contractor.

J. Insurance

The Contractor shall maintain the insurance set forth in the Special Provisions throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the Owner.

K. Conflict of Interest

- 1) The Contractor or his employees shall not enter into any Contract involving services or property with a person or business prohibited from transacting such business with Miami-Dade County pursuant to Section 2-11.1 of the Code of Miami-Dade County, Florida, known as the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.
- 2) In the event the Contractor, or any of its officers, partners, principals, or employees are convicted of a crime arising out of, or in connection with, the work to be done or payment to be made under this Contract, this Contract, in whole or any part thereof may, at the discretion of the Owner, be terminated without prejudice to any other rights and remedies of the Owner under the law.
- 3) In accordance with the Code of Miami-Dade County, no officer or employee of Miami-Dade County during his tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

L. Rights in Shop Drawings

- 1) Shop Drawings submitted to the Architect/Engineer by the Contractor, pursuant to the Work, may be duplicated by the Owner and the Owner may use and disclose, in any manner and for any purpose Shop Drawings delivered under this Contract.
- 2) This paragraph shall be included in all subcontracts hereunder at all tiers.

M. Patent and Copyright

- 1) If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the Field Representative, and the Architect/Engineer from any and all claims for

infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

- 2) The Contractor shall warrant that the materials, equipment, or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. The Contractor shall defend, or may settle, at his expense, any suit or proceeding against the Owner or the Architect/Engineer so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay all damages and costs awarded therein against the Owner or the Architect/Engineer due to such breach. The Contractor shall report to the Architect/Engineer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Owner when requested, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.
- 3) The Contractor shall bear all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. In such case materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, the Contractor, at his expense shall:
 - a. Secure for the Owner the right to continue using said materials, equipment, devices, or processes by suspension of the injunction or by procuring a license or licenses; or
 - b. Replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices, or processes; or
 - c. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices, or processes and refund the sum paid therefore without prejudice to any other rights of the Owner.
- 4) The preceding paragraph shall not apply to any materials, equipment or devices, specified by the Owner or the Architect/Engineer or manufactured to the design of the Owner or the Architect/Engineer or in accordance with the details contained in the Contract Documents; and as to any such materials, equipment or devices the Contractor assumes no liability whatsoever for patent or copyright infringement and the Owner will hold the Contractor harmless against any infringement claims arising therefrom.
- 5) Patent rights to patentable invention, item or ideas of every kind or nature arising out of the Work, as well as information, designs, specifications, know-how, data and findings shall be made available to the Government for public use, unless the Owner shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.
- 6) The sense of this article shall be included in all subcontracts. The foregoing states the entire liability of the Contractor for patent or copy infringement by use of said materials, equipment, or devices.

N. The Contractor shall be responsible for acknowledging the County's Recycling Programs when hauling materials that meets the requirement for a commercial business establishment. Please contact the Department of Solid Waste Management at dswm@miamidade.gov or visit www.earth911.com to search for recycling or disposal options and locations.

O. Historical, Scientific and Archaeological Discoveries

All articles of historical, scientific, or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved and reported immediately to the Architect/Engineer. Further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the Owner.

P. Use of Owner's Name in Contractor Advertising or Public Relations

The Owner reserves the right to review and approve Owner-related copy prior to publication. The Contractor shall not allow Owner-related copy to be published in Contractor's advertisement or public relations programs until submitting the Owner-related copy and receiving prior approval from the Owner. The Contractor shall agree that published information on the Owner or the Owner's program shall be factual and in no way imply that the Owner endorses the Contractor's firm, service or product. The Contractor shall insert the substance of this provision, including this sentence, in each subcontract and supply Contract or purchase order.

Q. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

R. User Access Program (UAP)

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

S. Public Records and Contracts for Services Performed on Behalf of Miami-Dade County

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement. **If the contractor has questions regarding the application of Chapter 119, F.S. to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via phone at (305) 375-5773, or via email at isd-vss@miamidade.gov. Offices are located at 111 NW 1st Street, Suite 1300, Miami, FL 33128.**

END OF ARTICLE

13. APPLICABLE LEGISLATION

Contractors and subcontractors are required to abide by all applicable federal, state, and local laws and ordinances, as they may be amended from time to time. Applicable local laws and ordinances include, but are not limited to, the following:

A. Resolutions

<http://www.miamidade.gov/govaction/searchleg.asp>

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County
- R-894-05 - Independent Private Sector Inspector General (IPSIG) Services
- R-183-00 - Family Leave Requirements
- R-185-00 - Domestic Violence Leave
- R-1386-09 - Community Small Business Development Program; directing County Mayor to include additional subcontractor provisions in all future contracts, where applicable unless waived by the Board of County Commissioners
- R-138-10 - Resolution requiring that construction contracts include language mandating that the scope of work of SBEs be separately stated and accounted for in schedule of values.
- R-63-14 - Contractor Due Diligence

B. Administrative Orders

<http://www.miamidade.gov/ao/home.asp?Process=completelist>

- 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

C. Implementing Orders

<http://www.miamidade.gov/ao/home.asp?Process=completelist>

- 3-9 - Accounts Receivables Adjustments
- 3-21 - Bid Protest Procedure
- 3-22 - Small Business Enterprise (SBE) Program for the Purchase of Construction Services
- 3-41 - Small Business Enterprise (SBE) Program for the Purchase of Goods and Services

D. Code of Miami-Dade County:

- https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinancesSection 2-1 Rule 5.09 Statement of consideration of impact of sea level rise.
- Section 2-1076 - Office of the Inspector General
- Section 2-2113 First Source Hiring Referral Program
- Section 2-8.1 - Contracts and Purchases
- Sections 2-8.1.1 Bids from related parties and bid collusion for the purchase of goods and services, leases, permits, concessions, and management agreements.
- Section 2-8.1(d) Disclosure required of contractors and entities transacting business with Miami-Dade County.
- Section 2-8.1(f) Listing of subcontractors required
- Section 2-8.2.6.1 Buy American Iron and Steel Products
- Section 2-8.2.6.2 Cybersecurity and Information Technology
- Section 2-8.2.7 Economic Stimulus Ordinance
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting PracticesSection 2-8.8(4) Reporting of subcontracting policies procedures and payments
- Section 2-8.10. - User Access Program in County Purchases.
- Section 2-10.4.01 Small Business Enterprise – Architecture & Engineering Program
- Section 2-10.33.02 Small Business Enterprise – Construction Program
- Section 2-10.7 Sales Tax Exemption Program
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2-11.1 (i)-(r) Financial Disclosure
- Section 2-11.16.1 Construction Contract Fee for Affordable Housing
- Section 2-1076 Office of the Inspector General
- Section 9-71 through 9-75 Sustainable Building Program
- Section 10-34 - Listing of Subcontractors Required
- Section 11A-38 through 11A-52 Discrimination
- Section 21-255 through 21-266 False Claims Ordinance

END OF ARTICLE

SECTION 14

SPECIAL PROVISIONS TO BE ATTACHED

FEDERAL REQUIREMENTS

MIAMI-DADE COUNTY RPQ #ID: 7360 W22022

87 Park Condo Sidewalk Restoration

- **PIOD SPECIAL INSTRUCTIONS (CONSTRUCTION)**
- **FEDERAL TERMS AND CERTIFICATIONS, AND, 5 OTHER FEDERAL FORMS
(SEE "FEDERAL FORMS" IN NEXT SECTION)**
- **MIAMI-DADE COUNTY'S GENERAL TERMS AND CONDITIONS
(Revised 10.20.25 Version 25-2)**

PIOD SPECIAL INSTRUCTIONS (CONSTRUCTION)

Project Number: #W220022

Project Name: 87 Park Condo Sidewalk Restoration

A. Scope of Work

The scope of work includes, but is not limited to, the restoration of existing paths to their original condition through the replacement of approximately 2,500 square feet of traffic-rated pavers and approximately 7,200 square feet of non-traffic-rated pavers on the south side of the building. In addition, the contractor shall remove and replace approximately 2,500 square feet of pavers on the east side of the building. All quantities must be field-verified.

Paver replacement shall be performed in kind and must adhere to existing specifications, patterns, and elevations. Pointing and patching of adjacent curbs shall be completed as necessary. The contractor is responsible for ensuring the pavers match existing specifications and must coordinate with the Project Manager to ensure full compliance with all requirements. The contractor shall prepare any necessary layout information to complete the work and obtain all required permits including, but not limited to, Maintenance/Repair Permit and MOT permit from Authority Having Jurisdiction (AHJ) City of Miami Beach.

The contractor is also responsible for providing and maintaining all Maintenance of Traffic (MOT) required to safely complete the work in compliance with applicable regulations. Proper signage must be placed around the work area as part of the MOT. The contractor must exercise due care to contain dust and ensure that surrounding landscape, sidewalks, and light fixtures are not damaged. Any items that are damaged during the course of this work shall be replaced and restored to their original condition or better.

Additional Requirements

The contractor shall:

- Secure off-site parking for employees, as on-site parking will not be provided. Costs must be included in the bid.
- Ensure all workers undergo criminal background checks prior to working on-site. Costs must be included in the bid.
- Ensure all workers wear uniforms while on-site.
- Provide their own power and water for construction activities.
- Maintain a clean and safe work area by removing debris daily and properly disposing of all construction waste.
- Perform the project in phases, as approved by the Condo representative.
- Refrain from on-site staging.

