

# CONTRACT SPECIFICATIONS

DEPARTMENT OF TRANSPORTATION  
& PUBLIC WORKS  
FACILITIES MAINTENANCE DIVISION

## BID DOCUMENTS

REPLACEMENT OF EMERGENCY  
DOORS AT METRORAIL AND  
METROMOVER STATIONS

CONTRACT NO.: CICC 7360 PLAN

RPQ No.: TP-0000020837-R

RPQ ISSUE DATE: MARCH 5, 2026



RPQ NO.: TP-0000020837-R

## ELECTRONIC DOCUMENTS DISCLAIMER

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

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
BID DOCUMENTS  
REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER  
STATIONS

RPQ NO. TP-0000020837-R

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REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND  
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RPQ NO. TP-0000020837-R

INVITATION TO BID

**Department of Transportation and  
Public Works**

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



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

**Contract No:** MCC 7360 Plan

**RPQ No:** TP-0000020837-R

**INVITATION TO BID**

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Clerk of the Board Office at 111 NW 1st Street, 17th floor, Miami Fl. 33128 no later than 4/15/2026 at 02:00 PM. If you have any questions, contact LAURA HERNANDEZ at (305) 375-2669.

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:	4/15/2026	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes		
Estimated Value:	\$1,392,760	(excluding Contingencies and Dedicated Allowances)					
Project Name:	Replacement of Emergency Doors at Metrorail and Metromover Stations						
Project Location:	Metrorail and Metromover Stations						
License Requirements:	Primary:	General Building Contractor; General Engineering; Door					
	Sub:	Door					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work).                  The work includes but is not limited to the following:                  This project involves removing and install seventy-one (71) new fire-rated three-hour (3-hour) stainless steel doors, frames, and hinges, including all necessary hardware listed. Door, frame, and hardware must have the same three-hour fire-resistance rating. The contractor is responsible for ordering the new door with the same lock configuration as the existing door. The contractor is responsible for obtaining the permit from the Miami-Dade Building Department. Sixty-six (66) single doors and five (05) double doors need to be replaced, for a total of seventy-one (71) doors. All doors shall be 7 feet (84 inches) tall and match the existing door width. A stainless-steel transom will be installed above the doors to close the opening completely. The doors must have NOAs and be approved under the Florida Building Code. The contractor is responsible for measuring each Metro Rail and Metro Mover station door that will be replaced. Contractors who choose not to attend the site visit will not be excused from any information or details visibly apparent or discussed during the visit. It is the contractor's responsibility to be aware of all relevant site conditions. Only saw tools will be used to remove existing doors and make cutouts.</p>						
Document Pickup:	Contact:	DTPW Capital Improvements Division	Phone No:	305-375-5309	Date:	3/5/2026	
	Location:	111 NW 1st. Street, Miami Florida 33128 Suite 1410					
Pre-Bid Meeting::	YES	Mandatory:	No	Date:	3/19/2025	Time:	10:00 AM
	Location:	Virtual-See notes below					
Site Meeting:	YES	Mandatory:	YES	Date:	3/17/2026	Time:	10:00 AM
	Location:	See notes below					
Bid shall be submitted to:	Contact:	Clerk of the Board Office					
	Address:	111 NW 1st Street, 17th floor, Miami Fl. 33128					
	Email:	clerk.board@miamidadeclerk.gov	FAX # :	305-375-2931			
Type of Contract:	Multiple Trade			Method of Award:	Lowest Responsible Bidder		
Method of Payment:	Scheduled Monthly Payments			Insurance Required:	YES		
Additional Insurance Required:	YES		If Yes - Minimum Coverage:	\$1,000,000.00			
Performance & Payment Bond Required:	YES			Bid Bond Required:	YES		
Davis Bacon:	YES	Maintenance Wages:	NO	AIPP:	NO	Amount:	
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:	\$1,609.00	
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:	YES
Anticipated Start Date:	7/8/2026		Calendar Days for Project Completion:	720	

Comments:	<p>This project is subject to the requirements of the Federal Transportation (FTA) and all the following requirements should apply inclusive of, but not limited to, Civil Right Act, Buy America, Davis Bacon Wage, and all other requirements included under Appendix C of the Supplementary Conditions.</p> <p>Disadvantage Business Enterprise (DBE) Effective October 3, 2025, the U.S. Department of Transportation (USDOT) issued an Interim Final Rule (IFR), suspending all DBE and ACDBE goals in solicitations until further notice.</p> <p>LOCATION OF WORK: 1. Along Metrorail and Metromover Stations</p> <p>LICENSE REQUIREMENTS: 1. Certificate of Competency from the State of Florida General Contractor, State of Florida Building Contractor, Miami-Dade County General Contractor, Miami-Dade County Building Contractor, and Miami-Dade Construction Trades Qualifying Board (CTQB) Door Contractor (which may be a subcontractor) or, 2. Miami-Dade Construction Trades Qualifying Board (CTQB) Door Contractor (proposing as sole contractor) All bidders must ensure they comply with the necessary licensing requirements to perform the Scope of Work.</p> <p>EXPERIENCE: To ensure accuracy and functionality, the County desires bidders have verifiable experience installing commercial metal doors. This is crucial to guaranteeing a safe and reliable installation of the doors that meets industry standards and complies with the current Florida Building Code. The work must also comply with the Standard for Fire Doors and Other Operating Opening Protections outlined in NFPA 80, which is required for three (3) hour fire doors. Any deviation could compromise the safety and functionality of the doors.</p> <p>1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the project's Scope of Work. If the bidder must subcontract the work, it must subcontract a door contractor with verifiable experience, qualifications, and insurance. Demonstrate the experience requirement by:</p> <p>a. Bidders provide as part of their bid a detailed description of at least three (3) projects they have completed in the last five (5) years, like the Project's Scope of Work described in these Bidding Documents and in which identified personnel of the Bidder are currently involved. List and describe the projects and indicate whether the work was performed for the County, other government clients, or private entities. The description must identify each project as follows:</p> <ol style="list-style-type: none"> <li>1. The identified personnel and their assigned role and responsibilities for the listed project.</li> <li>2. The client's name and address, including a contact person, email, and phone number for reference.</li> <li>3. Description of work.</li> <li>4. Total dollar value of the contract.</li> <li>5. Contract duration.</li> <li>6. Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor.</li> <li>7. For completed projects, provide final acceptance certification letters or similar project closure documentation issued by the client and available performance evaluations from the Contractor.</li> </ol> <p>b. The County reserves the right to request additional information and contact the listed people regarding the bidder's experience.</p> <p><b>INDEMNIFICATION AND INSURANCE REQUIREMENTS</b> The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been</p>
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obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

#### BID DOCUMENTS:

Bidding documents may be obtained from the Miami-Dade County Department of Transportation and Public Works, Capital Improvements Division, located at 111 NW 1st Street, 14th Floor, Miami, Florida 33128, for a non-refundable fee of fifteen dollars (\$15.00) per USB drive. Payment must be made by company check, cashier's check, or money order payable to "Miami-Dade County, Department of Transportation and Public Works."

Alternatively, bidding documents are available for free download at:

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

#### ADDENDUMS - RFI'S

All RFI requests should be e-mailed to [Laura.Hernandez@miamidade.gov](mailto:Laura.Hernandez@miamidade.gov) while copying the Clerk of the Board ([clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov)).

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

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

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

#### VENDOR REGISTRATION:

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

#### PRE- BID & BID SUBMITTAL DUE DATE:

Pre-Bid Meeting Conference Time & Location:

Conference date and time: Thursday, March 19, 2026, 10:00 AM.

Virtual Meeting: Phone Number to Call: +1 786-628-2782

Phone Conference ID: 221 603 125#

Site Visit Meeting: The Department of Transportation and Public Works (DTPW) has scheduled a mandatory Site Visit Meeting for Metro Mover stations and Metrorail stations. The site visit(s) are mandatory and is strongly recommended that all interested contractors attend the site visit to gain a comprehensive understanding of the project scope and conditions. Contractors who choose not to attend the site visit will not be excused from any information or details that are visibly apparent or discussed during the visit. It is the responsibility of the contractor to be aware of all relevant site conditions (see below schedule).

Site Visit Meeting Date, Time, and Location: The Department of Transportation and Public Works (DTPW) has scheduled a Site Visit Meeting. The meeting will take place on March, Tuesday 17, 2026, at 10:00 am. The place to start the site visits is in the Government Center, Mezzanine Level, at 138 NW 3rd Street.

The Site Visit Meeting will take place at the following locations:

- 1) Adrienne Arsht Center. 1455 Biscayne Boulevard.
- 2) Miami World Center Station, formerly Park West. 800 NE 2ND Avenue.
- 3) Government Center. 138 NW 3rd Street.
- 4) Riverwalk. 88 SE 4th Street.
- 5) Fifth Street. 35 SE 5th Street.

- 6) Brickell. 1001 SW 1st Avenue.
- 7) Coconut Groove. 2780 SW 27th Avenue.

If the bidder does not arrive on time for the Site Visit and Pre-Bid meetings, they will not be permitted to attend.

Contractors must RSVP in writing to Antonio.Chahine@miamidade.gov, copying Laura.Hernandez@miamidade.gov and clerkbcc@miamidade.gov, by the Close of Business on March, Friday 13, 2026.

Metro Mover and Metro Rail stations map are available to view at the following address:  
<https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations>

Additional Site Visit Meetings may be scheduled based on the number of RSVPs received. If additional site visit meetings are scheduled, DTPW will notify the Contractors in writing advising of which day and time they will be scheduled.

Bid Due Date, Opening Time & Location:

Bid Submittal Time and Location: Wednesday, April 15, 2026, 2:00 PM, at 111 NW 1st Street, 17th Floor, Clerk of the Board Office.

Bid Opening immediately after in the 18 Floor.

The project is Federally Funded SPD department will process it as "No measure" (no SBE measure).

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND

METROMOVER STATIONS

RPQ NO. TP-0000020837-R

FORMS FOR BIDDING

RPQ Bid Form - Attachment 5A.

Bid Form

Acknowledgment of Addenda

Bid Submittal Checklist Questionnaire Appendix "D"

Minimum Qualifications and Requirements

Scrutinized Company Affidavit

Non-Collusion Affidavit

Firm's Responsibility Combined Affidavit

Due Diligence Affidavit

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

Bids are to be submitted sealed with all necessary affidavits and supporting documentation attached. Bids are to be delivered to the Clerk of the Board at 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Miami, Florida, 33128. **All envelopes must be stamped at the reception desk with the date and time. Failure to submit with your bid the forms stipulated above may render the bid non-responsive.**

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

RPQ NO. TP-0000020837-R

RPQ BID FORM - ATTACHMENT 5A

Department of  
Transportation and Public  
Works  
701 NW 1st CT  
Miami, FL 33136



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)  
Contract No: MCC 7360 Plan - CICC  
7360-0/08 RPQ No: TP-0000020837-R

**RPQ BID FORM – ATTACHMENT 5A**

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**RPQ Project Name:** Replacement of Emergency Doors at Metrorail and Metromover Stations.

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

\$

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**Bidder's Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

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

**Name of Person Submitting Quote (Print):** \_\_\_\_\_

**Number of Addendums received:** \_\_\_\_\_ (if none' write "None")

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Note:** Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7040 Plan.*

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND

METROMOVER STATIONS

RPQ NO. TP-0000020837-R

BID FORM

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
BID DOCUMENTS  
REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

RPQ NO. TP-00000020837-R

To: Miami-Dade County

Bid Opening Date: \_\_\_\_\_

\_\_\_\_\_  
Board of County Commissioners

Bid Opening Time: \_\_\_\_\_

\_\_\_\_\_  
Miami, Florida

Local Time

Gentlemen:

We \_\_\_\_\_

Bidder's Name

have received, have examined and are familiar with the Contract Documents bearing the title **REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS- RPQ NO. TP-00000020837**, the forms for the Submittal of Bids and have included the cost of their provisions, in our Bid. We have examined, are familiar with, and do accept the conditions of the Work site and other conditions affecting the Work.

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

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

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

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

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

**PROJECT NAME: REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS**

PROJECT RPQ No.: TP00000020837-R

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

Item No.	Division of Work:	Unit	Quantity	Total Price
1	Stainless Steel Emergency Single Doors (Metrorail Stations)	LS	29	\$
2	Stainless Steel Emergency Double Doors (Metrorail Stations)	LS	1	\$
3	Stainless Steel Single Doors (Metromover Stations)	LS	37	
4	Stainless Steel Double Door (Metromover Stations)	LS	4	
5	Permits	LS	1	

**BASE BID TOTAL**      \$ \_\_\_\_\_

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

**A TEN PERCENT (10%) CONTINGENCY ALLOWANCE AND OTHER DEDICATED ALLOWANCES AS REQUIRED WILL BE ADDED TO THE BASE BID TOTAL AS STIPULATED IN THE SPECIAL PROVISIONS.**

**A. CONVICTION DISCLOSURE:**

Pursuant to Section 2-8.6 of the Code of Miami-Dade County, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid submittal.

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

PROJECT RPQ No.: TP0000020837-R

**B. WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:**

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Bid will be available for public inspection after opening of bids and may be considered by the County in public.