The Contractor shall perform the work within the hours of 7:00 am to 3:30 pm, Monday through Friday and in accordance with the noise ordinance from City of Miami Beach. All work performed out of the time frame shall be for the Contractor's benefit. The County shall not pay any extra compensation for this work.

It is preferred that the contractor performing this work has at least five (5) years of experience installing pavers, with a minimum of one (1) project successfully completed within the City of Miami Beach and obtaining Maintenance/Repair Permit and MOT Permit.

Reports

The contractor shall submit a pre-construction report, including photos and videos

documenting existing conditions, as well as a final post-construction inspection report upon project completion.

The project is located at 8701 Collins Ave., Miami Beach, FL 33154.

The estimated Construction cost is \$520,291.17. This estimate includes \$17,426.02 estimated permit processing fees. The Bid shall consist of the Total Base Bid Amount inclusive of all permit fees and excluding Contingency.

NOTE: There are no Dedicated Allowances on this Project. A 10% Contingency will be added to the Base Bid at Project Award.

B. Inspecting and Obtaining Bidding/Contract Documents (“Bid Documents”):

1. The Bid Documents listed below in 2.A-B are available electronically for download through [Miami Dade Procurement](#) (free of charge) or from marcela.rodriquez@miamidade.gov. Bidders must obtain Bid Documents 2.C-D from marcela.rodriquez@miamidade.gov after submitting a completed, notarized Confidentiality Affidavit.
2. Documents to be downloaded
 - A. Bid Documents, RPQ# ID: I190294, North Dade Chiller Plant – Critical Infrastructure Hardening
 - B. Federal Bid Documents:
 - Federal Requirements
 - Federal Forms including Federal Terms and Conditions
 - C. 87th Park Temporary Easement Agreement
 - D. Product Sumbittal – Beachwalk GEM Pavers (Perfect Pavers) Add1

C. Miami-Dade County Small Business Enterprise (SBE) Measure Requirements:

There are no SBE measures on this Project.

D. U.S. Department of Homeland Security/Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) requirements applicable to this solicitation:

1. Grant No. 21FEMA01, Public Assistance (PA) grant, CFDA # _____
2. The successful Bidder must comply with Federal Terms and Certifications and 5 other Federal Forms which must be acknowledged, completed and returned in Bidder’s electronic bid.
3. The successful Bidder must comply with Miami-Dade County’s General Terms and Conditions

E. Affirmative Socioeconomic Steps: Contracting with Small and Minority Business, Women’s Business Enterprises, and Labor Surplus Area Firms:

The successful Bidder shall complete all of the following steps to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with [2 C.F.R. §200.321](#):

1. placing such organizations that are qualified on the solicitation’s list of prospective suppliers,

2. ensuring such organizations are solicited whenever they are potential suppliers,
3. dividing total requirements, when economically feasible, into smaller tasks or quantities,
4. establishing delivery schedules, where the requirements permit, which encouraged their participation, and
5. using the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Prospective suppliers shall not be limited to the Miami-Dade County area. The following sources may be used to identify prospective suppliers:

1. [Florida Department of Management Services, Office of Supplier Diversity Certified Vendor Directory \(https://osd.dms.myflorida.com/directories\)](https://osd.dms.myflorida.com/directories)
2. [U.S. Department of Labor Surplus Area Firms Directory \(https://www.dol.gov/agencies/eta/lsa\)](https://www.dol.gov/agencies/eta/lsa)
3. [U.S. Small Business Administration South Florida District \(https://www.sba.gov/district/south-florida\)](https://www.sba.gov/district/south-florida)
4. [U.S. Department of Commerce's Minority Business Development Agency \(MBDA\) \(https://www.mbd.gov/\)](https://www.mbd.gov/)

Prepare a list of prospective suppliers obtained from these and other sources. For each supplier, the list should include the supplier's name, contact information, and the supplier's certifications (i.e., Florida Certified Minority, Woman, and Veteran Business Enterprise, and U.S. Small Business) and document all efforts and findings from these sources.

Federal standards define:

1. Small Business as a firm designated as such by the U.S. Small Business Administration, self-certified as such in the System for Award Management (SAM).
2. Minority Business Enterprise as a business which is at least 51% owned by one or more minority individuals, or in the case of any publicly owned business, at least 51% of the voting stock is owned by one or more minority individuals.
3. Women-owned business as a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in day-to-day management.
4. Labor surplus area firms as firms geographically located in distressed labor surplus areas designated by the U.S. Secretary of Labor.

F. Public Bid Disclosure Act:

In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license and/or fee which the Contractor will have to pay the County by virtue of this work/project (before or during construction) is set forth below and includes the dollar amount or the percentage method or unit method to be paid of all permits, licenses and/or fees which includes but is not limited to all licensing fees, permit fees, impact fees, inspection fees and certificates of occupancy (CO).

The using agency estimates Permit Fees at \$17,426. The Bidder is responsible for verifying all permit fees imposed on the Work by the Authority Having Jurisdiction **City of Miami Beach** and including that amount in Base Bid. This does not alleviate successful Bidder from obtaining the permits.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

- G. UAP Fee (PIOD Special Provisions, Section 37)
Provisions for the County User Access Program (UAP), including the 2% UAP fee, shall not apply to this federally funded Project in accordance with 2 CFR 200.319(c) and Section 2-8.10 of the Code.
- H. IG Fee (PIOD Special Provisions, Section 25)
Provisions for the cost of random audits by the Office of the Inspector General (IG), referred to as IG Fee, shall not apply to this federally funded Project.
- I. Bid Protest
Provisions for the filing fee for Small Business Enterprises (SBEs) contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21 shall not apply to this federally funded Project.
- J. Davis Bacon Wages
There are no Davis Bacon Wages on this FEMA PA grant-funded project.
- K. Penalty/Damages for Contract Breach Pursuant to SB 180
Effective January 1, 2026, this Miami-Dade County construction contract related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.
- L. Conflicts
The order of precedence described in Section 00110 Standard Construction General Contract Conditions, Article 2 (Interpretation) Section H is hereby modified to add these Federal Bid Documents before Special Provisions.

Attachments:

1. Federal Terms and Certifications, and, 5 other Federal Forms (See "Federal Forms" in next Section)
2. Miami-Dade County's General Terms and Conditions

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

Awarded Bidder/Contractor/Prime Contractor – shall mean the Bidder(s) awarded a Contract as a result of this Solicitation.

Bid – shall refer to any offer submitted in response to this Solicitation.

Bidder – shall refer to legal entity or individual submitting a Bid in response to this Solicitation.

Business Management Workforce System (BMWS) – shall refer to the County's web-based system that firms must utilize to comply with Small Business Enterprise (SBE), Wage and/or Workforce Programs and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>).

C.F.R. – shall mean the Code of Federal Regulations.

Common Carrier/Contracted Carrier – shall mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.

Contract - shall mean collectively, these terms and conditions, the Solicitation, any addenda and/or properly executed modifications, the awarded Bid, and the resultant County purchase order, work order(s) (if applicable) and any change order(s), which constitute the legally enforceable agreement between the County and the Awarded Bidder(s).

Cooperative Agreement Purchasing Program - shall mean a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more entities in an effort to obtain a more economical purchase.

County – shall refer to Miami-Dade County, a political subdivision of the State of Florida

Cybersecurity Products - shall mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

FAA – shall mean the Federal Aviation Administration.

FEMA – shall mean the Federal Emergency Management Agency.

Funding Agreement – shall refer to as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Heightened Security Review - shall mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

Integrated Financial Resources Management System (INFORMS) – shall refer to the technology utilized to track budget, procurement (including soliciting and receiving bids), as well as human resources, and financial operations of the County.

Joint Venture - shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Bid submission.

Material Supplier – shall mean that only obligations on the contract or project are the delivery of materials and activities that are incidental to material supply, such as loading, unloading and pickup; the term shall also mean any facility that manufactures the supplies is not located on the primary or secondary worksite, and was either established before the

beginning of the project or is not dedicated exclusively or nearly exclusively to the project.

NFE – shall refer to Non-Federal Entity, which means a state, local government, Indian tribe, institution of higher education, hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Prevailing Wage – shall mean any wage rate that is paid to a majority of workers for whom usable wage data is received. If there is no majority wage rate, the prevailing wage rate that is paid to the greatest number, as long as it is paid to at least thirty percent (30%) of workers.

Produced in the United States - shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.

Registered Supplier/Vendor – shall refer to a legal entity or individual that has completed and continues to comply with the requirements of the Miami-Dade County Business Entity Registration Application process via the County's online Supplier/Vendor Portal and has satisfied all requirements to enter into business agreements with the County.

Responsible Bidder – shall refer to a Bidder that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Bidder – shall refer to a Bidder that has submitted a bid or reply that conforms in all material aspects to the Solicitation.

SPD – shall refer to Miami-Dade County's Strategic Procurement Department (SPD).

Solicitation – shall mean this documentation, including all addenda.

Subcontractor – shall mean any person, entity, firm or corporation, other than the employees of the Awarded Bidder/Contractor/Prime Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Awarded Bidder/Contractor/Prime Contractor and whether or not in privity of Contract with the Awarded Bidder/Contractor/Prime Contractor.

Work or Services - shall mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Work/Technical Specifications, and the terms and conditions of this Solicitation.

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 Solicitation are encouraged to submit a Bid. To be eligible for award of a contract (including small purchase orders), Bidder must become a registered Supplier/Vendor with Miami-Dade County. Only registered Suppliers/Vendors can be awarded County contracts. Suppliers are required to register using the County's Online Supplier/Vendor Portal as described below in Section B "Supplier/Vendor Registration." For additional information about online Supplier/Vendor registration, please contact the Vendor Outreach & Support Services (VOSS) Section at (305) 375-5773. **In the event that the Supplier's/Vendor's online registration submittal is not approved, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder.**

B. Supplier/Vendor Registration

Prior to award recommendation, the County requires that recommended Bidder complete the Business Entity Registration Application via the Strategic Procurement Department's Online Supplier/Vendor Registration Portal in INFORMS at: <https://supplier.miamidade.gov>

To complete the registration, Supplier/Vendor must have the following documents: Miami-Dade County Local Tax Receipt (for Suppliers/Vendors with a physical location within Miami-Dade County), Certificate of

SECTION 1
GENERAL TERMS AND CONDITIONS

Incorporation (if applicable), and the Supplier's/Vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner or individual must be provided as the legal entity identifier. 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 the County requests the Social Security Number for the following purposes:

- Identification of individual account records.
- Payments to individual/Contractor for goods and services provided to Miami-Dade County.
- Tax reporting purposes.
- Provision of unique identifier in the Supplier/Vendor database used for searching and sorting departmental records.

The Supplier/Vendor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

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 thirty-six (36) months from the date of being placed on the Convicted Vendor List.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, all Solicitations, once advertised and until an award recommendation are under the **"Cone of Silence."** Any communication or inquiries, except for clarification of process or procedure already contained in the Solicitation, are to be made in writing to the attention of the Procurement Contracting Officer identified on the front page of the Solicitation via INFORMS with a copy sent to the Clerk of the Board, clerkbcc@miamidade.gov.
2. SPD may issue an addendum in response to any inquiry received, prior to Bid opening (Event Time and Date End), which changes, adds to, or clarifies the terms, provisions or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation whether written or verbal, other than those made in this Solicitation document or in any addenda issued.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation.

E. Contents of Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the requirements and terms and conditions of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to contest any part of the General Terms and Conditions, Additional/Special Conditions and/or Technical Specifications contained in the Solicitation, the Bidder must file a

notice of objection in writing with the issuing department, at least two workdays (*not less than forty-eight (48) hours*) prior to the Bid opening date and hour (Event Time and Date End) specified in the Solicitation. Failure to file a timely notice of objection will constitute a waiver of proceedings.

3. This Solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative/Implementing Orders, and Resolutions, as well as all applicable State Statutes and Federal Regulations. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
4. It is the responsibility of the Bidder, prior to conducting any lobbying **regarding this** Solicitation, to file the appropriate form with the Clerk of the Board **stating that a particular lobbyist is authorized to represent the Bidder.** The Bidder shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder. Failure of a Bidder to file the appropriate form required, in relation to each Solicitation, may be considered as evidence that the Bidder is not a responsible Contractor. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening (Event Time and Date End), a Bidder may change its Bid by submitting a new Bid via INFORMS. No changes to a Bid will be accepted after the Bid opening (Event Time and Date End).
2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A vendor may withdraw a Bid within the time period provided in the Solicitation, or, if no time period is specified in the Solicitation, one hundred-eighty (180) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Solicitation. The withdrawal letter must be on the company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Additional/Special Conditions, Technical Specifications, Bid Submittal Section, or any addenda issued, the order of precedence shall be as follows: (1) last addendum issued, (2) Bid Submittal Section, (3) Technical Specifications, (4) Additional/Special Conditions and, (5) General Terms and Conditions.

H. Prompt Payment Terms

NO PAYMENT TERMS DISTINCTION SHALL APPLY TO SBE FOR FEDERALLY FUNDED PURCHASES

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74. and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice.

THE FOLLOWING PARAGRAPH, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES:

"The time at which payment shall be due for Small Business Enterprises (SBEs), shall be fourteen (14) calendar days from receipt of a proper invoice. Billings from Prime Contractors under

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either services or goods contracts pursuant to Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute, within fourteen (14) calendar days of receipt of a proper invoice. The Prime Contractor shall pay those amounts not in dispute to subcontracting SBEs within two days of receipt of payment from the County."

All payments for undisputed amounts due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or their designee, not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Awarded Bidder 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 Awarded Bidder under this Contract. Such retained amount shall be applied to the amount owed by the Awarded Bidder to the County. The Awarded Bidder 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 Awarded Bidder for the applicable payment due herein.

1.3. PREPARATION OF BIDS

- A. Bidders must complete the Supplier/Vendor Registration within INFORMS, which is free of any charge, to respond to solicitations issued by Miami-Dade County.
- B. The Solicitation submittal form must be fully completed and provided with Bid. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized representative of the Bidder's firm must electronically sign the Solicitation submittal form and submit it electronically. **FAILURE TO SIGN THE SOLICITATION SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if Bid is conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- E. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid."
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County.

1.5. AWARD OF SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the Solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Solicitation, as deemed in its best interest. The County shall be the sole judge of its best interest.

- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the Scope of Work/Technical Specifications of this Solicitation remains the same.
- E. Award of this Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to Section 2-8.1(g) of the Code of Miami-Dade County, the Bidder's performance as a Prime Contractor or Subcontractor on previous County contracts shall be considered in evaluating the Bid received for this Solicitation.
- G. To obtain a copy of the Bid tabulation, upon notice of award recommendation, Bidder may request bid tabulations or other award information by contacting the contact person outlined within the Solicitation. Information will then be provided electronically.
- H. The Solicitation, any addenda and/or properly executed modifications, the purchase order, work order, and any change order(s) shall constitute the resultant Contract.
- I. In accordance with Resolution R-1574-88, the Strategic Procurement Department Director or their authorized designee will decide all Tie Bids.
- J. Award of this Solicitation may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation.
- K. In accordance 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 ten (10) years prior to date of the Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits.
- L. The County further reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the County deems necessary.
- M. Pursuant to Florida Statutes Section 287.05701, Bidders are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Bidder when determining if a Bidder is a responsible vendor nor will the County give preference to a Bidder based on the Bidder's social, ideological or political interests.

1.6. CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the Contractor in writing of the extension.

This Contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the Awarded Bidder upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the Awarded Bidder against factory defects and workmanship. At no expense to the County, the Awarded Bidder shall

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correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Additional/Special Terms and Conditions of the Solicitation may supersede the manufacturer's standard warranty.

1.8. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

All materials, except where recycled content is specifically requested, supplied by the Awarded Bidder under the Contract shall be new, warranted for their merchantability, and fit for the particular purpose herein. In the event any of the materials supplied to the County by the Awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Awarded Bidder at its expense and the Contract terminated or, (2) the County may require the Awarded Bidder to replace the materials at its expense.

1.9. QUANTITIES

Quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and, (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this Contract under the Joint Purchase portion of the County User Access Program (UAP) described in Paragraph 1.37 and the resultant Contract, if that section is present in this Solicitation document.

1.10. NON-EXCLUSIVITY

It is the intent of the County to enter into Contract with the Awarded Bidder that will satisfy its needs as described herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and Services, or any portion thereof, herein described in any manner it sees fit, including but not limited to; award of other contracts, use of any Contractor, or perform the Work with its own employees.

1.11. LOCAL PREFERENCE:

PARAGRAPH 1.11, LOCAL PREFERENCE, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES

The evaluation of competitive bids is subject to Section 2-8.5 of the Code of Miami-Dade County, which, except where contrary to Federal and State law, or any other funding source requirements, provides that preference be given to local businesses. A Bidder shall affirm in writing its compliance with the requirements of Section 2-8.5 of the Code of Miami-Dade County at the time of submitting its Bid to be eligible for consideration as a "local business" under this Paragraph.

A. A Local Business is defined as:

1. a business that has a valid business tax receipt issued by the County at least one year prior to Bid submission;
2. a business that has physical business address located within the limits of Miami-Dade County from which the Bidder operates or performs business ("Local Business Location"). The Bidder must own or lease the Local Business Location and the address, or another Local Business Location where the owner maintains the appropriate business permits, must have served as the place of employment for at least three full time employees of the Bidder for the continuous period of one year prior to the Bid submission. By exception, if the Bidder is a SBE certified pursuant to the Code of Miami-Dade County, the Local Business Location must have served as the place of

employment for at least one full time employee of the Bidder for the continuous period of one year prior to the Bid submission. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and,

3. a business that contributes to the economic development and well-being of the County in a verifiable and measurable way. This may include but not be limited to, the retention and expansion of employment opportunities and the support and increase in the County's tax base.
 4. If a Bidder is a joint venture, the joint venture shall be considered a "local business" if: (a) the joint venture entity meets the requirements of a "local business"; or (b) all of the constituent vendors comprising the joint venture meet the requirements of a "local business".
- B.** Additionally, a Locally Headquartered Business shall mean a Local Business as defined above, which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the Bidder*. If the Bidder has only one business location, such business location shall be its principal place of business.
- C.** If the responsive and responsible Bidder offering the low price ("Low Bidder" and "Low Bid" respectively) is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent (10%) of the Low Bid, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent (15%) of the Low Bid, shall have an opportunity to submit a best and final offer bid equal to, or lower than the Low Bid.
- D.** If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally- Headquartered Businesses submitting a price within five percent (5%) of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final offer equal to or lower than the Low Bid.