**By submitting a bid pursuant to this solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this solicitation which the Bidder considers to be a trade secret, proprietary or confidential.** In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

LICENSE NO. \_\_\_\_\_ BIDDER'S NAME \_\_\_\_\_  
\_\_\_\_\_

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

BIDDER'S FEIN NUMBER \_\_\_\_\_ BIDDER'S SIGNATURE \_\_\_\_\_  
\_\_\_\_\_

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

THE BIDDER'S PRICE SHALL BE ALL-INCLUSIVE AND SHALL COVER ALL LABOR, MATERIALS, EQUIPMENT, SUPERVISION, COORDINATION, TESTING, COMMISSIONING, AND INCIDENTALS NECESSARY TO FURNISH AND INSTALL THE EMERGENCY DOOR IMPROVEMENTS IN COMPLETE COMPLIANCE WITH THE CONTRACT DOCUMENTS AND APPLICABLE CODES AND SAFETY REQUIREMENTS. THE BID PRICE SHALL INCLUDE ALL WORK REASONABLY INFERABLE FROM THE CONTRACT DOCUMENTS AS REQUIRED TO PROVIDE A COMPLETE, SAFE, AND FULLY OPERATIONAL INSTALLATION. NO ADDITIONAL COMPENSATION SHALL BE PERMITTED FOR WORK NECESSARY TO ACHIVE A COMPLETE AND FUNCTIONAL SYSTEM, WETHER OR NOT SUCH WORK IS SPECIFICALLY ITEMIZED IN THE BID FORM.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

RPQ NO. TP-0000020837-R

ADDENDUM ACKNOWLEDGEMENT FORM  
(IF APPLICABLE/ SIGNED BY CONTRACTOR)

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

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PROJECT: Replacement of Emergency Doors at Metrorail and Metromover Stations  
Project No. TP-0000020837-R

**ACKNOWLEDGEMENT OF ADDENDA**

(Must be completed and submitted with required solicitation documents)

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

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

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

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**PART II:**

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

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

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

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

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS

RPQ NO. TP-0000020837-R

BID SUBMITTAL CHECK LIST QUESTIONNAIRE

APPENDIX "D"

# QUESTIONNAIRE

## Appendix D



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

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

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS

RPQ NO.

TP-0000020837-R

MINIMUM QUALIFICATIONS & REQUIREMENTS

#### LICENSE REQUIREMENT:

-Certificate of Competency from the State of Florida General Contractor, State of Florida Building Contractor, Miami-Dade County General Contractor, Miami-Dade County Building Contractor, and Miami-Dade Construction Trades Qualifying Board (CTQB) Door Contractor (which may be a subcontractor) or,

-Miami-Dade Construction Trades Qualifying Board (CTQB) Door Contractor (proposing as sole contractor)

All bidders must ensure they comply with the necessary licensing requirements to perform the Scope of Work.

#### EXPERIENCE REQUIREMENT:

To ensure accuracy and functionality, the County desires bidders have verifiable experience installing commercial metal doors. This is crucial to guaranteeing a safe and reliable installation of the doors that meets industry standards and complies with the current Florida Building Code. The work must also comply with the Standard for Fire Doors and Other Operating Opening Protections outlined in NFPA 80, which is required for three (3) hour fire doors. Any deviation could compromise the safety and functionality of the doors.

1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the project's Scope of Work. If the bidder must subcontract the work, it must subcontract a door contractor with verifiable experience, qualifications, and insurance. Demonstrate the experience requirement by:

a. Bidders provide as part of their bid a detailed description of at least three (3) projects they have completed in the last five (5) years, like the Project's Scope of Work described in these Bidding Documents and in which identified personnel of the Bidder are currently involved. List and describe the projects and indicate whether the work was performed for the County, other government clients, or private entities. The description must identify each project as follows:

1. The identified personnel and their assigned role and responsibilities for the listed project.
2. The client's name and address, including a contact person, email, and phone number for reference.
3. Description of work.
4. Total dollar value of the contract.
5. Contract duration.
6. Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor.
7. For completed projects, provide final acceptance certification letters or similar project closure documentation issued by the client and available performance evaluations from the Contractor.

b. The County reserves the right to request additional information and contact the listed people regarding the bidder's experience.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS BID

DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND  
METROMOVER STATIONS

PROJECT No. TP-0000020837-R

SCRUTINIZED COMPANIES AFFIDAVIT

By executing the Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists Affidavit through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification, the bidder shall execute the Affidavit through a duly authorized representative. In such event, the bidder shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any Contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been, or is subsequently during the term of the Contract, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

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

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

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

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

(CORPORATE SEAL)

**CONTRACTOR**

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

**ATTEST:**

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

RPQ NO. TP-0000020837-R

NON-COLLUSION AFFIDAVIT



**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER  
STATIONS

RPQ NO. TP-0000020837-R

FIRM'S RESPONSIBILITY COMBINED AFFIDAVIT

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

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

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

**GENERAL**

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

**OWNERSHIP DISCLOSURE**

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

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

**EMPLOYMENT DISCLOSURE**

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

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

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

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

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

**EMPLOYMENT DRUG FREE WORKPLACE**

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

**EMPLOYMENT FAMILY LEAVE**

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

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

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

### **ARREARS WITH THE COUNTY**

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

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

### **CODE OF BUSINESS ETHICS**

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

### **NO CRIMINAL RECORD**

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

### **PUBLIC ENTITY CRIME**

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

Combined Affidavit Initial

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**DEBARMENT AND SUSPENSION DISCLOSURE**

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

**NON -DISCRIMINATION BASED ON DISABILITY**

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

**FAIR SUBCONTRACTING**

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

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

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

Combined Affidavit Initial

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**CLEARINGHOUSE AFFIDAVIT**

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

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

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

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

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

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

My Commission expires:

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

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

RPQ NO. TP-0000020837-R

DUE DILIGENCE AFFIDAVIT

Miami-Dade County

Contractor Due Diligence Affidavit

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

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

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

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

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

Notary Public Information

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

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

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

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

Signature of Notary Public \_\_\_\_\_ Serial Number \_\_\_\_\_

Print or Stamp of Notary Public \_\_\_\_\_ Expiration Date \_\_\_\_\_ Notary Public Seal \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS

RPQ NO. TP-0000020837-R

CONTRACT FORMS

DPM Requirement – Affirmation of Vendor Affidavits

Job Clearinghouse Form

Fair Subcontracting Practices

E-Verify Affidavit

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

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FINANCIAL DOCUMENTATION

As a condition of award, the Contractor be required to provide documentation that affirm its financial capacity to perform the work (i.e., Tax Returns, Financial Statements, Profit-and-Loss Statements, Cash Flow Statements, etc.).

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS BID

DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

PROJECT NO. TP-0000020837-R

DEPARTMENT OF PROCUREMENT MANAGEMENT (DPM)

AFFIRMATION OF VENDOR AFFIDAVITS

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



# New Vendor Registration and Bid/Proposal Contract Language

## 1.1. DEFINITIONS FOR VENDOR REGISTRATION

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

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

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

**County** – shall refer to Miami-Dade County, Florida

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

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

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

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

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

## 1.2. INSTRUCTIONS TO BIDDERS

### A. Bidder Qualification

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

### B. Vendor Registration

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

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

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

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)

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

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

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

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

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

14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.

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

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

16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.

17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

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

### C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

PROJECT NO. TP-0000020837-R

SBD JOB CLEARINGHOUSE AFFIDAVIT

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

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



*Delivering Excellence Every Day*

**JOB CLEARINGHOUSE AFFIDAVIT**  
**Notice of Construction Job Opportunities**

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

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

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

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

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

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

Sworn to and subscribed before me this

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

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

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

Personally Known

Produced ID

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

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

PROJECT NO. TP-0000020837-R

FAIR SUBCONTRACTING PRACTICES

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



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

PROJECT NO. TP-000020837-R

E-VERIFY AFFIDAVIT

# Miami-Dade County

## E-Verify Affidavit

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

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

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

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

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

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

### Notary Public Information

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

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

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

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

_____	_____
Signature of Notary Public	Serial Number
_____	_____
Print or Stamp of Notary Public	Expiration Date
_____	_____
	Notary Public Seal

## **SECTION 3: INSTRUCTIONS TO BIDDERS**

# SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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## 1. SUPPLEMENTAL BIDDING REQUIREMENTS

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### 1.01 BID FORMS

#### A. Estimated Quantities.

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

#### B. Preparation of Proposal.

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

#### C. Rejection of Irregular Proposals.

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

#### D. Pay Items.

1. Any work not specifically mentioned in the pay items listed in the Proposal, but indicated on the plans and/or specifications, shall be considered as incidental to one or more of the pay items,

and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

## 1.02 BID SECURITY

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

## 1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

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

1.04 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

- A. This Article does not apply for this Project.

1.05 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. Effective October 3, 2025, the U.S. Department of Transportation (USDOT) issued an Interim Final Rule (IFR), suspending all DBE and ACDBE goals in solicitations until further notice.

SITE INVESTIGATION

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

1.06 CONTRACTOR QUALIFICATION REQUIREMENTS

- A. Certificate of Competency Requirement:
  - 1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
    - a. Certificate of Competency from the County's Construction Trades Qualifying Board as a General Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include Door Engineering Contractor or,
    - b. Certificate of Competency from the County's Construction Trades Qualifying Board as Door Contractor

- c. All bidders must ensure to comply with the necessary licensing regulations to perform the work outlined in the project specifications.

B. Experience Requirement:

- a. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform Project's Scope of Work. To ensure accuracy and functionality, Bidders are required to have experience of professional door installers. This is crucial to guarantee a safe and reliable installation of the doors that meets industry standards and complies with the current FBC, as any deviation could compromise the safety and functionality of the doors. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:
  - b. Providing a detailed description of all projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
    - 1) The identified personnel and their assigned role and responsibilities for the listed project
    - 2) The client name and address including a contact person and phone number for reference
    - 3) Description of work
    - 4) Total dollar value of the contract
    - 5) Contract duration
    - 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
    - 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations; or
- 2. The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

1.07 JOB ORDER CONTRACTING

- A. Job Order Contracting under CICC 7360-0/08 does not apply for this contract.

1.08 AWARD OF CONTRACT

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

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

#### 1.09 PAYMENT AND PERFORMANCE BONDS

- A. Unless otherwise exempted herein, the successful bidder must submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.
- B. Exemption. For contracts of \$200,000.00 or less for Community Small Business Enterprise (CSBE) work as either the (i) prime contractor directly contracting with a County department, or (ii) subcontractor of a prime contractor, there shall be no requirement for the CSBE firm entering into said contract or subcontract to execute and deliver a payment and performance bond as a condition of executing such contract or subcontract, or performing the work, unless pre-approved by Small Business Development.

A. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

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

<u>Bond Amount (\$)</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, F.S. shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
  - a. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
  - b. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;
  - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
3. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
4. For contracts in excess of \$500,000 the provision of Subarticle 2 above will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

B. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.

C. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.

- D. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.
- E. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.
- F. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.
- G. In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.10 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

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

- A. Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
- B. Contractor shall furnish to the Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
  - 1. Worker's compensation insurance for all employees as required by Florida Statute 440.
  - 2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
  - 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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:

4. 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

5. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

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

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET, SUITE 2340, MIAMI, FL 33128

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

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

### SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 20 \_\_\_\_, between Principal and Miami-Dade County for the construction of \_\_\_\_\_ Project No. \_\_\_\_\_ (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.
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties.

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 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\_\_.

**SAMPLE ONLY**

CONTRACTOR

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

BY:

\_\_\_\_\_  
(President) (Managing Partner or Joint Venture)

(SEAL)

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS STATION

RPQ NO. TP-0000020837 -R

SUPPLEMENTARY CONDITIONS

**SUPPLEMENTARY CONDITIONS**  
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APPENDIX TO THE SUPPLEMENTARY CONDITIONS

Appendix A: Davis Bacon Wages

Appendix B: Small Business Division, Project Worksheet

Appendix C: Federal Requirements for FTA

Appendix D: (OSHA) Form 300, 300A and 301

## 1. SUPPLEMENTARY CONDITIONS

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### 1.01 MISCELLANEOUS CONSTRUCTION CONTRACT (7360 PLAN)

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

### 1.02 APPLICABLE WAGE RATES

- A. Amend Paragraph 2.18 of the CICC 7360-0/08 Miscellaneous Construction Contract with the following:
1. The overall per hour rate shall be the rate of wages (including fringes) to be paid under the requirements of the Davis-Bacon Act as determined by the U.S. Department of Labor under the Davis-Bacon Act on project contracts. The listed Davis Bacon Wage Rate listed below is applicable to this contract, and/or any modification up to ten (10) days prior to the opening of the bids.
  2. The applicable U.S. Department of Labor (DOL) Davis Bacon Wage Determination, Construction Type: Building, is **FL20260215 01/02/2026**, and is provided as Appendix A to these Supplementary Conditions, subject to modification pursuant to 29 CFR 1.6. A copy of the Davis-Bacon Wage Determination for the work can also be obtained from the DOL website at <http://www.wdol.gov/dba.aspx>. Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. For the submittal of additional Davis Bacon wage classification requests please refer to the Florida Department of Transportation "Classification Request Manager" at the following link: <http://www.dot.state.fl.us/construction/Wage.shtm>.
  3. Certified payrolls submitted must contain all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i) except that full social security numbers and home addresses must not be included. An individual identifying number for each employee (e.g. last four digits of social security number) may be used. Unless a specific form is required by the Contract Documents pursuant to funding source requirements, a general form to submit certified weekly payrolls for contracts subject to the Davis-Bacon and related Acts may be obtained at the DOL website at <http://www.dol.gov/whd/forms/wh347.pdf>. Instructions for completing the payroll form are available at <http://www.dol.gov/whd/forms/wh347instr.htm>.