1.12. CONTINUATION OF WORK

Any Work that commences prior to and extends beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the County and the Awarded Bidder, will continue until completion at the same prices, terms, and conditions.

1.13. BID PROTEST

PROVISIONS FOR THE FILING FEE AND ADMINISTRATIVE FEE FOR SBE'S SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.

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

Bid protest procedures set forth in Implementing Order No. 3-21 shall not apply to any procurements conducted by SPD exclusively on behalf of the constitutional offices of Clerk of the Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector pursuant to an interlocal agreement. For such procurements, the bid protest procedures, if any, shall be established by the respective constitutional office.

- A.** A written intent to protest shall be filed with the Clerk of the Board and emailed to all participants in the competitive process within three (3) County workdays of the filing of the County Mayor's recommendation. This three-day period begins on the County workday after the filing of the County Mayor's or designee's recommendation. Such written

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intent to protest shall state the grounds on which it is based and shall be accompanied by filing and administrative fees as detailed below.

- B. The written intent to protest shall be accompanied by a non-refundable filing fee (the Filing Fee), payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- C. For formal bid protests, valued at greater than \$250,000, the written intent to protest shall be accompanied by an additional and separate fee (the Administrative Fee), payable to the Clerk of the Board, in the amount of fifty percent (50%) of the applicable Filing Fee. The Administrative Fee shall be retained by the County if the hearing examiner determines the protest is frivolous or shall be refunded to the protestor at the conclusion of the process.

<u>Award Amount</u>	<u>Administrative Fee</u>
\$250,001-\$500,000	\$500
\$500,001-\$5 million	\$1,500
Over \$5 million	\$2,500

THE FOLLOWING PARAGRAPH, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES:

“The Filing Fee and Administrative Fee for a certified Small Business Enterprise (SBE) firm shall be fifty percent (50%) of the listed fees above, for such contracts set-aside for bidding solely by SBEs. To be entitled to the reduced Filing Fee, the SBE must be certified with the Division of Small Business Development or successor division or department, at the time of filing of the Bid protest”.

The protestor shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County’s recommendation to award or reject will be immediately communicated (via email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Participants may view recommendations to award on the SPD website:
<https://www.miamidade.gov/DPMww/AwardRecommendations.aspx>
or call the contact person as identified on the cover page of the Solicitation.

1.14. FEDERAL, STATE AND LOCAL REQUIREMENTS COMPLIANCE

As applicable, the Awarded Bidder shall comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and County orders, statutes, ordinances, rules and regulations which may pertain to the goods and/or services specified under the Solicitation, including, but not limited to:

- a) Miami-Dade County Small Business Enterprises Development Participation Provisions.

Paragraph 1.14. b) MIAMI-DADE COUNTY SMALL BUSINESS

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- b) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- c) The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- d) The Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- e) Section 2-11.1 of the Code of Miami-Dade County, “Conflict of Interest and Code of Ethics Ordinance.”
- f) Section 10-38 of the Code of Miami-Dade County, “Debarment of Contractors from County Work.”
- g) Sections 11A-60 – 11A-67 of the Code of Miami-Dade County, “Domestic Leave.”
- h) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- j) Section 448.07, Florida Statute “Wage Rate Discrimination Based on Sex Prohibited.”
- k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.) “Discrimination.”
- l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) “Wage Theft.”
- m) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) “Business Regulations.”
- n) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Miami-Dade County Resolution No. R-1072-17, by entering this Contract, the Awarded Bidder is certifying that the Awarded Bidder is in compliance with, and will continue to comply with, the provisions of items “a” through “o” above.

1.15. LICENSES, PERMITS AND FEES

The Awarded Bidder shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the Work required herein. Damages, penalties, and/or fines imposed on the County or an Awarded Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections, shall be borne by said Awarded Bidder.

1.16. SUBCONTRACTING

When subcontracting is allowed and Subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code of Miami-Dade County: (1) Prior to Contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts, and (2) As a condition of final payment under a Contract, the Awarded Bidder shall identify Subcontractors used in the Work, the amount of each subcontract, and the amount paid and to be paid to each Subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

1.17. SUBSTITUTION OF SUBCONTRACTORS

Pursuant to Sections 2-8.1 and 10-34 of the Code of Miami-Dade County, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the required information for its first tier Subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Awarded Bidder shall not change or substitute first-tier Subcontractors or direct suppliers, or the

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portions of the Contract Work to be performed or materials to be supplied from those identified except, upon written approval of the County.

1.18. ASSIGNMENT

The Awarded Bidder shall not assign, transfer, convey or otherwise dispose of this Contract, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the other party.

Notwithstanding anything to the contrary in this Contract, including any work orders, amendments or addendums thereto, the Awarded Bidder agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Contract or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Awarded Bidder. Upon the assignment, transfer or conveyance of the Contract, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Contract assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Contract to an elected County Constitutional Officer, the Contract shall be divided into two separate Contracts and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Contract assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate contract entered into between the Awarded Bidder and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Contract as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Awarded Bidder within thirty (30) days of any such assignment, transfer, or conveyance."

1.19. DELIVERY

Unless otherwise specified in the Solicitation, prices quoted shall be Freight on Board (F.O.B.) Destination. Freight shall be included in the Bidder's proposed price.

1.20. RESPONSIBILITY AS EMPLOYER

All employees of the Awarded Bidder shall be, at all times, employees of the Awarded Bidder under its sole discretion, and not an employee or agent of the County. The Awarded Bidder shall provide competent employees. The County may require the Awarded Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee of the Awarded Bidder shall have and wear proper identification.

1.21. INDEMNIFICATION

The Awarded Bidder shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense,

which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Awarded Bidder or its employees, agents, servants, partners, principals or Subcontractors. The Awarded Bidder 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 be incurred thereon. The Awarded Bidder expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Awarded Bidder, 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.

1.22. INSURANCE REQUIREMENTS

Unless Otherwise Stated in the Solicitation

- A.** The Awarded Bidder shall furnish to the Vendor Outreach & Support Services Section, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:
1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Failure to maintain such insurance throughout the term of the Contract shall be a cause for debarment under Section 10-38 of the Code of Miami-Dade County.
 2. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage.
- B.** 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.

- C. Certificates of Insurance must meet the following requirements:**
1. Signature of agent must be included.
 2. If Automobile Liability Insurance is required above, insurance must be provided for all the following vehicles:
 - a) Owned
 - b) Non-owned
 - c) Hired
 3. If Commercial General Liability Insurance is required above, Certificate of Insurance must show **Miami-Dade County as an additional insured for that coverage.**
 4. Certificate Holder must read exactly as presented below:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, FL 33128-1974

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- D. Compliance with the requirements in this Paragraph shall not relieve the Awarded Bidder of its liability and obligation under this, or under any other, section of the Contract. The Awarded Bidder shall provide the County with the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of this Solicitation, the Awarded Bidder shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the Awarded Bidder to provide the required insurance documents in the manner and within the timeframes prescribed may result in the Awarded Bidder being deemed non-responsible and the issuance of a new award recommendation. No Work shall be authorized or shall commence under the Contract until the Awarded Bidder has complied with the foregoing insurance requirements.
- E. The Awarded Bidder shall assure that the Certificates of Insurance required in conjunction with this Paragraph remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If any Certificate of Insurance is scheduled to expire during the term of the Contract, the Awarded Bidder shall submit new or renewed Certificate(s) of Insurance to the County before such expiration.
- F. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Awarded Bidder shall be responsible for all direct and indirect costs associated with such termination.

1.23. COLLUSION

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

1.24. MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

1.25. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a written notice. Termination for convenience is effective on the termination date stated in the written notice provided by the County. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County shall only be liable for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.26. TERMINATION FOR DEFAULT

The County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Contract may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The Contractor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately, and to the satisfaction of the County, cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor. The Contractor shall be responsible for all other direct damages incurred by the County arising out of the breach.

1.27. BREACHES AND DISPUTE RESOLUTION

- (1) **Disputes and Remedies.** Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contract manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute, and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) **Performance During Dispute.** Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

1.28. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Code of Miami-Dade County, any individual, corporation, or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, may be debarred. The County, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.29. OFFICE OF THE INSPECTOR GENERAL

**THE COST OF RANDOM AUDITS SHALL NOT APPLY TO
FEDERALLY FUNDED PURCHASES**

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.

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THE FOLLOWING PARAGRAPH, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES:

"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 of the Code of Miami-Dade County."

1.30. PRE-AWARD INSPECTION

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

1.31. PROPRIETARY/CONFIDENTIAL INFORMATION

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 electronically signing the Solicitation submittal form, 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.

1.32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Awarded Bidder must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

1.33. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this Contract, no award for those portions of a purchase order utilizing Charter County Transit System Sales Surtax funds as part of a multi-department Contract, nor a Contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the Contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the aforementioned provisions, award of an allocation for services in support of CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the CITT.

1.34. LOBBYIST CONTINGENCY FEES

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give, or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.35. AUDITS – ACCESS TO RECORDS

The County, through its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Contract and any extension thereof, have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records and of its Subcontractors and Suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Awarded Bidder will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Awarded Bidder agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

1.36. INVOICES

The Awarded Bidder shall invoice the County, as specified in this Solicitation. The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of Services, unless otherwise noted in the Contract. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items or

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provision of and acceptance of the Services. Failure to submit invoices in the prescribed manner will delay payment.

All invoices shall contain the following information:

- I. Awarded Bidder 's Information:
 - Name of the Awarded Bidder as specified on the Award Notice issued by the County.
 - Date of Invoice
 - Unique Invoice number
 - Awarded Bidder's Federal Identification Number on file with the County and the State of Florida.
- II. County Information:
 - County Release Purchase Order Number
- III. Pricing Information:
 - Unit price of the goods and/or services provided
 - Extended total price of the goods and/or services provided
 - Applicable discounts
- IV. Goods or Services Provided:
 - Description
 - Quantity
- V. Delivery Information:
 - Delivery terms set forth within the County Release Purchase Order
 - Reference to (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County at the time the items were delivered and accepted.
 - Location and date of delivery of goods and/or services provided.

1.37. COUNTY USER ACCESS PROGRAM (UAP)

PARAGRAPH 1.37. COUNTY USER ACCESS PROGRAM (UAP), IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES

A. User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any Contract resulting from the Solicitation, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Awarded Bidder providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the two percent (2%) UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

B. Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide the approved entities a UAP Participant Validation Number. The Awarded Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this Paragraph. Awarded Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The Awarded Bidder shall notify the

ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Awarded Bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity, and prior to shipping of goods.

The County shall have no liability to the Awarded Bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Awarded Bidder and shall be paid by the ordering entity less the two percent (2%) UAP.

C. Bidder Compliance

If an Awarded Bidder fails to comply with the aforementioned provisions, that Contractor may be considered in default by the County.

1.38. DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

After receipt of Bids by the County, Bidders may be required to demonstrate specifically offered equipment/product to County personnel, at no additional cost. The purpose of this demonstration is to observe the equipment/product in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this Solicitation.

If a demonstration is required, the County will notify the Bidder in writing and specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that Bidder's offer, or to reschedule the demonstration, whichever action is determined to be in the best interest of the County. The County shall be the sole judge of the acceptability of the equipment/product in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment/product to be provided by the Awarded Bidder during the Contract term shall conform to the equipment used in the demonstration. The Awarded Bidder shall provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the Contract.

1.39. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the Awarded Bidder shall be the most recent model available. Any optional components which are required in accordance with the specifications herein shall be considered standard equipment for the purposes of this Solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications herein does not relieve the Awarded Bidder from furnishing a complete unit. The equipment shall conform to all applicable Federal (including OSHA), State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable. The engineering, materials, and workmanship associated with the Awarded Bidder's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

1.40. PATENTS AND ROYALTIES

The Awarded Bidder, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including

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cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Contractor. The Awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by Awarded Bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser (County) will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Awarded Bidder may, at its option and expense, procure for the purchaser (County) the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the Awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the Awarded Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.41. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances which they may be exposed to in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Awarded Bidder performing under the Contract shall provide two complete sets of Material Safety Data Sheets to each County Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at <https://www.osha.gov/>.

1.42. GOVERNING LAW AND VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

1.43. BANKRUPTCY

The County reserves the right to terminate this Contract, if, during the term of any contract the Awarded Bidder has with the County, the Awarded Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Awarded Bidder under federal bankruptcy law or any state insolvency law.

1.44. SURVIVAL

The parties acknowledge that any of the obligations in this Contract will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awarded Bidder and the County under this Contract, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.45. SMALL BUSINESS ENTERPRISE (SBE) MEASURES

PARAGRAPH 1.45. SMALL BUSINESS ENTERPRISE (SBE) MEASURES, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES

A Small Business Enterprise (SBE) is a business entity certified by the Office of Small Business Development (SBD), providing goods or services, which has a valid business tax receipt issued by the County at least one year prior to certification, an actual place of business in Miami-Dade County, not a virtual office, and whose three-year average gross revenues do not exceed the following contracting participation levels:

- (i) Tier 1 - \$0 to \$750,000;
- (ii) Tier 2 - \$750,000.01 to \$2,000,000;
- (iii) Tier 3 - \$2,000,000.01 to \$5,000,000; or
- (iv) Tier 4 - \$5,000,000.01 to \$8,000,000.

The term Small Business Enterprise, as it applies to **goods only**, shall also include manufacturers with one hundred (100) employees or less, or wholesalers with fifty (50) employees or less, without regard to gross revenues. A wholesaler or manufacturer must comply with all other requirements of this section to be a certified SBE.

An SBE measure applies to this Solicitation as follows and as otherwise stipulated in Sections 2-8.1.1.1.1, 2-8.1.1.1.2, and 10-34 of the Code and Miami-Dade County and Implementing Order 3-41 in case of changes to legislation. After award, any changes in SBE participation must be approved by SBD. The BMWS is the web-based system that firms must utilize to comply with SBE, Wage and/or Workforce programs, and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>).

Set-Asides

Contract may be set aside for SBE participation where prior to Solicitation advertisement, there are at least two available SBEs to perform the contract, and where such set-aside is in the best interest of the County. Where applicable:

- (i) contracts greater than \$250,000 to \$750,000 shall be set-aside for Tier 1 SBEs;
- (ii) contracts from \$750,000.01 to \$2 million shall be set-aside for Tier 2 SBEs;
- (iii) contracts from \$2,000,000.01 to \$5 million shall be set-aside for Tier 3 SBEs; and
- (iv) contracts from \$5,000,000.01 to \$8 million shall be set-aside for Tier 4 SBEs.

Lower tier SBEs may bid on higher tier set-asides.

Contracts set-aside for SBE participation shall have the following preferences: ten percent (10%) for Tier 1 SBEs; five percent (5%) for Tier 2 SBEs; and zero (0) percent for Tier 3 and Tier 4 SBEs. The preference shall be used only to evaluate a Bid and shall not affect the Contract price.

For Contracts set-aside for SBE participation, Bidders must submit a completed Certificate of Assurance acknowledging the required SBE measure at the time of Bid submission. Where subcontracting is allowed or required on a set-aside contract, Bidders may also be required to submit a Utilization Plan via BMWS.

Bid Preference

For awards valued from \$250,000.01 up to one million dollars (\$1,000,000) and not set-aside for SBEs, a ten percent (10%) bid preference shall automatically apply for Tier 1 and Tier 2 SBEs and a five percent (5%) preference shall automatically apply for Tier 3 and Tier 4 SBEs. The preference accorded on awards greater than one million dollars (\$1,000,000) and not set-aside for SBEs shall be five percent (5%) of the Bid price for all tier SBEs, including BAFO submissions. Preferences shall

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be applied to the Bid price of Bidders that are SBE's or joint ventures with at least one SBE firm.

The preference shall be used only to evaluate a Bid and shall not affect the Contract price. Application of preference shall be applied in accordance with the requirements of Paragraph 1.47.

Subcontractor Goals

Subcontractor goals may be applied to a Contract based on estimates made prior to Solicitation advertisement of the quality, quantity and type of subcontracting opportunities provided by the Contract and the availability of SBEs to perform such Work. Only SBEs certified to provide the type of goods or services are counted towards meeting a goal. For contracts in which a goal is applied, Bidder must submit (1) a completed Certificate of Assurance acknowledging the required SBE measure at the time of Bid submission and (2) a Utilization Plan listing the certified SBEs to fulfill the SBE goals via BMWS, upon notification by SBD or BMWS, within the required time frame. The Contractor will be responsible for reporting payments to Subcontractors, and Subcontractors must confirm the reported payments, via BMWS, within the specified time frame.

Certification

SBEs must be certified by SBD. For certification information, please contact SBD at 305-375-3111 or online at <https://www.miamidade.gov/smallbusiness/enterprise-programs.asp>. The enterprises must be certified by bid submission deadline and at contract award, to remain eligible for the preference.

To search for SBE certified firms or view a firm's certification status, please visit the BMWS website at <https://mdcsbd.gob2g.com>.

1.46. LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE

PARAGRAPH 1.46. LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (VBE) in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified 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 submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

A Local Certified Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent (5%) of the bid price. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price. However, if a Local Certified Veteran Business Enterprise is the lowest Bidder as a result of a Best and Final Offer (also known as a BAFO), then the price submitted as part of the Best and Final Offer shall be the Contract price.

At the time of Bid submission, the Bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Solicitation submittal form.

1.47. APPLICATION OF PREFERENCES

PARAGRAPH 1.47. APPLICATION OF PREFERENCES, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES

The preferences required by the Code of Miami-Dade County for the Solicitation will be applied in the following manner:

(1) The County will apply first the preferences available to SBEs under Sections 2-8.1.1.1(3)(c)(3), 2-8.1.1.1(3)(c)(4), and 2-8.1.1.2(3)(c)(3) without reference to preferences which may be available to local or locally headquartered businesses under other provisions of the Code.