### 1.03 CONTINGENCY ALLOWANCE FOR TIME

- A. The subject contract is federally funded, therefore there is not contingency allowance for time under this project. Any additional time requires justification as required by 23 CFR635 and must be approved by FDOT.

1.04 WEATHER DELAYS

A. Schedule of Anticipated Weather Delay Days

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

Schedule of Anticipated Weather Delay Days												
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	3	4	4	4	7	12	11	13	13	8	4	4

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

B. Extension of Contract Time for Adverse Weather Days In Excess of the Standard Baseline

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

C. Contractor Documentation and Submittals

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

#### 1.05 ADDITIONAL REQUIREMENTS

- A. 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 Article in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.
- B. Miami-Dade County (MDC), a recipient of funds for the construction of highways and bridges, is required to ensure EEO contract compliance on all highway construction projects. Contractors who participate on MDC federally funded contracts in whole or in part are required to comply with certain Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), On-the-Job Training (OJT) and Wage Rate Special Provisions to be eligible for participation.
- C. When required by the contract documents the Contractor will make use of FDOT Material Testing Facilities, for material certifications and will comply with the submittal requirements of the Materials Acceptance and Certification System (MAC). See MAC below for more information.

#### 1.06 LAWS & REGULATIONS

- A. Contractor to follow all laws and regulations necessary to be in compliance with FDOT regulations.
  1. 23 CFR 230: Prescribes the policies, procedures, and guidance for equal opportunity on federal construction contracts.
  2. 23 CFR 230.111: Prescribes State agency requirements for an On-the-Job Training program for all Federal Aid Highway construction contracts. Other regulations governing State compliance programs include: Title VI of the Civil Rights Act of 1964, Federal Aid Required Contract Provisions, the Davis Bacon Act, the Copeland Act and the Contract Work Hours and Safety Standards Act., FHWA-1273, 23 CFR Part 230 and 49 CFR Part 26 authorize FDOT to take sanctions for the condition and state of noncompliance.
  3. 23 CFR 140: Prescribes the policies, procedures, and guidance to develop, conduct, and administer supportive services assistance programs for minority, disadvantaged, and women business enterprises.
  4. 28 CFR 35: Prohibits discrimination on the basis of disability by public entities.

5. 29 CFR 1630: Regulates implementation of the Equal Employment provisions of ADA.
6. 29 CFR, Part 3 (Copeland "Anti-Kickback" Law): Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2,000 shall comply with the provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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"). The Act provides that each contractor or subcontractor shall 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 (s) he is otherwise entitled.
7. 40 USC 3141-4147 (Davis-Bacon Act of 1931 and as amended) Under the provisions of this Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates which can be found in a document named "General Decision Number".
8. 41 CFR 60: The purpose of the regulations in this part is to achieve the aims of Parts II, III, and IV of Executive Order 11246 for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts. This legislation bans discrimination and requires contractors and subcontractors to take affirmative action to ensure that all individuals have an equal opportunity for employment. Contractor must comply with all the requirements of Presidential Executive Order 11246. Executive order can be found under Appendix C of these Supplementary Conditions and are being made part of these Contract Documents.
9. 41 CFR 60.1: Clarifies the existing requirement that a nonexempt construction contractor's total construction workforce is covered under 41 CFR 60 even though some employees may perform work on or nonfederal assisted contracts.
10. 40 USC Chapter 37, Sections 3701-3708 (Contract Work Hours and Safety Standards Act): Where applicable, all contracts awarded in excess of \$2,000 for construction contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Subparts 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Subsection 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Subpart 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous.
11. 42 USC 12101: Regulates Equal Opportunity for individuals with disabilities.
12. 49 CFR 26: Regulates participation by Disadvantaged Business Enterprises.
13. Equal Pay Act of 1963: A law which requires equal pay between the sexes on jobs that is equal in skill, effort, and responsibility.
14. Equal Pay Act of 1976 (EPA): This legislation prohibits discrimination on account of sex in the payment of wages by employers engaged in commerce or in the production of goods for commerce.

15. Rehabilitation Act of 1973: Prohibits job discrimination because of disabilities and requires affirmative action to employ and advance in employment qualified individuals with disabilities who with reasonable accommodation can perform the essentials of a job.
16. Title I of the Americans with Disabilities Act (ADA) of 1990: Prohibits employment discrimination against qualified individuals with disabilities.
17. Title VI of the Civil Rights Act Of 1964: Prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal funding.
18. Title VII of the Civil Rights Act of 1964 (and as amended): Prohibits employment discrimination based on race, color, religion, sex and national origin.
19. Title VIII of the Civil Rights Act of 1964 (and as amended): The portion of the Civil Rights Act of 1968 (also known as the Fair Housing Act), as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale, lease, rental, advertising, financing, and brokerage services of housing and real property based on race, color, religion, sex, national origin, disability, or familial status.
20. Veteran's preferences are not allowed under this contract.
21. Proprietary/Sole Sourced Materials are not allowed under this contract.

#### 1.07 CONTRACTOR RESPONSIBILITIES

- A. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor. The contractor, subrecipient, subcontractor or rental agreement shall not discriminate on the basis of race, color, national origin, or sex in the performance of contracts.
- B. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- C. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the Required Contract Provisions. In the event a prime contractor defaults on a contract and their contract compliance data is incomplete or incorrect, the Resident Compliance Specialist will proceed with all noncompliance communications and actions such that the surety company and/or the successor contractor are fully aware of the conditions. A surety company is exempt from contract compliance reporting requirements but is responsible for ensuring that the successor contractor carries out the requirements.
- D. Authority of the U.S. Comptroller General.
  1. The U.S. Comptroller General and his representatives the authority:
  2. To examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

3. to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

E. Authority of the U.S. Inspector General.

1. The Inspector General or any representatives has the authority to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
2. County and the Contractor agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
  - a. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

F. Withholding payment for failure to comply with federal aid requirements.

1. The Department will withhold progress payments from the Contractor for failure to comply with the requirements of this Article.

G. Costs for Compliance with federal aid requirements

1. The costs for complying with federal aid requirements, including the cost of preparing and submitting Employment Reports, are incidental to the Contract. The Contractor shall include all related costs in the unit Bid prices of the Contract.

H. Certification of Inclusion of FHWA-1273. (Intentionally Deleted)

I. Exclusions

1. Contractor Purchased Equipment for State or Local Ownership pursuant to 23 CFR 140, 49 CFR Part 18, and 49 CFR Section 18.3; not allowed in this Contract.
2. Public Agencies in Competition with the Private Sector pursuant to 23 CFR 635.112 (e); not allowed in this Contract.
3. Publicly-Owned Equipment pursuant to the requirements of 23 CFR 635.106; not allowed in this Contract.
4. Salvage Credits pursuant to the requirements of 49 CFR 18.36; no salvage credit shall be provided.
5. State or Local Preference pursuant to the requirements of 23 CFR 635.117; not allowed in this Contract.
6. Foreign Contractor and Supplier Restriction pursuant to the requirements of 49 CFR 30; not allowed in this Contract.
7. State (Florida or other)-produced materials, 23 CFR 635.409 Preference programs mandating materials purchasing requirements or restrictions are not allowed under this contract

8. State/Local owned/Furnished/Designated materials, 23 CFR 635.407 Tax saving programs are not allowed under this contract.
9. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
10. Owner Force Account contracting pursuant to 23 CFR 635B under 635.205; not allowed in this Contract.
11. Veteran's preferences are not allowed under this contract.
12. Proprietary/Sole Sourced Materials are not allowed under this contract.
13. As stated on 23 CFR 635.127 and Section 1.2.7 of FDOT CPAM, Incentive/Disincentive Clauses, are not applicable to this contract.
14. As stated on 23 CFR 635.117, Indian Preference on Federal-Aid Projects, is not applicable to this contract.

J. Labor, Employment, and Convict Produced Materials

1. Labor and employment.

a. Pursuant to 23 CFR 635.417:

- 1) No construction work shall be performed by convict labor at the work site or within the limits of any Federal-aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the STD unless it is labor performed by convicts who are on parole, supervised release, or probation.
- 2) No procedures or requirement shall be imposed by any State which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of a Federal-aid project.
- 3) The selection of labor to be employed by the contractor on any Federal-aid project shall be by the contractor without regard to race, color, religion, sex, national origin, age, or handicap and in accordance with 23 CFR part 230, 41 CFR part 60 and Exec. Order No. 11246 (Sept. 24, 1965), 3 CFR 339 (1964-1965), as amended.
- 4) The advertisement or call for bids on any contract for the construction of a project located on the Federal-aid system either shall include the minimum wage rates determined by the Secretary of Labor to be prevailing on the same type of work on similar construction in the immediate locality or shall provide that such rates are set out in the bidding documents and shall further specify that such rates are a part of the contract covering the project.

1.08 TITLE VI ASSURANCE – DOT 1050.2A, APPENDIX A AND APPENDIX E.

A. Appendix A:

1. 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:

- a. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for subcontractors, 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 subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.
- d. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - 1) Withholding of payments to the Contractor under the Contract until the Contractor complies, or
  - 2) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration 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 supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Appendix E:

1. 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:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
  - b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
  - c. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
  - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
  - g. The Civil Rights Restoration Act of 1987 (PL 100-209), (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 programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h. Titles II and III of the Americans with Disabilities Act, which prohibits 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). 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. at 74087 to 74100);
  - l. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

1.09 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

- A. Considering the passing of HB 705, effective July 1, 2024, No SBD-CONST Contract Measure applies to this project.

1.10 FEDERAL TRANSPORTATION (FTA) REQUIREMENTS  
(SEE ATTACHED FTA CLAUSES UNDER APPENDIX C OF THE SUPPLEMENTARY  
CONDITIONS)

- A. This project is subject to the requirements of the Federal Transportation (FTA) and all the following requirements should apply inclusive of, but not limited to, Civil Right Act, DBE requirements, Buy America, Davis Bacon Wage, and all other requirements included under Appendix D of the Supplementary Conditions.

1.11 MATERIALS ACCEPTANCE AND CERTIFICATION SYSTEM (MAC)

- A. When required by the Contract Documents and as per request of the funding administrator, Contractor must comply with the reporting requirements of the MAC system.
- B. Contractor is required to create a non-standard Job Guide Schedule (JGS) in MAC for the materials being certified by the FDOT. Once created, the non-standard JGS assigns the appropriate materials for County projects that don't have pay items entered in the FDOT construction management database.
- C. When the County employs a consultant (CEI firm) for materials testing:
  - 1. The CEI firm will need MAC access to make for data entry and data review of verification, independent verification and resolution sample and test data entry.
  - 2. The CEI firm will need personnel assigned the MAC system role of Project Administrator to:
    - a. Review the JGS entries for correctness and completeness.
    - b. Accept or reject the Contractor QC Plan.
    - c. Finalize project samples.
    - d. Create comparison packages, if applicable.
    - e. Respond to Materials Certification Review findings.
    - f. Process Materials Acceptance Resolution (MAR) issues.
- D. When the County performs the CEI materials testing duties directly, the County personnel will need MAC system role of Project Administrator to complete all of the items listed above under C.2.
  - 1. Contact the local MAC District Application Coordinator for additional information if access and training is needed the Mac contact Information can be found at <http://www.fdot.gov/materials/administration/resources/contacts/mac.shtm>
  - 2. Training can be found here at FDOT, State Materials Office - MAC Development Training Information at the following link: <http://www.fdot.gov/materials/mac/training/index.shtm>
  - 3. Access instructions can be found at: <http://www.fdot.gov/materials/mac/access/index.shtm>
  - 4. County projects not requiring FDOT Materials Certification will not be processed in MAC. The MAC process is very complex and in many cases not applicable to local agency specific materials certification processes. For further information or clarification, please contact

Lorraine Moyle, State Local Program Administrator, FDOT, Office of Program Management, 605 Suwanee Street, M.S. 75; Tallahassee, FL 32399-0450. Phone (850) 414-4383. E-mail: Lorraine.moyle@dot.state.fl.us.