(2) The County will apply the local and locally headquartered business preferences only after applying the preferences provided in subsection 1 above.

(3) In determining whether a SBE is entitled to the opportunity to submit a best and final bid offer equal to or lower than the low bid under Section 2-8.5 (2)(a)(1), the Bid of the SBE shall be reduced by the amount of any preference to which the SBE is entitled under Section 2-8.1.1.1(3)(c)(3) and Section 2-8.1.1.2(3)(c)(3), which shall be referred to as the SBE evaluation price. The SBE evaluation price shall be used for evaluating the SBE's opportunity to participate in the best and final bid offer.

(4) The preference to Local Certified Veteran Business Enterprises provided for under Section 2-8.5.1 shall be applied without reference to any bid preference or selection factor available to an SBE.

1.48. ADDITIONAL/SPECIAL SECURITY REQUIREMENTS AT CERTAIN MIAMI-DADE COUNTY DEPARTMENTS

Miami-Dade Aviation (MDAD), Water and Sewer (WASD), Transportation and Public Works (DTPW) and Seaport (PortMiami) Departments operate under strict security regulations. These regulations involve the issuance of additional identification (ID) cards.

Awarded Bidders performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and, may include bonding for a Customs I.D. For Customs ID, call 305-345-6528 or email miamiairportsecurityoffice@cbp.dhs.gov for information. For MDAD ID, call 305-876-7188 for appointment and to pick-up package. Awarded Bidders are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of Contract.

Complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the PortMiami and WASD frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the departments at the current cost of \$60.00 per applicant per year. Therefore, the Awarded Bidder shall obtain and pay for ID cards for each of their employees and/or agents who will be frequently visiting or performing Services in restricted areas.

For more information concerning PortMiami ID cards, you may contact the PortMiami ID Office at (305) 347-4955.

For more information concerning WASD ID cards, contact the WASD security at (786) 552-8271.

For the Department of Transportation and Public Works (DTPW), all Awarded Bidders and their employees are required to have at all times a current ID card issued by DTPW while working on DTPW property. For information as to the requirements in obtaining the ID card, contact the Office of Safety and Security by calling 305-375-4240. Additional Security Clearance may be required during the Contract term as may be mandated by County ordinance, local, state, federal laws, or department policy. Awarded Bidders will be charged a minimal fee for the badging requirement.

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1.49. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")
PARAGRAPH 1.49. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP"), IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Awarded Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County Contract through the SFWIB. If no suitable candidates can be employed after a referral period of three (3) to five (5) days, the Awarded Bidder is free to fill its vacancies from other sources. Awarded Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Awarded Bidder performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at: [First Source Registration \(careersourcesfl.com\)](http://careersourcesfl.com).

1.50. NONDISCRIMINATION

During the performance of this Contract, Awarded Bidder agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts based on source of income.

By entering into this Contract, the Awarded Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Awarded Bidder submits a false affidavit pursuant to this Resolution or, the Awarded Bidder violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

Pursuant to Section 287.134 (2)(a), (F.S., a Bidder who has been placed on the discriminatory vendor list may not submit a bid or reply on a contract to provide any goods or services to the County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County; and may not transact business with the County. Further, in accordance with Section 287.134(2)(b), F.S., the County will not accept any bid or replies from, award any contract to, or transact any business with a Bidder or affiliate on the discriminatory vendor list for a period of 36 months following the date that Bidder or affiliate was placed on the discriminatory vendor list unless that Bidder or affiliate has been removed from the list.

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

The Awarded Bidder 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 the 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 Contract and shall be enforced in accordance with the terms of the Contract.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDED BIDDER'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

1.52. PROHIBITION ON POLYSTYRENE ARTICLES IN MIAMI-DADE COUNTY PARKS

Pursuant to Rule 36 of Chapter 26 of the Code of Miami-Dade County, Parks, Recreation and Open Spaces Department Contractors (Parks Contractors) shall not sell, use, provide food in, or offer the use of Polystyrene articles, also known as Styrofoam, on park property or facilities located within Miami-Dade County Parks. This rule is applicable to a contractor, vendor, lessee, licensee, programming partner, or permittee of the County that uses, works on, provides services at, or undertakes construction of a park property; a special events permittee for an event in a park; or an operator or manager of a park property or a facility within a park. This rule shall not apply to Polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the Parks Contractor. A violation of this rule shall be deemed a default under the terms of the applicable contract between the County and the Parks Contractor.

1.53. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If the County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this

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contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination, the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

1.54. LABOR, MATERIALS, AND EQUIPMENT

Awarded Bidder shall furnish all labor, materials, and equipment necessary for satisfactory Contract performance. When not specifically identified in the Technical Specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the Work and Contract. All materials, workmanship, and equipment shall be subject to inspection and approval by the County prior to commencement of the Work, unless otherwise specified in the Solicitation.

1.55. ACCIDENT PREVENTION AND BARRICADES

Precautions shall always be exercised for the protection of persons and property. All Awarded Bidders performing Services under the Contract shall conform to all relevant Occupation Safety and Health Administration (OSHA) requirements, State and County regulations, and County department's safety procedures during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Awarded Bidder. Barricades shall be provided by the Awarded Bidder when Work is performed in areas traversed by persons, or when deemed necessary by the County.

1.56. CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in accordance with all laws and permits pertaining to the safe and proper disposition of the materials and debris. Upon final completion, the Awarded Bidder shall thoroughly clean up all areas where Work has been involved, as mutually agreed with the associated department's project manager.

1.57. 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited

to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Contract within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

1.58. FAA ADDITIONAL/SPECIAL PROVISIONS

This Section outlines the provisions currently required under applicable FAA guidelines. The Awarded Bidder/Contractor/Prime Contractor shall comply with the terms of these provisions as amended from time to time. The Mayor or the Mayor's designee shall have the authority to administratively amend these provisions to reflect revisions, additions, or removals of required FAA provisions as issued through official FAA guidance. Any such amendments shall be provided in writing to the Awarded Bidder/Contractor/Prime Contractor through an updated version of these provisions. Failure to agree to the amendment proffered by MDAD shall cause MDAD to terminate this agreement for convenience.

A. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor and its Subcontractors agree to comply with pertinent statutes, executive orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and its Subcontractors from the Solicitation period through the completion of the Contract.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

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programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all Solicitations, either by competitive bidding, or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or Supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's non-compliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal

Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Contract until the Contractor complies and/or;
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. All Contracts and subcontracts that result from this Solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. All Contracts and subcontracts that result from this Solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

F. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

G. Equal Employment Opportunity:

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

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- including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in

the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.59. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the project manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience, negotiate with the next low Bidder, or obtain the goods and/or services through a separate contract.

1.60. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER OR CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the Common Carrier or Contracted Carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of [908.111](#), Florida Statutes ("F.S."), titled "Prohibition against governmental entity contracts with Common Carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided to Miami-Dade County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until Contractor executes and provides such attestation.

Additionally, the Contractor acknowledges and agrees that this Paragraph and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Paragraph 1.14 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section [908.111](#), F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other

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events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions as provided for in Paragraph 1.26 of this Contract. If County terminates this Contract for cause under this subsection, County shall retain its rights under Paragraph 1.28 of the Contract to (1) terminate or cancel any other Contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

1.61. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County is not consistent with the best interests of the public; or
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

Awarded Bidder's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

1.62 COMPLIANCE WITH FEDERAL PROVISIONS

The following provisions apply for the purchase of goods, services, construction or repairs to be provided as a result of any award under this Solicitation, by an Awarded Bidder to Miami-Dade County, and funded, in whole or in part, by Federal assistance in the form of grant, subgrant, loan or reimbursement either directly to the County as a recipient or as a subrecipient of funding provided from the Federal government to an agency of the State of Florida or to another pass-through agency..

A. EQUAL EMPLOYMENT OPPORTUNITY (Except FAA)

- i. **Applicability.** The regulations in this part apply to all agencies of the Government administering programs involving Federal financial assistance which may include a construction contract, and to all contractors and subcontractors performing under construction contracts which are related to any such programs.
- ii. **Required Language.** 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Applicability: This requirement applies to all partially or fully federally funded grant and cooperative agreement programs for Contracts exceeding \$25,000)

- (1) Contractors who apply or bid for, or have received an award exceeding \$25,000, shall file the attached **Exhibit C – Suspension and Debarment Certification Form**.
- (2) Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (3) Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) Certification is a material representation of fact relied upon by Miami-Dade County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The Bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this Bid is valid and throughout the period of any Contract that may result from this

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Solicitation. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Applicability: Funding agreement)

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

This requirement applies to “funding agreements,” but it **DOES NOT apply to the FEMA Public Assistance Program**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

D. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS (Applicability: All contracts greater than \$100,000).

Contractors who apply or bid for, or have received an award exceeding \$100,000, shall file the attached **Exhibit B – Byrd Anti-Lobbying Certification and Disclosure Statements**. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to Federal Awarding Agency. If applicable, Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-

LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Refer to Exhibit B - Byrd Anti-Lobbying Certification and Disclosure Statement

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND “ANTI-KICKBACK” ACT (18 USC § 40 U.S.C. 3145).

The Copeland Anti-Kickback Act applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies and provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal Awarding Agency. The Davis-Bacon Act applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract,

- (1) All prime construction contracts exceeding \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the Work wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this solicitation.

Effective October 23, 2023, the U.S. Department of Labor implemented the Wage and Hour Division’s (WHD) original methodology for determining prevailing wages, known as the “three-step process” that was in effect prior to 1983. According to said process, in the absence of a wage rate paid to a majority of workers in a particular classification, a wage rate will be considered prevailing if it is paid to at least 30% of such workers. Only if no wage rate is paid to least 30% of workers in a classification will a weighted average rate be used.

Other wage determination improvements noted in the Davis-Bacon amendments of October 2023 are noted below:

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GENERAL TERMS AND CONDITIONS

- (a) Frequently Conformed Rates – permits the Department of Labor to list on wage determinations a new category of supplemental wage and fringe benefit rates for classifications for which the Department's WHD received insufficient data through its wage survey process and for which conformance requests are regularly submitted.
- (b) Periodic Adjustments to Wage Determinations – permits WHD to periodically adjust certain non-collectively bargained prevailing wage and fringe benefit rates between Davis-Bacon wage surveys so that these rates do not become out-of-date and fall behind prevailing rates in the area. Such rates may be adjusted based on U.S. Bureau of Labor Statistics Employment Cost Index (ECI) data no more frequently than once every three (3) years, and no sooner than three (3) years after the date of the rate's publication.
- (c) Use of State or Local Agency Prevailing Wage Rates - allows WHD to adopt prevailing wage rates set by state or local officials, even if the state or locality's methods or criteria for determining the prevailing wage are not precisely the same as WHD's, provided that specified criteria are met.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Contract or Subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
- b. Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
- c. Duration of Applicability of Wage Determination to Contract or Project applies for the life of the contract, with three limited exceptions: where there is new out-of-scope construction, where there is an additional time period not previously obligated, or

where the contract is an indefinite-delivery-indefinite quantity (IDIQ) or similar long-term contract.

- i. New out-of-scope construction: The final rule codifies the Department's longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is modified to include substantial additional construction not within the scope of work of the original contract.
 - ii. Additional time period not obligated: the final rule codifies WHD's longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is changed to require the contractor to perform work for an additional time period not originally obligated, such as when an option is exercised.
 - iii. IDIQ and similar long-term contracts: The final rule requires contracting agencies to update wage determinations annually for IDIQ and similar long-term contracts that require construction work over a period of time that is not tied to the completion of any particular project.
- d. Multiple Types of Construction means when a project involves work in more than one type of construction (e.g., building, heavy, highway, residential), the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to include a substantial amount of construction.
- e. Project Wage Determinations:
- i. Multi-County Projects – authorizes contracting agencies to request a project wage determination where the project involves work in more than one county and will employ workers who may work in more than one county.
- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
 - (3) The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these Contract clauses.
 - (4) A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12. The debarment provisions set forth a three-year period for all debarments.
 - (5) The Copeland "Anti-Kickback Act" provides for the following standards: Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States").

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime

SECTION 1
GENERAL TERMS AND CONDITIONS

Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these Contract clauses.

- c. **Breach.** A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.”

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. §§ 3702 AND 3704

- (1) **Applicability.** This requirement applies to all contracts awarded by the County in excess of \$100,000 under federal grants or cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The amended Davis-Bacon Act (effective October 23, 2023) articulates circumstances under which transportation (e.g., of materials) by employees of contractors or subcontractors is covered, namely:

- i. Transportation entirely within the site of the work (i.e., from one location on the worksite to another).
- ii. Transportation of a “significant portion” of a public work between a secondary construction site and a primary construction site.
- iii. Transportation between an adjacent or virtually adjacent dedicated support site (e.g., project-dedicated batch plants or borrow pits located next to the worksite) and the primary or secondary worksite; and
- iv. Onsite activities essential or incidental to offsite transportation (e.g., pickup, drop off, loading and waiting time) where such time is not de minimis. The total amount of time a driver spends on the site of the work during a typical day or workweek – not just the amount of time that each individual delivery or removal takes – is relevant to a determination of whether the driver’s onsite time is de minimis.

- (2) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (3) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Paragraph (F)(2) of this section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (F)(2) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (F)(2) of this Section.

- (4) **Withholding for unpaid wages and liquidated damages.** Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated. Damages as provided in the clause set forth in Paragraph (F)(3) of this section.

- (5) **Contractor or Subcontractor.** The clauses set forth in Paragraphs (F)(1) through (4) of this Section shall be inserted in any subcontracts and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Paragraphs (F)(1) through (4) of this Section.”

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (i) Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (ii) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security (DHS), the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

G. THE CLEAN AIR ACT, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387

(Applicability: Contracts exceeding \$150,000 awarded by the County under a federal grant).

- (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) Contractor agrees to report each violation to Miami-Dade County (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. PROCUREMENT OF RECOVERED MATERIALS
(Applicability: Contracts exceeding \$10,000).

In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

SECTION 1
GENERAL TERMS AND CONDITIONS

- (1) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/frequent-questions-about-comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in Paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

- (1) This clause does not prohibit Contractors from providing:
 - (i) A Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) **Reporting requirement.**

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to Paragraph (d)(1) of this clause:
 - (i) Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.**

The Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

J. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. It is the intent of Miami-Dade County and the Contractor that this agreement includes and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein. Refer to [Sec. 2-8.2.6.1](#) of the Code of Miami-Dade County and Paragraph 1.64T.

K. AFFIRMATIVE SOCIOECONOMIC STEPS: CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G)

Pursuant to C.F.R. 200.321 (g), Miami-Dade County will take all necessary affirmative steps to assure that minority businesses,

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women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (6) If subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321 (J)(1-5) as listed above to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. ACCESS TO RECORDS

In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- 1) The Contractor agrees to provide Miami-Dade County, the Federal Awarding Agency's Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the Federal Awarding Agency's Administrator or his authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.
- 4) The Contractor agrees to retain its books, documents, papers and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:
 - (i) If any litigation, claim or audit is started before the expiration of the five (5) year period and Contractor is notified of same, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - (ii) Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and
 - (iii) Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with section M herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of section M below.

In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, Miami-Dade County and the Contractor acknowledge and agree that

no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency's Administrator or the Comptroller General of the United States.

M. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or, acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any Work subject to copyright under 17 U.S.C. §102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in the performance of this Contract in formats acceptable by the County.

N. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

O. DHS SEAL, LOGO, AND FLAG

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the Federal Awarding Agency. The Contractor shall include this provision in the any subcontracts.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

R. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract as stipulated in Paragraph 1.24 above. All changes to the method, pricing, or schedule of work must be reasonable and the Contractor shall not present any claim which is not allowable or allocable under any Federal rule, requirement, or standard. The Contractor shall present all full and complete written justification, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

S. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT

SECTION 1
GENERAL TERMS AND CONDITIONS

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, the Federal Funding Agency, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of Work arising from this Contract.

T. BUY AMERICA PREFERENCES FOR INFRASTRUCTURE PROJECTS

In accordance with [2 CFR Part 184](#), the County shall ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. It is the intent of the County and the Contractor that this agreement includes and incorporates all requirements under all applicable Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein.

1.63. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By submitting a bid, quote or other response, or otherwise entering into, a contract under this Solicitation, the Bidder affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Bidder further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Bidder is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Bidder; or c) the Bidder is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S.

This affirmation by the Bidder shall be in the form attached to this Solicitation as **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

1.64 KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to the Solicitation as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

1.65 LANGUAGE AND CURRENCY OF BID

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the County, shall be written in the English language. The currency of the Bid and the currency of payment under the resulting Contract shall be the United States Dollar.

FEDERAL FORMS

MIAMI-DADE COUNTY RPQ #ID: 7360 W220022

87 Park Condo Sidewalk Restoration

- **FEDERAL TERMS AND CERTIFICATIONS (Revised 10.06.24)**
- **BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENT**
- **SUSPENSION AND DEBARMENT CERTIFICATION FORM**
- **CONTRACTOR DUE DILIGENCE AFFIDAVIT**
- **KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES
AFFIDAVIT**
- **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED
AFFIDAVIT**

Federal Terms and Certifications

By signing this document, the vendor _____ (“Vendor”), hereby acknowledges and accepts the following terms and conditions necessary to make Contract / Purchase Order _____ (“Contract”) with Miami-Dade County (the “County”) eligible for federal funding in compliance with the Federal Emergency Management Agency’s (FEMA) reimbursement requirements, as set forth in 2 CFR 200.326 and 2 CFR Part 200 Appendix II.

The following provisions shall apply and become effective the earlier of the date of execution of this document by the Vendor or October 6, 2024 (“Effective Date”). All inconsistent or conflicting provisions of the Contract shall be deemed deleted or modified in the manner set forth herein, to give full effect to the following provisions and such deletions and modifications shall also apply to the standard Miami-Dade terms and conditions to the extent such terms and conditions are incorporated into the Contract. This document supersedes any conflicting provisions contained elsewhere in the Contract. All references to Vendor in this document shall mean the same as “Contractor” or “Servicer” or any other term used to refer to the party contracting with the County in the Contract.