1.12 ON-THE-JOB TRAINING REQUIREMENTS

- A. Contractor to provide On-The-Job Training as part of the Contractor's equal employment opportunity affirmative action program aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Article.
- B. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Article into such subcontract.
- C. The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:
  - 1. Determine the number of trainees on Federal Aid Contract:
    - a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
    - b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17

Estimated Contract Amount	Trainees Required
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

- D. Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Article, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the FDOT's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the FDOT for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:
1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
  2. When there is a change in previously approved classifications;
  3. When replacement trainees are added due to voluntary or involuntary termination
- E. The revised schedule will be resubmitted to and approved by the FDOT's District Contract Compliance Manager.
- F. The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:
1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in

subsequent, applicable projects. A “banked” trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the FDOT's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
  3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
  4. Credit will be allowed for any training position indicated in the approved On The Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.
  5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.
- G. Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Article. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the FDOT District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the FDOT Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.
- H. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.
1. The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by FDOT. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to FDOT District Contract Compliance Office:
    - a. Trainee Enrollment and Personnel Action Form
    - b. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

- I. The County and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from FDOT prior to commencing work on the classifications covered by the program.
- J. A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Article for Federal Aid Projects; voluntary banking may be denied by FDOT if staff is not available to monitor compliance with the training criteria.
- K. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by FDOT District Contract Compliance Office.
- L. When approved in advance by FDOT District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of FDOT's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:
  - 1. Contributes to the cost of the training,
  - 2. Provides the instruction to the trainee,
  - 3. Pays the trainee's wages during the offsite training period.
- M. The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.
- N. The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training

classification at a time to completion before the trainee can be enrolled in another classification on the same project.

- O. The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.
- P. The Contractor shall submit to FDOT District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.
- Q. The Contractor shall furnish to FDOT District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.
- R. Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.
- S. The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.
- T. The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

#### 1.13 COMMUNITY WORKFORCE PROGRAM

- A. In accordance with Miami-Dade County Code §2-1701 and amended by Ordinance No. 13-66 the Community Workforce Program (CWP) does not apply for this Project.
- A. Due to the funding source of this contract, no procedures or requirement will be imposed by Miami-Dade County which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of this Federal-aid project in order to be in compliance with the use of Local Hiring Preferences as stated under 23 USC 112, 23 CFR 635.117(b), and Headquarters memorandum - "Local Hiring Preferences," April 20, 1994.

#### 1.14 CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES

- A. The subject project is federally funded; therefore Clearinghouse for Posting Notice of Job Opportunities is not applicable.

#### 1.15 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE

- A. The subject project is federally funded, therefore RFTE program is not applicable.

#### 1.16 EMPLOY MIAMI-DADE PROGRAM

- A. The subject project is federally funded, therefore Employ Miami-Dade program is not applicable.

#### 1.17 ACCEPTANCE TESTS

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

#### 1.18 CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT

- A. Extra Work shall result in an equitable adjustment (increase or decrease) to the applicable RPQ representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the RPQ schedule for performance for both the Extra Work and any other Work affected by the Extra Work.
- B. The County shall initiate the Extra Work procedure by a notice to Contractor outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the Contractor is required to immediately start the Extra Work. The Contractor is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor's ability to start within the allotted timeframe.
- C. The Contractor is required to provide the Project Manager with a detailed Change Order Proposal, if an Owner's Representative has been identified, which shall include requested revisions to the Contract, including but not limited to adjustments in the RPQ price and schedules for performance for the applicable RPQ. The change to the RPQ shall not exceed \$100,000 or 10% of original RPQ, whichever is less. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating reasonableness. In furtherance of this obligation, the County may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's Change Order Proposal. The Contractor's Change Order Proposal must include any schedule revisions and an explanation of the cost and schedule impact of the extra Work on the project. If the Contractor fails to notify the Project Manager of the schedule changes associated with a Notice of Proposed Change Order by submitting a revised schedule document, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences. The Contractor agrees the Change Order Proposal will in no event include a combined profit and home office overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Order Proposal may be accepted or modified by negotiations between the Contractor and the County. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing. The execution by the Contractor of the Extra Work order shall serve as a release of the County from all claims and liability to the Contractor relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the County relating to the Extra Work.

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

- A. This project is federally funded, therefore UAP does not apply for this project.

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

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

1.21 NONDISCRIMINATION

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

during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

## 1.22 CONTRACTOR DUE DILIGENCE AFFIDAVIT

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

## 1.23 CLAIMS

- A. Amend Paragraph 2.78 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:
- B. 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 Department, the happening of any event or occurrence, or any other cause, unless he shall have given the Project manager a written notice of claim therefore as specified in this article.
  - 2. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting

thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.

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

#### C. Claim Submittals

1. Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Department to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.
2. The Department will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Project manager, such further information and

details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.

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

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

8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

#### 1.24 DISPUTES

- A. Amend Paragraph 2.81 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:
  - B. Disputes
    1. The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Department to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the Department in the Special Provisions and, if utilized, shall supersede this dispute provision.
      - a. In the event the Contractor and the Department are unable to resolve their differences concerning any determination made by the Project Manager or Department on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or the Department may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
      - b. For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the OOM
      - c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and the Department to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited

to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

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

#### 1.25 EXTRA WORK

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

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

B. Allowable Costs for Extra Work

1. The following Subarticle replaces the following items: Article 2.83, Extra Work and Payment Therefore, of the Special Conditions of the MCC 7360 Plan:
2. The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:
  - a. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 1.25 B	
Item	Rate
FICA	Rate established by Law

FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to excess State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- 1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
  - 2) Actual Rate for items listed in Table 4-3.2.1,
  - 3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
  - 4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested. Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.
- b. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- c. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates

using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- 1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
  - 2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
  - 3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
  - 4) Standby Rate = Allowable Hourly Equipment Rate x 50%.
  - 5) The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.
  - 6) The County will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the County will pay for the time to perform this work at the rate for standby equipment.
  - 7) Equipment may include vehicles utilized only by Labor, as defined above.
- d. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:
- 1) Solely a mark-up of 17.5% on the payments in (a) through (c), above.
    - a) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.
    - b) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.
  - 2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where     A= Original Contract Amount  
            B= Original Contract Time  
            C= 8%  
            D= Average Overhead Per Day

- 3) Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.
- 4) No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.
- 5) Further, for (1) or (2) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

#### 1.26 WARRANTY OF CONSTRUCTION

- A. For a period of one year, except as provided below, from the date of Final Acceptance, the Contractor warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.
  1. Exception to the above year warranty:
    - a. Where the manufacturer of material provides a warranty in excess of one (1) year, the Contractor shall provide an assignment of warranty to the County with the manufacturer's written authorization. Contractors shall be obligated to provide to the County copies of all manufacturer's warranties and guarantees. Where the County specifies in an RPQ a warranty greater than one (1) year, such warranty will only be for the specified RPQ.
    - b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part of component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.
    - c. In the event the Contractor fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the Contractor under any contract between the County and the Contractor.

- d. As specified in the construction documents. All guarantees and warranties under the Contract are fully enforceable by the County acting in its own name.

1.27 CONFLICT OF INTEREST

- A. In addition to the requirements of Sec. 2-11.1. – Miami-Dade County Conflict of Interest and Code of Ethics Ordinance. (January 2016). The contractor must comply with the following requirement:
  - 1. f.) Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Miami-Dade County (the County) during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the County, the County, with prior approval of the FDOT, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the County relating to such contract, subcontract or arrangement.
  - 2. Contractor is required to insert the language below in all contracts entered into in connection with the Project and its subcontracts:
    - a. "No member, officer or employee of Miami Dade County during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
    - b. The provisions of this paragraph shall not be applicable to any agreement between the County and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS STATION

RPQ NO. TP-0000020837-R

APPENDIX A  
DAVIS BACON WAGES

"General Decision Number: FL20260215 01/02/2026

Superseded General Decision Number: FL20250215

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number 0 Publication Date 01/02/2026

ASBE0060-001 03/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.76	19.02

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CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

-----  
ELEV0071-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.85	38.435+a+b

FOOTNOTE:

a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit;

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

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ENGI0487-019 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.00	14.90

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ENGI0487-020 07/01/2023

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 32.75	14.90

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ENGI0487-023 07/01/2023

Rates Fringes

OPERATOR: Crane

All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

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ENGI0487-029 07/01/2023

	Rates	Fringes
OPERATOR: Forklift.....	\$ 26.75	14.90
OPERATOR: Mechanic.....	\$ 37.07	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

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IRON0272-001 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

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IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

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PLUM0519-001 10/01/2025

	Rates	Fringes
PLUMBER.....	\$ 32.98	14.49

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PLUM0725-001 07/16/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 43.38	16.70

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SFFL0821-004 07/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.03	24.00

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SHEE0032-001 08/12/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 29.10	14.68

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SUFL2014-024 08/16/2016

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall		

Hanging, Form Work, Metal Stud Installation.....	\$ 18.04	3.24
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06	0.70
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 29.60	9.38
IRONWORKER, REINFORCING.....	\$ 17.72	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 11.79	0.70
LABORER: Pipelayer.....	\$ 13.56	1.34
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00	2.82
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded.

If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

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DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS STATION

RPQ NO. TP-0000020837-R

APPENDIX B

SMALL BUSINESS DIVISION, PROJECT WORKSHEET

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL

AND METROMOVER STATION

RPQ NO.:TP-0000020837-R

APPENDIX C  
FEDERAL REQUIREMENTS FOR FTA

# **FEDERAL REQUIREMENTS AND PROVISIONS**

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The Contractor further agrees to comply with the following Federal requirements.

**FEDERAL REQUIREMENTS AND PROVISIONS**

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation. By reason of such participation, the Bidder (the terms "Bidder", "Proposer" and "Contractor" are used interchangeably) is required to agree to the following provisions:

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**1. No Federal Government Obligations to Third Parties (by Use of a Disclaimer)**

No Obligation by the Federal Government.

(1) The Purchaser Miami-Dade County (MDC) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**2. False Statements or Claims Civil and Criminal Fraud**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

**Applicability to Contracts**

These requirements are applicable to all contracts.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

**Flow Down**

FEDERAL PROVISIONS  
CONTRACT NO.: TP-20837-R

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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**3. Access to Third Party Contract Records**

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA

FEDERAL PROVISIONS  
CONTRACT NO.: TP-20837-R

Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States 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. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts. Requirements for Access to Records and Reports by Types of Contracts

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless non-competitive award		Yes, if non-competitive award or if funded thru 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes		Yes	Yes	Yes	Yes
b. Contracts >\$100,000/Capital Projects						

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#### **4. Changes to Federal Requirements**

49 CFR Part 18

##### Applicability to Contracts

The Federal Changes requirement applies to all contracts.

##### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-

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purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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**5. Termination**

49 U.S.C. Part 18

FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**Refer to Professional Service Agreement, Termination of Agreement Section for project specific requirements.**

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**6. Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction)**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

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Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

#### Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Civil Rights - The following requirements apply.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Equal Employment Opportunity. The Common Grant Rules require that third party construction contracts include provisions ensuring compliance with **DOL regulations**, “Office of Federal Contract Compliance Programs, **Equal Employment Opportunity, Department of Labor,**” **41 CFR Chapter 60**, which implement Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” October 13, 1967.

(4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(5) **Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.**

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### **7. Disadvantaged Business Enterprises (DBEs)**

49 CFR Part 26

**Not Applicable**

### **8. Incorporation of Federal Transit Administration (FTA) Terms**

#### Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

#### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

#### Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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## **9. Debarment and Suspension**

49 CFR Part 29

Executive Order 12549

### **Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Miami Dade Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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**Refer to MDC Ordinances No. 93-129, as amended by Ordinance No. 00-18 for project specific requirements**

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**10. Resolution of Dispute, Breaches or other litigation**

49 CFR Part 18  
FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Refer to Miami-Dade County Ordinance and Resolution for project specific requirements.**

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**11. Lobbying**

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that

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contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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## **12. Clean Air**

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

### **Applicability to Contracts**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

### **Flow Down**

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air - (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 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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## **13. Clean Water**

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## 33 U.S.C. 1251

### Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

### Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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## **14. Fly America** 49 U.S.C. §40118 41 CFR Part 301-10

### Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number.

Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent

such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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**15. Seismic Safety**  
42 U.S.C. 7701 et seq. 49  
CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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**16. Energy Conservation**  
42 U.S.C. 6321 et seq.  
49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

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.

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## **17. Americans with Disabilities (ADA) Access**

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

### **ADA ACCESS:**

In accordance with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Also, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section #504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.

**Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.**

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## **18. Patent Rights And Rights in Data & Copyrights**

37 CFR Part 401  
49 CFR Parts 18 and 19

### **Applicability to Contracts**

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

### **Applicability to Micro-Purchases**

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Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the

contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher

tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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### **19. Bid Protests**

CFR 49 PART 18

#### **PROTESTS, CHANGES AND MODIFICATIONS,**

#### **DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS**

The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims using good administrative practices and sound business judgment. The Federal Transit Administration (FTA) also encourages the recipient to use appropriate alternative dispute resolution procedures. Neither FTA nor the Common Grant Rules relieve the recipient of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.

### **Refer to Implementing Order 3-21 – Bid Protest Procedures for project specific requirements**

#### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

The Contractor further agrees to comply with the following Federal requirements.

#### **FEDERAL REQUIREMENTS AND PROVISIONS**

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This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation. By reason of such participation, the Bidder (the terms "Bidder", "Proposer" and "Contractor" are used interchangeably) is required to agree to the following provision:

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## **20. Conformance with ITS National Architecture**

### **Flow Down:**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

### **Purpose:**

This regulations provides policies and procedures for implementing section 520€ of the transportation Equity Act for the 21 st Century (TEA-21), public Law 105-178, 112 STA. 457, pertaining to conformance with the National Intelligent Transportation Systems Architecture and Standards.

### **Definitions:**

**Intelligent Transportation System (ITS)** means electronics, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system.

**ITS Project** means any project that in whole or in part funds the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture.

**Major ITS project** means any ITS project that implements part of a regional ITS initiative that is multi-jurisdictional, multi-modal, or otherwise affects regional integration of ITS systems.

**National ITS Architecture** (also “national architecture”) means a common framework for ITS interoperability. The National ITS Architecture comprises logical architecture and physical architecture which satisfy a defined set of user services. The National ITS Architecture is maintained by the United State Department of Transportation (DOT) and is available on the DOT web site at <http://www.its.dot.gov>.

Project level ITS architecture is a framework that identifies the institutional agreement and technical integration necessary to interface a major ITS project with other ITS projects and systems.

This Contract is in conformance to the Intelligent Transportation System (ITS) National Architecture requirement. The Federal Transit Administration National ITS Architecture consistency Policy for Transit

Projects provides a common framework for planning, defining, and integrating intelligent transportation systems. The component of the architecture that pertains to this contract is the Transit TCIP standard that was developed by the American Public Transportation Association (APTA), TCIP-S-001 4.0.0. The proposed Solution must comply with the Transit Communications Interface Profiles (TCIP) Standard Development Program. The TCIP is an American Public Transportation Association standard that provides a library of information exchange building blocks, to allow transit agencies and transit suppliers to create standardized tailored interfaces. Additional information on this standard is available at [www.aptatcip.com](http://www.aptatcip.com). The standards and protocols that apply for this solicitation are the APTA-TCIP; the latest version at the time of submittal applies.

### **Regional ITS Architecture:**

The regional ITS architecture shall include, at a minimum, the following:

1. A description of the region
2. Identification of participating agencies and other stakeholders
3. An operational concept that identifies the roles and responsibilities of participating agencies and stakeholders in the operation and implementation of the systems included in the regional ITS architecture
4. Any agreements (existing or new) required for operations, including at a minimum those affecting ITS project interoperability, utilization of ITS related standards, and the operation of the projects identified in the regional ITS architecture
5. System functional requirements
6. Interface requirements and information exchanges with planned and existing systems and subsystems (for example, subsystems and architecture flows as defined in the National ITS Architecture);
7. Identification of ITS standards supporting regional and national interoperability; and
8. The sequence of projects required for implementation

### **Implementation:**

1. All ITS projects funded with highway trust funds shall be based on a systems engineering analysis.
2. The analysis should be on a scale commensurate with the project scope.
3. The systems engineering analysis shall include, at a minimum:

Identification of portions of the regional ITS architecture being implemented (of if a regional ITS architecture does not exist, the applicable portions of the National ITS Architecture);

For more information on the aforementioned federal requirements please visit the following websites:

[http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants\\_financing\\_6195.html](http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html)

### **Submittal of Federal Affidavits**

The Bidder shall submit the following federal affidavits with the bid package:

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- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Lobbying Certification
- Statement for Loan Guarantees and Loan Insurance
- Disclosure of Lobbying Activities

**Failure of the Proposer to complete and submit the above mentioned forms with the bid package may render the bid non-responsive.**

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**21. Notice to FTA and U.S. DOT Inspector General of information related to fraud, waste, abuse, or other legal matters**

If a current or prospective legal matter that may affect the Federal Government emerges, the AGENCY and Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the AGENCY is located.

(1) The types of legal matters that require notification include, but are not limited to, major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The AGENCY must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the AGENCY is located, if the AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et. Seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participate of AGENCY. It also applies to subcontractor at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the AGENCY.

The Contractor must include this provision in all sub agreements at every tier.

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**22. Prohibition on certain telecommunications and video surveillance services or equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems 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.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

### **23. Seat Belt Use**

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

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### **24. Distracted Driving**

The CONTRACTOR agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:

- (1) The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.
- (2) The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) The CONTRACTOR agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third-party agreement related to this Contract.

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### **25. Special DOL EEO Clause for Construction Projects**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal

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Opportunity Construction Contract Specifications set forth under **41 CFR 60-4.3** and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a) The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b) The contractor will accept as his operating policy the following statement:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training
2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
  3. Dissemination of Policy: All members of the contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor’s EEO policy and contractual responsibilities to provide EEQ in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
    - a) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor’s EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
    - b) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor’s EEO obligations within thirty days following their reporting for duty with the contractor.
    - c) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor’s procedures for locating and hiring minority group employees.

- d) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b) In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c) The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the

contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

- d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on—the—job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b) Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c) The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of- three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a) The records kept by the contractor shall document the following:

- 1) The number of minority and non—minority group members and women employed in each work classification on the project;
  - 2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  - 3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - 4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non—minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

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## **26. Cargo Preference**

46 U.S.C. 1241

46 CFR Part 381

### Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in

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English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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## **27. Davis-Bacon Act**

**Refer to Davis Bacon General Decision Section**

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## **28. Contract Work Hours and Safety Standards Act**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

**Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/Affirmative Action Plan for project specific requirements.**

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## **29. Bonding**

### Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### Flow Down

Bonding requirements flow down to the first tier contractors.

**Refer to Bid Bond, Performance and Payment Bond for project specific requirements.**

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### **30. Procurement of Recovered Materials**

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **31. Domestic Preferences for Procurements**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

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### **32. Copeland "Anti-Kickback" Act**

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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"). The Act provides in part that Seller shall 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 it is otherwise entitled

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### **32. Veterans Employment Preference**

#### **A. Statutory Requirement**

Pursuant to 49 U.S.C. § 5325(k) and 5 U.S.C. § 2108, the Contractor shall provide a hiring preference to veterans, as defined under applicable federal law, in connection with the performance of this Contract.

For purposes of this Article, the term "veteran" shall have the meaning set forth in 5 U.S.C. § 2108, including disabled veterans and other eligible veterans as defined therein.

#### **B. Applicability**

This requirement applies to all employment positions generated as a result of this Contract, including positions filled by subcontractors at any tier, to the extent permitted by law.

#### **C. Implementation**

The Contractor shall:

1. Establish and maintain policies and procedures that provide a hiring preference to eligible veterans;

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2. Ensure that job postings and recruitment efforts include outreach to veteran-focused organizations, workforce agencies, and employment services;
3. Maintain documentation demonstrating good-faith efforts to comply with this requirement; and
4. Flow down this Article to all subcontractors performing work under this Contract.

#### **D. Non-Discrimination**

Nothing in this Article shall be construed to require the Contractor to hire an unqualified individual. All hiring decisions shall remain subject to the Contractor's determination that candidates meet the requisite qualifications, experience, and performance standards for the position.

#### **E. Records and Compliance**

The Contractor shall make records related to compliance with this Article available for review upon request by the Owner, the Federal Transit Administration (if applicable), or other authorized federal representatives.

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### Certification Regarding Debarment, Suspension and Other Responsibility Matters

#### Lower Tier Covered Transactions

(Third Party Contracts equal to or over \$25,000)

#### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, and Suspension.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or

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rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C. F. R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**MIAMI-DADE COUNTY  
BUY AMERICA  
CERTIFICATE OF COMPLIANCE**

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5.

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

The prospective contractor certifies, by submission of this bid, that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami-Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its 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 Federal department or 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P. L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (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.

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, (as amended by the Lobbying Disclosure Act of 1995). 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. [Note: Pursuant to 31 U.S.C. 1352(C)(1)-(2) (A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

FEDERAL PROVISIONS  
CONTRACT NO.: TP-20837-R

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States in insure or guarantee a loan, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

By \_\_\_\_\_ . He / She is personally known to me  
(Affiant)

or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

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

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

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

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

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

Notary Seal

(State) \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: <sup>4c</sup>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS STATION

RPQ NO. TP-0000020837 -R

APPENDIX D

(OSHA) FORM 300, 300A AND 301





# Summary of Work-Related Injuries and Illnesses

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

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
------------------------	--	--	--

(G) \_\_\_\_\_ (H) \_\_\_\_\_ (I) \_\_\_\_\_ (J) \_\_\_\_\_

## Number of Days

Total number of days away from work \_\_\_\_\_

Total number of days of job transfer or restriction \_\_\_\_\_

(K) \_\_\_\_\_ (L) \_\_\_\_\_

## Injury and Illness Types

Total number of . . . (M) \_\_\_\_\_

- (1) Injuries \_\_\_\_\_ (4) Poisonings \_\_\_\_\_
- (2) Skin disorders \_\_\_\_\_ (5) Hearing loss \_\_\_\_\_
- (3) Respiratory conditions \_\_\_\_\_ (6) All other illnesses \_\_\_\_\_

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

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

## Establishment information

Your establishment name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Industry description (e.g., *Manufacture of motor truck trailers*) \_\_\_\_\_

Standard Industrial Classification (SIC), if known (e.g., 3715) \_\_\_\_\_

OR \_\_\_\_\_

North American Industrial Classification (NAICS), if known (e.g., 336212) \_\_\_\_\_

**Employment information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees \_\_\_\_\_

Total hours worked by all employees last year \_\_\_\_\_

## Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive \_\_\_\_\_ Title \_\_\_\_\_  
( \_\_\_\_\_ ) / / \_\_\_\_\_  
Phone \_\_\_\_\_ Date \_\_\_\_\_

# OSHA's Form 301 Injury and Illness Incident Report

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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



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

Form approved OMB no. 1218-0176

## Information about the employee

- 1) Full name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_
- 3) Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_
- 4) Date hired \_\_\_\_/\_\_\_\_/\_\_\_\_
- 5)  Male  
 Female

## Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_  
 Facility \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_
- 7) If treatment was given away from the worksite, where was it given?  
 \_\_\_\_\_  
 \_\_\_\_\_
- 8) Was employee treated in an emergency room?  
 Yes  
 No

- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  
 No

## Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_/\_\_\_\_/\_\_\_\_ AM / PM
- 12) Time employee began work \_\_\_\_\_ AM / PM
- 13) Time of event \_\_\_\_\_ AM / PM  Check if time cannot be determined
- 14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
- 15) **What happened?** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
- 16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
- 17) **What object or substance directly harmed the employee?** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

- 18) **If the employee died, when did death occur?** Date of death \_\_\_\_/\_\_\_\_/\_\_\_\_

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS STATION

RPQ NO. TP-0000020837-R

SPECIAL PROVISIONS

## 1.0 SCOPE OF WORK:

Refer to Section 01 11 00 – Summary of Work. The Contractor is responsible for verifying all quantities to perform this work. Refer to the contract documents.

## 2.0 COMMUNITY WORKFORCE PROGRAM:

Community Workforce Program (CWP) goal is not applicable for this project. Additional information is available at the County's website at <http://www.miamidade.gov/business/contract-requirements.asp#0>.

## 3.0 LOCAL PREFERENCE:

The attention of the Contractor is hereby directed to the requirements of the Code of Miami-Dade County, Chapter 2, Article I, Section 2-8.5; **LOCAL PREFERENCE ORDINANCE**.

The award of this solicitation is subject to Section 2-8.5 of the County Code, which except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Code section, "local business" means the bidder has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

**"Pursuant to the general terms and conditions of the solicitation document, local preference is applicable to this solicitation. However, please be advised that the reciprocity agreement with Broward County expired September 30, 2017. Accordingly, local preference will only be afforded to a firm that meets the requirements for Miami-Dade County in any solicitation with a due date after September 30, 2017."**

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.

- A. If the Low bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
- B. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally-Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

Ties in best and final bid shall be resolved in the following order of priority: Locally-Headquartered Business, Local Business, other business.

#### **4.0 WARTIME VETERAN'S BUSINESS PREFERENCE PROGRAM:**

The attention of the Contractor is hereby directed to the requirements of the Wartime Veteran's Business Preference Program: Per Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Wartime Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent of the price bid. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price. However, if a Local Certified Service-Wartime Veteran Business Enterprise is the lowest bidder as a result of a Best and Final Bid (also known as a BAFO), then the price submitted as part of the Best and Final Bid shall be the contract price.

At the time of bid or proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

#### **5.0 ALLOWANCE ACCOUNTS:**

A. ***Contingency Allowance*** - A Contingency Allowance Account has been established for the exclusive use of the Department of Transportation and Public Works as a reserve account to cover unforeseeable and unavoidable costs associated with the Work. This Contingency Allowance account shall be calculated at ten percent (10%) of the base bid total for the Work. It is understood that any unspent portion of the contingency allowance account is to remain with the COUNTY.

#### **6.0 INSURANCE REQUIREMENTS:**

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

Contractor shall furnish to Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

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

- A. Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of the Contract.
- B. Contractor's qualification for inclusion in the Contract is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after notification. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the Contractor shall be verbally notified of such deficiency and shall not be placed in an active status until such time as a corrected certificate is submitted to the County. Contractors who are not or do not remain in compliance will be listed as inactive and will not remain inactive until all such defects are corrected. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status.
- C. The CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period including any and all option years that may be granted to the CONTRACTOR in accordance with Section 2.5 of the Special Conditions.

- D. If insurance certificates are scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall place the contractor in an inactive status until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation. Any Contractor placed in an inactive status shall lose their current position in the established rotation and will be placed at the back of the current rotation upon correction of the deficiency and return to active status. If the contractor has an open work order or project when the insurance expires, the contractor will be issued a stop work order and be required to correct the deficiency immediately. No additional time will be allowed as a result of the stop work order and liquidated damages will be assessed. If a Payment and Performance Bond is available on the work, the Bondholder will be notified and given the opportunity to complete the work assignment.
- E. The County may, at its sole discretion require additional or supplemental insurance. Such requirements will be stated in any RPQ issued requiring insurance in addition to the requirements stated above.

#### **7.0 PRE-BID MEETING:**

A Pre-Bid Meeting will be held as indicated in the Invitation to Bid (ITB)/Request for Price Quotation (RPQ). Please refer to the ITB/RPQ for instructions and additional information.

#### **8.0 CONTRACTOR USE OF PREMISES:**

- 8.1 The Contractor's use of the premises is limited to the limits of construction. The Contractor will coordinate all work with the Project Manager and perform work in a manner which allows continuous use of adjoining facilities by DTPW. The Contractor shall maintain safe access to all project areas at all times.
- 8.2 The Contractor shall remain flexible with respect to his work schedule and if the Contractor is delayed due to the non-availability of the project site, his sole remedy for delay shall be limited to a contract time extension only, with no consideration for additional compensation for lost productivity. This remedy for delay (time extension only, no additional compensation) shall also apply to inclement weather conditions.
- 8.3 The Contractor and his subcontractors shall obtain all necessary Permits and provide copies to the Project Manager prior to commencement of work. At the completion of the project, the Contractor shall provide to the Project Manager as-built drawings, all equipment owner's manuals and related documentation provided by the Manufacturers and a copy of the permit(s) with all required inspections signed off.

8.4 The Contractor shall clean the area after each work day. In addition, the contractor shall clean the area, remove materials and equipment that would create a potential hazard to pedestrians and DTPW operations personnel.

## **9.0 EQUIPMENT:**

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

## **10.0 INSPECTIONS/MATERIAL TESTING:**

A. **Inspections:** Daily inspections will be performed by the DTPW Representative. Inspections by the DTPW Representative shall not relieve the Contractor of his duties and obligations related to performance and/or quality of the Work.

The Contractor shall coordinate with the DTPW Representative the inspection of all pertinent work activities that may be deemed crucial to the completion of the Project. The pertinent work activities shall be defined by the DTPW Representative prior to installation. The Contractor will be responsible to schedule a meeting with the DTPW Representative to identify the pertinent work activities. Refer to technical specifications/notes provided in the project drawings. Installation Procedures recommended by manufacturer shall be submitted by the Contractor to the DTPW Representative. Contractor to comply with Technical Specifications/Notes provided on the Contract Drawings.

B. **Materials:** As specified in the Scope of Work and Project Schedule of Values.

## **11.0 MEASUREMENT AND PAYMENT:**

The Schedule of Values includes all costs required for the complete construction of the specified unit of work including cost of material, delivery; installation, testing, and labor including social security, insurance, and other required fringe benefits, workmen's compensation insurance, bond premiums, cost of the Inspector General random audits, rental of equipment and machinery, taxes, incidental expenses and supervision.

The Contractor shall be compensated based on percentage of work completed if a lump sum contract or by unit price quantities as agreed upon by the DTPW Representative. The Schedule of Values will be used for payment and negotiation of additions/deletions to scope. DTPW reserves the right to modify/adjust any of the unit item quantities at the same unit rate as specified on the Schedule of Values with no additional adjustment (compensation) for the reduction of work scope.

The Contractor shall comply with Resolution No. R-138-10, which mandates that SBE firms work be identified in the Schedule of Values, if applicable. In accordance with Resolution R-138-10, the Contractor is required as a condition subsequent to award and prior to the issuance of notice to proceed, that the scope of work to be performed by any SBE utilized to satisfy any SBE goal in the contract be separately identified in such schedule of values.

Payment requisitions for the scope of work of such SBE shall be accomplished by statements of completion of the work of the SBE and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the SBE for the previous construction draw.

**12.0 TIME OF WORK:**

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

**13.0 PRE-CONSTRUCTION MEETING:**

A Pre-Construction Meeting will be scheduled prior to the NTP date. The DTPW Representative may require the Contractor to submit at the time of the Pre-Construction meeting a Project Schedule, Detailed Schedule of Values, Maintenance of Traffic (MOT) Plan, Shop Drawing Submittal Log, Emergency Contact List, and List of Subcontractors.

**14.0 CONSTRUCTION COORDINATION MEETINGS:**

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

**15.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:**

TIME IS OF THE ESSENCE. The work to be performed under this Contract shall commence on the effective date of the Notice-to-Proceed and be completed and released to MDC upon completion of all punch list items within the time specified.

Completion of All Work: The Work must be Substantially Completed within 120 days after the date when the Contract Time commences to run, and all requirements of the Contract Documents completed to the Engineer's satisfaction, including the completion of all punch list items, delivery to the Engineer of all required deliverable, and completion of any remaining Site restoration; and be ready for final payment no later than 150 calendar days after NTP.

**16.0 LIQUIDATED DAMAGES:**

TIME IS OF THE ESSENCE and completing the work within the specified time is of the utmost importance to MDC. The following liquidated damages rate(s) have been determined based on the best information available at the time of bidding and represent a good faith effort by MDC to quantify the damages that MDC will incur if the contract duration is not achieved. Therefore, for failure to complete the work within the number of days stipulated in the Invitation to Bid, the Contractor and his/her sureties will be assessed Liquidated Damages as follows:

**Final Completion**

Liquidated Damages shall be assessed in the amount of \$1,609, per day for each day of delay, not as a penalty, but as Liquidated Damages for each day or fraction thereof of delay until the Final Completion Date is met, which will be paid to Miami-Dade County by the Contractor.

**17.0 METHOD OF AWARD:**

Award shall be made to the lowest responsive and responsible bidder. DTPW reserves the right to negotiate additional or deductive services related to this project with the low bidder. DTPW reserves the right to reject all bids if deemed in the best interest of Miami-Dade County.

**18.0 PERFORMANCE & PAYMENT BOND:**

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

**19.0 COLLUSION AFFIDAVIT:**

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

Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid/proposal bond.

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

**20.0 JOB CLEARINGHOUSE:**

The Contractor is required to comply with the requirements of Job Clearinghouse Code §2-1701 and Resolution No. R-1395-05 amending Resolution Nos. 1145-99 & 937-98, by making it a mandatory requirement for contractors to post notice through the County's Clearinghouse process of job opportunities made available by construction improvements on County property.

The procedures direct the Contractor to forward a notice of job vacancy(s) created as a result of this construction work to the Director of the Division of Small Business Development (SBD), located at Stephen P. Clark Center, 111 N.W. 1st. Street, Contract Review and Compliance Section, 19th Floor, Miami, Florida, 33128. The job vacancy notice(s) should be delivered within ten (10) working days following award of contract. The SBD Director will in turn distribute said job announcements to all Miami-Dade County facilities participating in the notification requirements of Resolution No. 1395-05. For information regarding the Miami-Dade County's Clearinghouse program, please contact the SBD at (305) 375-3157..

#### **21.0 SCRUTINIZED COMPANIES:**

By executing this proposal through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the bidder shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been, or is subsequently during the term of the contract, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### **22.0 USER ACCESS PROGRAM:**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, the County's User Access Program (UAP) does not apply for this project.

#### **23.0 CONTRACTOR DUE DILIGENCE AFFIDAVIT:**

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

## 24.0 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM:

In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61 (copies attached or online at <http://www.miamidade.gov/smallbusiness/business-development-legislation.asp>), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1,000,000 for the construction, demolition, alteration and/or repair of public buildings or public works, or (ii) contracts or leases valued in excess of \$1,000,000 for privately funded construction, demolition, alteration or repair of buildings or improvements on County-owned land, shall comply with the following:

### 1. Bidders must:

- a. Submit a completed Responsible Contractor Affidavit (Form RTFE 1) along with the Bid Submittal Package. The Responsible Contractor Affidavit shall verify that (i) prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10 hour safety training course, and (ii) the contractor will make its best reasonable efforts to have fifty-one percent (51%) of all construction labor hours performed by Miami-Dade County residents.
- b. The Contracting Officer shall provide to any contractor who fails to submit a Responsible Contractor Affidavit with its bid or proposal, a written notice that said contractor has forty-eight (48) hours from the time of notification to submit a Responsible Contractor Affidavit or its bid or proposal will be deemed nonresponsive and disqualified.

2. Prior to the issuance of a Notice to Proceed, contractors must also submit: (i) a Construction Workforce Plan (Form RFTE 2) and supporting documentation; (ii) a list of all subcontractors to be used on the project; (iii) a Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and (iv) a list of all employees currently employed by the contractor.

3. All certified payrolls submitted to the Contracting Officer shall include an OSHA Safety Training Affidavit (Form RFTE 3).

4. Within thirty (30) business days of completion of a project, the contractor must submit a Workforce Performance Report (Form RFTE 4).

5. Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

## 25.0 EMPLOY MIAMI-DADE PROGRAM:

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars (\$1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land:

A. The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

### 1. Referral Procedures:

- I. Career Source South Florida shall compile and maintain the Employ Miami-Dade Register.
- II. The Contractor will notify Career Source South Florida of the vacancy by completing a Job Opening Form on the Employ Miami-Dade website <https://iapps.careersourcesfl.com/employmd/>. The job order must contain a detailed description of the job responsibilities and qualifications.
- III. Career Source South Florida will then provide a list of qualified candidates available to the Contractor with copy to the Compliance Officer.
- IV. Contractor will review the resumes and qualifications of the candidates, conduct interviews with those candidates who satisfy the minimum competency requirements, and make a good faith effort to fill at least 20% of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.
- V. Positions filled from the Employ Miami-Dade Register must be full-time, for at least 120 days, in order to be considered towards attainment of the 20% labor workforce threshold herein.
- VI. If the 20% labor workforce per Contractor's Construction Workforce Plan from Employ Miami-Dade is not met on the contract, the Contractor must provide the Compliance Officer with a detailed explanation of its efforts.
- VII. Career Source South Florida may have funds to pay a portion of the salaries for Employ Miami-Dade participants. It shall be the responsibility of the Contractor to contact Career Source South Florida directly to determine eligibility for, and make

arrangements as applicable with, Career Source South Florida to pay a portion of the salaries for a specified period and/or during on the job training for the Employ Miami-Dade participants employed on the contract.

## **26.0 SUBCONTRACTOR / SUPPLIER LISTING:**

Pursuant to Section 2-8.1 and 10.34 of the Miami-Dade County Code, for contracts valued at \$100,000 or more when subcontractor(s) and/or supplier(s) are utilized, the Prime contractor/vendor/consultant shall report to Miami-Dade County the race, gender, and ethnic origin of all such first tier subcontractor(s) and supplier(s). The paper-based Subcontractor/Supplier Listing that was previously submitted at time of bid submission is no longer being used. The Prime contractor/vendor/consultant shall be required to identify its first tier subcontractor(s)/supplier(s) and provide demographic information for both their firm and each subcontractor/supplier on the contract as soon as reasonably available and in any event prior to final payment under the contract via Miami-Dade County's online Business Management Workforce System (BMWS).

## **27.0 MONTHLY UTILIZATION REPORTS:**

Paper-based Monthly Utilization Reports (MURs) are no longer being accepted for construction, architecture, and engineering projects with measures. Also for architecture and engineering firms, pursuant to Implementing Order 3-39, primes and subconsultants are required to report payments monthly via Miami-Dade County's online Business Management Workforce System (BMWS). "Compliance Audits" will be created in Miami-Dade County's online Business Management Workforce System (BMWS) after Miami-Dade County pays the Prime contractor/vendor/consultant (approximately one month after). Miami-Dade County Departments will check the compliance audit status for each payment application to ensure that no audits are open for more than two (2) months. For construction contracts without measures, which only require reporting of cumulative subcontractor payments, a "Compliance Audit" shall only be verified prior to the final payment.

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

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

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

not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

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

#### **29.0 CONE OF SILENCE**

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

#### **30.0 BID PROTEST**

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Implementing Order No. 3-21 – Bid Protest and Resolution R-1080-19 which updated the Bid Protest filing fees for contracts set-aside for bidding solely by certified Small Business Enterprises, and other relevant sections.

#### **31.0 PROMPT PAYMENT**

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

#### **32.0 ASSIGNABILITY/ASSIGNMENT**

**ASSIGNABILITY** - Department of Transportation and Public Works (DTPW) may assign its rights and obligations under the Contract to any successor to the rights and functions of DTW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

**ASSIGNMENT** - The Contractor shall not assign, transfer, or otherwise dispose of this Contract, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to DTPW. DTPW's consent for any assignment will not be unreasonably withheld.

### **33.0 SECTION 20.055 (5)**

The contractor/consultant/vendor agrees to comply with s.20.055 (5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055 (5), Florida Statutes.

#### **Section 20.055 (5):**

(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

### **34.0 ESTIMATED TIME CONTINGENCY**

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the Contractor for a time extension, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the COUNTY A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

### **35.0 LCP TRACKER**

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

### **36.0 RESOLUTION NO. 1181-18 / DIRECTIVE NO. 182536**

The Contractor is directed to the attached report regarding consideration of Contractor Safety Information as a Part of the Contractor Responsibility Review for Contract Award – Directive No. 182536 and the requirements of Resolution No. 1181-18, applicable to this Project.

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

### **37.0 DISCLOSURE OF ALLEGED DISCRIMINATION LAWSUITS**

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

### **38.0 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.

### **38.0 APPLICABLE LEGISLATION**

The selected Contractor will be required to abide by all applicable federal, state and local laws and ordinances, as amended. the applicable local laws and ordinances include, but are not limited to:

#### Florida Statute(s)

- [Section 119.07](#)- Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- [Section 119.0701](#) - Contracts; Public Records
- [Section 287.133](#) - Public Entity Crimes
- [Section 287.135](#) - Prohibition against contracting with scrutinized companies
- [Section 295.187](#) - Florida Veteran Business Enterprise Opportunity Act
- [Section 448.095](#) – Employment Eligibility

### Ordinance(s)

- 77-13 - Financial Disclosures Requirements
- 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender
- [97-35](#) - Policy of Fair Subcontracting Practices
- [97-67](#) - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding and Financial Services
- [99-152](#) - False Claim Ordinance
- [03-107](#) - Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- [07-65](#) - Sustainable Buildings Program (when applicable)
- [08-113](#) - Ordinance Amending Sections 2-8.1.1 and 10-33.1 of the Miami-Dade County Code relating to bids from related parties to include a prohibition on collusive bidding
- [11-90](#) - Ordinance Relating to the Collection of Data for a Disparity Study
- [14-79](#) - Sea-Level Rise Ordinance (when applicable)
- [21-22](#) - Buy American Iron and Steel Products Procurement Program

### Resolution(s)

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- [R-531-00](#) - Prohibition of contracting with individuals and entities while in arrears with the County
- [R-183-00](#) - Family Leave Requirements
- [R-185-00](#) - Domestic Violence Leave
- [R-273-05](#) - Public Involvement Planning
- [R-63-14](#) - Contractor Due Diligence
- [R-828-19](#) – Disclosure of Alleged Discrimination Lawsuits
- [R-1106-15](#) - Aspirational Policy of Miami-Dade County
- [R-1011-15](#): Requiring Vendors to Provide Addresses of Local Offices Administrative Order(s)

### Administrative Order(s)

- [03-27](#) - Cone of Silence
- [3-53](#) – Miscellaneous Construction Contracts Program
- [10-10](#) - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA) Implementing Order(s)
- [3-19](#) – Prompt Payment

#### Implementing Order(s)

- [3-21](#) - Bid Protest Procedure
- [3-24](#) – Responsible Wages and Benefits for County Construction Contracts
- [3-37](#) – Community Workforce Program
- [3-61](#) – Residents First Training and Employment Program
- [3-63](#) – Employ Miami-Dade Program
- [7-7](#) – Policies and Procedures Establishing a Public Service Honor Code for Elected and Appointed County Officials and County Employees

#### Miami-Dade County Code(s)

- [Section 2-8.1](#) - Contracts and Purchases
- [Section 2-8.1.5](#) – Nondiscrimination
- [Section 2-8.4](#) - Protest Procedures
- [Section 2-8.5](#) – Procedure to provide preference to local business in county contracts
- [Section 2-8.5.1](#) - Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts
- [Section 2-8.8](#) - Fair Subcontracting Practices
- [Section 2.11.1](#) - Conflict of Interest and Code of Ethics
- [Section 10-34](#) - Listing of Subcontractors Required
- [Section 2-8.2.6.1](#) - Buy American Iron and Steel Products Procurement Program

### **39.0 BUY AMERICAN IRON AND STEEL PRODUCTS PROCUREMENT PROGRAM**

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Ordinance No. 21-22 and Miami-Dade County Code 2-8.2.6.1 – Buy American Iron and Steel Products Procurement Program, applicable to this project.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS

PROJECT NO. TP-0000020837-R

LCP TRACKER

# Memorandum



**Date:** April 25, 2019

**To:** Department Directors

**From:** Gary T. Hartfield, Director  
Small Business Development (SBD) Division

**Subject:** Implementation of LCPtracker

A handwritten signature in blue ink, appearing to be "G. Hartfield", written over a light blue grid background.

On April 10, 2018, the Board of County Commissioners adopted Ordinance No. 18-33, which amended several Miami-Dade County Code sections to mandate use of the County's web-based system, the Business Management Workforce System (BMWS), to comply with Small Business Enterprise (SBE), Wage, and Workforce program requirements. The implementation of BMWS will soon be complete with the "go live" of LCPtracker on May 1, 2019.

LCPtracker is a new web-based system for firms to submit certified payroll and workforce program documentation, replacing our current paper-based reporting requirements at no cost to the firms. As part of the implementation of LCPtracker, Small Business Development (SBD), a division of the Internal Services Department, reviewed all active Miami-Dade County contracts in BMWS subject to Responsible Wages and Benefits, Living Wages and federally-funded contracts at Miami Dade County International Airport with Davis Bacon Wages. Based on the contract status, over three hundred existing contracts have been selected to go into LCPtracker. Attached is the latest report listing the projects by department. In addition to these identified projects, all County contracts subject to the above-mentioned wage requirements and awarded on or after April 1, 2019 will be synced to LCPtracker for the electronic submission of certified payrolls and workforce documentation.

Beginning with the May 2019 reporting period, all prime contractors/vendors and their subcontractors at every tier level participating on a contract that was added to LCPtracker must submit certified payrolls via the system by the 10<sup>th</sup> day of the month for work performed in the previous month. Therefore, all certified payrolls for work performed in the month of May 2019 must be submitted electronically by **June 10, 2019**. At which point, the department should no longer collect or accept paper certified payrolls for these projects.

SBD will provide department staff with access to LCPtracker to view certified payrolls by project, firm, and reporting period. Prior to approving a firm's pay application/invoice, departments must log into LCPtracker to verify certified payrolls have been submitted for all firms on the project, regardless of tier, for the period of the pay application.

Attached are the steps to generate the LCPtracker report titled "Certified Payroll Report (CPR) Status Report" for a project and period of a pay application/invoice under review. This report will list all received, rejected, pending and delinquent certified payrolls for a project for the period requested. For any delinquent certified payrolls listed on the report, the departments should:

- 1) Provide written notice to the prime contractor/vendor (and SBD, if the prime contractor/vendor is a certified SBE or any of the subcontractors are certified) that the review and approval of its pay application/invoice is on hold until all firms that worked during the period of the pay application/invoice have submitted their certified payrolls via LCPtracker.

- 2) Provide the prime contractor/vendor with a copy of the CPR Status Report, or provide the report to the firm(s) listed under the delinquent section of the report, the week ending date for the missing payroll(s), and a deadline to submit the missing certified payroll(s) via LCPtracker.

LCPtracker user accounts for department staff on existing applicable contracts will be automatically created. For any additional staff requiring access, the department's SBD Liaison should provide their name and email address to Alecia Anderson, SBD Section Manager, at [Alecia.Anderson@miamidade.gov](mailto:Alecia.Anderson@miamidade.gov) or Shawn Gannon, Special Projects Administrator, at [Shawn.Gannon@miamidade.gov](mailto:Shawn.Gannon@miamidade.gov).

As always, SBD will continue to work closely with departments to ensure compliance with the legislated changes and offer monthly hands-on training opportunities for department staff and firms. Should you have any questions, please do not hesitate to contact Alice Hidalgo-Gato, SBD Section Chief, at (305) 375-3153.

#### Attachments

- c. Office of the Mayor Senior Staff  
Tara C. Smith, ISD Director  
SBD Liaisons  
Procurement Liaisons

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER

STATIONS

PROJECT NO. TP-0000020837

SAFETY DIRECTIVE 182536 / RESOLUTION NO. 1181-18

# Memorandum



**Date:** February 26, 2019

Agenda Item No. 2(B)2  
March 19, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

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

This report is in response to Resolution No. R-1181-18, approved at the November 8, 2018 meeting of the Board of County Commissioners (Board), directing the County Mayor or the County Mayor's designee to provide a status report describing the processes, procedures and actions taken to consider safety records of prospective contractors and first-tier subcontractors for public construction projects.

The County reviews contractor responsibility prior to award for all construction contracts. Pursuant to Resolution No. R-187-12, and in accordance with procurement guidelines, staff currently performs due diligence reviews as a part of the process to determine a contractor's responsibility. This review includes checking the contractor's corporate status, lists for convicted, debarred and suspended vendors, excluded parties, and internal County reports for small business compliance, evaluations and delinquent contractors.

County staff will require contractors and proposed first-tier subcontractors to submit the following items for the previous three years from the United States Department of Labor Occupational and Safety Health Administration (OSHA):

1. The OSHA Form 300 containing a list of the company's work-related injury and illness data; and
2. OSHA inspection data.

A copy of this memorandum and Resolution No. R-1181-18 will be forwarded to each of the department directors who manage capital programs across the County. Confirmation that safety due diligence was performed and any instance when a safety record affects the contractor responsibility will be included in any memorandum to the Board recommending an award or ratification of award of a construction project.

Pursuant to Ordinance No. 14-65, this memorandum will be placed on the next available Board Meeting agenda. Should you require additional information, please contact Tara C. Smith, Director, Internal Services Department, at 305-375-1135.

- c: Abigail Price-Williams, County Attorney  
Geri Bonzon-Keenan, First Assistant County Attorney  
Office of the Mayor Senior Staff  
Tara C. Smith, Director, Internal Services Department  
Department Directors  
Linda L. Cave, Acting Director, Clerk of the Board  
Eugene Love, Agenda Coordinator  
Yinka Majekodunmi, Commission Auditor

## MEMORANDUM

Agenda Item No. 11(A)(1)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** November 8, 2018

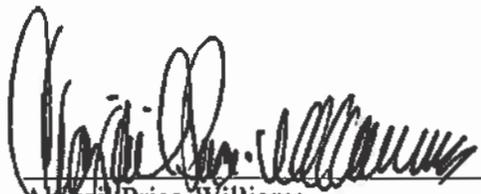
**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution directing the County Mayor to: (1) consider safety records of prospective contractors and first-tier subcontractors for public construction projects; (2) confirm the safety records of recommended contractors and first-tier subcontractors were considered and report any instance where the safety record may adversely affect a finding of contractor responsibility in award memorandum to the Board; and (3) provide a report to the Board within 60 days

Resolution No. R-1181-18

**This item was amended at the 10-17-18 Government Operations Committee to add language in Section 1 specifying that the OSHA related safety information required to be considered in the resolution shall be initially provided by the prospective contractors and first-tier subcontractors bidding on County construction projects.**

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.

  
Abigail Price-Williams  
County Attorney

APW/lmp



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** November 8, 2018

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(1)  
11-8-18

RESOLUTION NO. R-1181-18

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) CONSIDER SAFETY RECORDS OF PROSPECTIVE CONTRACTORS AND FIRST-TIER SUBCONTRACTORS FOR PUBLIC CONSTRUCTION PROJECTS; (2) CONFIRM THE SAFETY RECORDS OF RECOMMENDED CONTRACTORS AND FIRST-TIER SUBCONTRACTORS WERE CONSIDERED AND REPORT ANY INSTANCE WHERE THE SAFETY RECORD MAY ADVERSELY AFFECT A FINDING OF CONTRACTOR RESPONSIBILITY IN AWARD MEMORANDUM TO THE BOARD; AND (3) PROVIDE A REPORT TO THE BOARD WITHIN 60 DAYS

**WHEREAS**, we live in a large, heavily-populated and diverse metropolitan area with constantly expanding public infrastructure needs and demands; and

**WHEREAS**, Miami-Dade County's infrastructure, including its public buildings, roads and bridges, mass transit facilities, airports and seaport, fuel supply facilities, medical and nursing care facilities, recreational facilities, sporting facilities and water and wastewater facilities, constantly require significant new construction and on-going improvements and upgrades; and

**WHEREAS**, consequently, to meet these infrastructure demands, Miami-Dade County (the "County") enters into significant construction contracts for public buildings, structures and other public works; and

**WHEREAS**, a substantial number of the County's public construction projects are large complex projects requiring a large of number of workers to complete the project; and

**WHEREAS**, many of these County projects occur in densely populated areas where members of the public may be directly exposed to the dangers of a construction site; and

**WHEREAS**, the tragic loss of life caused by the collapse of the Florida International University pedestrian bridge reminds this community that the safety of members of the public and workers relating to public construction projects is of paramount importance; and

**WHEREAS**, this Board wants to ensure that a contractor's safety record be fully considered in the selection and contracting of construction companies for public infrastructure projects,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Directs the County Mayor or County Mayor's designee to consider the safety records of prospective contractors and their first-tier subcontractors as part of the due diligence investigation performed to determine contractor responsibility for the construction or improvement of a public building, structure or other public construction project that will be presented to this Board for contract award or ratification of an award. Such investigation shall include reviewing available relevant information from the United States Department of Labor Occupational Safety and Health Administration (OSHA) such as OSHA logs of work-related injuries and illnesses (Form 300) and OSHA inspection data >>which shall be initially provided by the prospective contractors and first-tier subcontractors<<<sup>1</sup>. The OSHA information shall be reviewed for at least the previous three (3) years to the extent that such information is available for that period. In addition, County staff may use other sources to investigate the safety records

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<sup>1</sup> Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

of prospective contractors and their first-tier subcontractors for public construction projects in determining contractor responsibility.

**Section 2.** Directs the County Mayor or County Mayor’s designee to include in his or her memorandum to this Board recommending an award or ratification of an award of a County public construction project confirmation that the safety record was considered by the County as part of the due diligence required pursuant to Resolution R-187-12, including reporting to this Board any instance where the safety record may adversely affect a finding of contractor responsibility.

**Section 3.** Directs the County Mayor or County Mayor’s designee to submit a report to this Board within 60 days of the effective date of this resolution describing the processes, procedures and actions taken to comply with Sections 1 and 2 of this resolution and place the completed report on an agenda of the Board pursuant to Ordinance No. 14-65.

The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Esteban L. Bovo, Jr., Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Daniella Levine Cava	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Eileen Higgins	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 8<sup>th</sup> day of November, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

**Linda L. Cave**

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

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "EWG", written over a horizontal line.

Eduardo W. Gonzalez

A handwritten mark or signature in black ink, resembling a stylized "4" or a similar symbol.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

BID DOCUMENTS

REPLACEMENT OF EMERGENCY DOORS AT METRORAIL AND METROMOVER STATIONS

RPQ NO. TP-0000020837

STANDARD CONSTRUCTION  
GENERAL CONTRACT CONDITIONS

STANDARD CONSTRUCTION  
GENERAL CONTRACT CONDITIONS  
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# 1. DEFINITIONS

(June 12, 2012)

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

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

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

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

**Architect/Engineer:** Owner or its authorized representatives identified in the Notice-to-Proceed letter, including but not limited to the Resident Architect/Engineer, the Construction Manager, the Owner's representatives and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, the term "Owner" may be substituted for Architect/Engineer.

**Art in Public Places:** Miami-Dade County program established through Ordinance #94-12 and codified in Miami-Dade County Code Section 2-11.15 providing 1.5% of each County project's capital cost to fund a public art component within the Project. Coordination and installation of the Artist's work is included as part of the scope of the Contractor's services to the extent that it is defined in the Bid Documents.

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

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

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

**Beneficial Occupancy:** The point at which the Owner or Architect/Engineer determines that the Work or any portion thereof can be occupied from a regulatory and work function

standpoint prior to Substantial Completion of the Work. Beneficial Occupancy will not relieve the Contractor of any of its obligations relative to Substantial Completion or of its responsibility to fully complete the Work in accordance with the Contract Documents.

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

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

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

**Bid Form:** The form on which Bids are submitted.

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

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

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

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

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

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

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

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

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

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

**Consultant:** See Architect/Engineer.

**Contract Documents:** Bid Documents, Change Orders, Payment and Performance Bonds, Work Orders, Approved Schedules, all Contractual Forms, Approved Shop Drawings and Approved Working Drawings.

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

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

**Contract Time:** The number of days allowed for completion of the Work commencing with the effective date of Notice to Proceed. The Contract Time will be stipulated in the Contract Documents unless extended by a Change Order or by a Work Order.

**County:** See Owner.

**County Manager:** The County Manager of Miami-Dade County, Florida.

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

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

**Days:** Unless otherwise designated, days mean calendar days.

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

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

**Direct Costs:** Direct Costs recoverable by the Contractor as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the reasonable additional cost of rental of any Special Equipment or Machinery. Labor shall be limited to site labor costs, including Employer’s Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the Contract Documents and materials approved by the Architect/Engineer as necessary to install the permanent materials in an efficient and workmanlike manner. For special equipment or machinery not listed in said document, the Contractor shall be paid a rental rate corresponding to the average

prevailing rental rate for such equipment or machinery in Miami-Dade County, Florida, subject to approval by the Architect/Engineer. No additional payment shall be made to the Contractor for fuel, lubricants, fair wear and tear, transportation, insurance or depreciation. Any equipment or machinery not designated by the Architect/Engineer as special equipment and machinery shall be considered Overhead.

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

**Field Representative/Construction Manager:** An authorized representative of the Owner that may provide administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract and through which the orders of the Owner shall be given. The Field Representative has no authority to modify or waive any provision of the Contract Documents.

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

**Final Completion:** Point in time when the Owner determines that all Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion and Punch List have been corrected to the satisfaction of the Owner or Architect/Engineer including but not limited to all required final inspections, close-out documents, delivery of all spares and extra materials and activation of warranties as required. A Certificate of Final Acceptance shall be issued to the Contractor by the Owner upon Final Completion.

**Force Account:** A method of payment measured by actual cost of the labor, materials and equipment plus a mark-up for Indirect Costs, as distinct from other payment methods such as lump sum or unit price, for Extra Work ordered by Change Order and/or Work Order.

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

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

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

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

**Indirect Costs:** Overhead.

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

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

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

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Contract Documents, that will be deducted from the Contract Sum for each Day of delay due to a Non-excusable Delay.

**Liquidated Indirect Costs Rate:** The amount, stipulated in the Contract Documents, that will be added to the Contract Sum for each Day of delay due to a Compensable Delay. The Contractor accepts this sum as full compensation for the Contractor's and all its Subcontractors' Indirect Costs, for each Day of Compensable Delays. This amount is agreed to include any costs other than Direct Costs incurred by the Contractor and all its Subcontractors of any tier in the performance of this Contract.

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

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

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

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

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

**Overhead (Indirect Costs):** Overhead, also defined as "Indirect Costs", includes any and all costs other than Direct Costs. The term "Overhead" as indicated in this definition shall apply to both Contractors and Subcontractors of any tier. Overhead includes, but is not limited to, all profit and costs associated with: Project bond premiums, Project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, rent, telephones, facsimile machines, computers, word processors, printers, plotters, computer software, all expendable items, job site and general office expenses, extended jobsite general conditions, interest on monies retained by the Owner, escalated costs of materials and labor, impact cost on unchanged work, inefficiency, decreased productivity, home office expenses or any cost

incurred that may be allocated from the headquarters of the Contractor or any of its Subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other Project, loss of interest income on funds not paid, costs to prepare a bid, cost to prepare a quote for a Change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of Projects not bid upon, loss of productivity or inefficiencies in the Work from any cause.

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

Payment and Performance Bonds: Bonds executed by the Contractor and its Surety assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work. These bonds shall be two separate bonds, one bonding payment and one bonding performance. Each bond shall be for no less than 100% of the total maximum contract amount.

Project: See definition for Work.

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

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

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

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

Shop Drawings: Documents furnished by the Contractor for approval by the Architect/Engineer to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, calculations, schedules, tables, charts, brochures and other data describing design, fabrication and installation of specific portions of the Work.

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

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

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

**Substantial Completion:** Substantial Completion of a Project is the date on which the Owner certifies that the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders, so that the Owner can occupy the Project for the use for which it was intended. A certificate shall be issued to the Contractor by the Owner upon achievement of Substantial Completion.

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

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

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

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

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

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

**Work Order:** A written order, authorized by the Architect/Engineer or Owner, directing the Contractor to perform work under a specific Allowance Account or directing the Contractor to perform a change in the Work that does not have a monetary impact, including but not limited to, extending the Contract Time or subject to the payment of Liquidated Indirect Costs if entitlement is established as required by these Contract Documents. No Work Order may increase the Contract Sum.

END OF ARTICLE

## 2. INTERPRETATION

(June 12, 2012)

- A. The intent of the Contract is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a fully functioning facility and fully receive the benefits intended under the Contract. The Contractor shall perform, without additional compensation, such incidental work as necessary to complete the Work and fulfill the design intent, in accordance with the requirements set forth in the Contract Documents, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.
- B. The Contract Documents and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. The documents comprising the Contract Documents are complementary and indicate the construction and completion of the Work. Anything mentioned in the Contract Documents and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Contract Documents, shall be of like effect as if shown or mentioned in both. The more stringent shall apply in the case of a conflict.
- C. Site Inspections and Verification of Governing Dimensions: In executing the contract, the Contractor represents that he has, prior to bid, visited the site, become familiar with the conditions under which the work is to be performed and correlated his personal observations with the requirements of the Contract Documents or that he has chosen not to do so, in the event that a mandatory site visit is not specified in the Contract Documents. The Contractor accepts the responsibility for all errors in construction which could have been avoided by such examination and the opportunity to seek timely clarifications during the bidding process. The Contractor, before commencing work, shall verify all governing dimensions at the site, and shall examine all adjoining work on which his work is in any way dependent for its conformance with the intent of the Contract Documents and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the Contractor, and agreed to in writing by the Owner through the Architect/Engineer before the Contractor begins any part of the Work. No disclaimer for defective or non-conforming adjoining work that was clearly foreseeable to the Contractor during a site visit (mandatory or non-mandatory) will be considered by the Owner.
- D. Errors, Inconsistencies and Omissions: The Contractor shall carefully study and compare all drawings, Contract Documents and other instructions; shall verify all figures on the Contract Drawings before laying out the Work; shall notify the Owner or Architect/Engineer of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions in writing during the bidding process and prior to submitting his Bid. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Drawings or Contract Documents, and the Architect/Engineer shall be entitled to make such corrections

therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification, and shall correct, at his own expense, all work improperly priced, scheduled or constructed through failure to notify the Owner or Architect/Engineer and to request specific instructions.

- E. Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents unless stated otherwise.
- F. References to Articles or Sections include sub-articles or subsections under the Article referenced.
- G. Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where otherwise expressly indicated. In case of a conflict between the Contract Documents and the referenced standard, the Contract Documents shall govern.
- H. Order of Precedence of Contract Documents: Unless otherwise provided for in the Special Provisions or required by law, the order of precedence of the Contract Documents will be as follows:
  - 1) Change Orders to the Contract
  - 2) Notice to Proceed
  - 3) Construction Contract
  - 4) Addenda
  - 5) Special Provisions
  - 6) General Conditions
  - 7) Technical Specifications
  - 8) Contract Drawings
  - 9) Referenced Codes and Standards
  - 10) Guarantees
  - 11) Instructions to Bidders
  - 12) Invitation to Bid
  - 13) Other documents
- I. In case of differences between small and large scale drawings, the drawings showing greater detail shall govern. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any scaled dimensions on drawings and the figures written thereon, the figures shall govern over the scaled dimensions unless otherwise indicated.
- J. Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Owner or Architect/Engineer in a timely manner to allow sufficient time for such further written explanations as may be necessary and shall

conform to the explanation provided as part of the Contract. The Owner or Architect/Engineer's decision shall be final.

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

END OF ARTICLE

### **3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE**

(June 12, 2012)

- A. The Architect/Engineer shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work in accordance with the time frames prescribed in the Contract Documents. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, and the fulfillment of the Contract on the part of the Contractor, and those decisions shall be binding on the Contractor
- B. The Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract.
- C. The Architect/Engineer, Owner or Field Representative shall have free access to the Work and materials at all times to facilitate the performance of his duties.
- D. Subject to concurrence by the Owner, the Architect/Engineer shall have the right to observe and reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer discovers any work in progress or completed that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer will not be paid for. Any such observation and/or rejection shall not be construed as undertaking supervisory control of the Work or of means and methods employed by the Contractor or his Subcontractors and shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. The Contractor shall not request or attempt to require the Architect/Engineer to undertake such supervisory control or to administer, supervise, inspect, assist, or act in any manner so as to relieve the Contractor from such responsibilities or obligations.
- E. The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.
- F. If either the Architect/Engineer or the Field Representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.

- G. Any work done or materials used which are not in compliance with the Contract Documents may be ordered removed and replaced at the Contractor's expense.
- H. The Owner and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.
- I. Neither the Architect/Engineer nor the Field Representative shall be responsible for any safety obligations imposed on the Contractor by applicable industry standards, licensing requirements, laws or regulatory requirements.

END OF ARTICLE

## 4. OWNER

(June 12, 2012)

- A. Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Contractor. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Contractor.
- B. Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted by the Owner to indicate the true quantities or distribution of quantities unless the Contractor is expressly directed to rely on such information to prepare and submit his Bid.
- C. If the Contractor is notified by the Owner to correct defective or nonconforming work, and the Contractor fails to promptly proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and backcharge the Contractor for the cost incurred. The cost of backcharge work shall include all reasonable costs associated with the corrective action.
- D. The Owner shall separately invoice or deduct from payments, otherwise due to the Contractor, the costs as provided herein. The Owner's right to backcharge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of backcharge work, on behalf of the Owner, shall not relieve the Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Contract Time.
- E. The Field Representative and/or Architect/Engineer will administer the Contract and the orders of the Owner are to be given through the Field Representative and/or Architect/Engineer. The Field Representative and/or Architect/Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.
- F. The Field Representative will observe the Contractor's work for compliance with the Contract Documents. Such observation shall extend to all or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used.
- G. Upon discovery, the Field Representative shall call the Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.
- H. When any work in progress or completed does not meet the requirements of the Contract Documents, the Field Representative shall have the authority to order the Contractor to shut down that portion of the work affected until the affected work is corrected to the satisfaction of the Field Representative. The Field Representative shall confirm this order in writing as soon as practicable, detailing the reasons for the

shutdown. Work performed