I. Federal Provisions:

The following provisions shall be applicable to the Contract:

A. BREACHES AND DISPUTE RESOLUTION

For all purchases in excess of the simplified acquisition threshold, currently \$250,000 the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County’s project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor’s representative, then either party may submit any claim, counterclaim, dispute, and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) Performance During Dispute - Unless otherwise directed by the County, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of “reasonable costs.”

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Agreement may be terminated by the County. The County reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County’s intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

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

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND “ANTI-KICKBACK” ACT (18 USC § 40 U.S.C. 3145)

The Copeland Anti-Kickback Act applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies and provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal Awarding Agency. The Davis-Bacon Act applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Accordingly, if applicable to this Contract,

- (1) All prime construction contracts exceeding \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations 29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the Work wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this solicitation.

Effective October 23, 2023, the U.S. Department of Labor implemented the Wage and Hour Division’s (WHD) original methodology for determining prevailing wages, known as the “three-step process” that was in effect prior to 1983. According to said process, in the absence of a wage rate paid to a majority of workers in a particular classification, a wage rate will be considered prevailing if it is paid to at least 30% of such workers. Only if no wage rate is paid to at least 30% of workers in a classification will a weighted average rate be used.

Other wage determination improvements noted in the Davis-Bacon amendments of October 2023 are noted below:

- (a) Frequently Conformed Rates – permits the Department. of Labor to list on wage determinations a new category of supplemental wage and fringe benefit rates for classifications for which the Department’s WHD received insufficient data through its wage survey process and for which conformance requests are regularly submitted.

- (b) Periodic Adjustments to Wage Determinations – permits WHD to periodically adjust certain non-collectively bargained prevailing wage and fringe benefit rates between Davis-Bacon wage surveys so that these rates do not become out-of-date and fall behind prevailing rates in the area. Such rates may be adjusted based on U.S. Bureau of Labor Statistics Employment Cost Index (ECI) data no more frequently than once every three (3) years, and no sooner than three (3) years after the date of the rate’s publication.
- (c) Use of State or Local Agency Prevailing Wage Rates - allows WHD to adopt prevailing wage rates set by state or local officials, even if the state or locality’s methods or criteria for determining the prevailing wage are not precisely the same as WHD’s. provided that specified criteria are met.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Contract or Subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal Awarding Agency.

- a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
- b. Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
- c. Duration of Applicability of Wage Determination to Contract or Project applies for the life of the contract, with three limited exceptions: where there is new out-of-scope construction, where there is an additional time period not previously obligated, or where the contract is an indefinite-delivery-indefinite quantity (IDIQ) or similar long-term contract.
 - i. New out-of-scope construction: The final rule codifies the Department’s longstanding position that the most recent revision of any applicable wage determination(s) must be incorporate when a contract is modified to include substantial additional construction not within the scope of work of the original contract.
 - ii. Additional time period not obligated: the final rule codifies WHD’s longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is changed to require the contractor to perform work for an additional time period not originally obligated, such as when an option is exercised.
 - iii. IDIQ and similar long-term contracts: The final rule requires contracting agencies to update wage determinations annually for IDIQ and similar long-term contracts that

require construction work over a period of time that is not tied to the completion of any particular project.

- d. Multiple Types of Construction means when a project involves work in more than one type of construction (e.g., building, heavy, highway, residential), the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to include a substantial amount of construction.
- e. Project Wage Determinations:
 - i. Multi-County Projects – authorizes contracting agencies to request a project wage determination where the project involves work in more than one county and will employ workers who may work in more than one county.
- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- (3) The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these Contract clauses.
- (4) A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12. The debarment provisions set forth a three-year period for all debarments.
- (5) The Copeland “Anti-Kickback Act” provides for the following standards: Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States”).

Compliance with the Copeland “Anti-Kickback” Act.

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. **Breach.** A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.”

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 40 U.S.C. §§ 3704

- (1) If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standard Acts of 1962, U.S.C. §§ 3702 and 40 U.S.C. §§ 3704 that involve the employment of mechanics or laborers.

The amended Davis-Bacon Act (effective October 23, 2023) articulates circumstances under which transportation (e.g., of materials) by employees of contractors or subcontractors is covered, namely:

- (a) Transportation entirely within the site of the work (i.e., from one location on the worksite to another).
 - (b) Transportation of a “significant portion” of a public work between a secondary construction site and a primary construction site.
 - (c) Transportation between an adjacent or virtually adjacent dedicated support site (e.g., project-dedicated batch plants or borrow pits located next to the worksite) and the primary or secondary worksite; and
 - (d) Onsite activities essential or incidental to offsite transportation (e.g., pickup, dropoff, loading and waiting time) where such time is not de minimis. The total amount of time a driver spends on the site of the work during a typical day or workweek – not just the amount of time that each individual delivery or removal takes – is relevant to a determination of whether the driver’s onsite time is de minimis.
- (2) No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) In the event of any violation of the clause set forth in Paragraph (F)(2) of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the County for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (F)(2) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (F)(2) of this Section.
- (4) The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (F)(3) of this section.

- (5) The clauses set forth in Paragraphs (F)(1) through (4) of this Section shall be inserted in any subcontracts and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs (F)(1) through (4) of this Section.”

Further Compliance with the Contract Work Hours and Safety Standards Act

- (a) Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (b) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security (DHS), the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. Ch. 85 §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§1251-1387

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et. seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

I. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C., § 6321 et seq. and 42 U.S.C. § 6201.

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Contractors who apply or bid for, or have received an award exceeding \$25,000, shall file the attached **Suspension and Debarment Certification Form**.
2. Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
3. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. Certification is a material representation of fact relied upon by Miami-Dade County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this agreement is valid. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached **Byrd Anti-Lobbying Amendment Certification**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

L. RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or

(3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

The Contractor also agrees to comply with the all other applicable requirements of Section 6002 of the [Solid Waste Disposal Act](#).

M. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in Paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

i Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

(1) This clause does not prohibit Contractors from providing:

(i) A Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.
- iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to Paragraph (d)(1) of this clause:

(i) Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

N. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G)

Pursuant to C.F.R. 200.321 (G), the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

O. ACCESS TO RECORDS

In addition to the provisions contained in the Contract, and consistent with 2 CFR § 200.337, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the

Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) The Contractor agrees to retain its books, documents, papers, and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:
 - i. If any litigation, claim or audit is started before the expiration of the five (5) year period and Contractor is notified of same, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken;
 - ii. Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and
 - iii. Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with Section S herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of Section S below.

P. PROGRAM FRAUD AND FALSE FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor hereby acknowledges that 31 USC § 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

Q. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

R. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

S. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

T. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

U. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, FEMA, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of work arising from this Contract.

V. FLORIDA PUBLIC RECORDS

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the 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, Florida Statutes](#), 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 this Agreement and shall be enforced in accordance with the terms and conditions 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 (Departments to insert telephone number, email address, and mailing address of their PRR Custodian).

W. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

II. Inapplicable Provisions:

The following provisions must not be included in the Contract and, to the extent that the following provisions are contained elsewhere in the Contract, they shall be void and of no force or effect.

A. SBE Measures

SBE Measures under Sections 2-8.1.1.1.1, 2-10.4.01, and 10-33.02 of the County Code under an SBE program shall NOT apply to this Contract.

B. Prompt Payment Terms

Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, Florida ("County Code") that are for a Small Business Enterprise ("SBE") subcontractor shall NOT apply to this Contract.

C. County User Access Program ("UAP")

The UAP fee in the amount of two percent (2%) shall NOT apply to this Contract and the County shall not withhold any portion of payment due to Vendor for the UAP fee.

D. First Source Hiring Referral Program (“FSHRP”)

Section 2-2113 of the County Code which provides that County contractors are to use a local workforce referral agency for job postings and to use good faith efforts to fill fifty percent (50%) of job vacancies through such local workforce referral agency shall NOT apply to this Contract.

E. Inspector General

The cost of random audits of one quarter (1/4) of one (1) percent will NOT be incorporated into the contract price of this Contract and shall not be withheld from payment due to the

Firm **X**

Authorized Representative – Printed Name _____

Authorized Representative Signature _____

Title: _____

Date: _____

ATTACHMENTS

- (1) Byrd Anti-Lobbying Amendment Certification
- (2) Suspension & Debarment Certification Form

CERTIFICATION REGARDING LOBBYING (Byrd Anti-Lobbying Amendment Certification)

In accordance with the requirements of [44 C.F.R. Part 18](#), Contractors who apply or bid for an award of \$100,000 or more shall file this certification. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure of Lobbying Activities"](#), in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Firm/Company Name:

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:

SUSPENSION AND DEBARMENT CERTIFICATION FORM

The undersigned attests to the following:

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Firm/Company Name:

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:



Contractor Due Diligence Affidavit

In accordance with Miami-Dade County (County) Resolution No. [63-14](#), proposed 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 of County Commissioners 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; and,
- (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 the above information shall be attached to the executed Contractor Diligence Affidavit (*this Affidavit*) and submitted to the procurement professional overseeing the acquisition process. The vendor/contractor attests to providing all the above information, as applicable, to the County.

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

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative:

Title of Bidder's/Proposer's Authorized Representative:

Signature of Bidder's/Proposer's Authorized Representative:

Date: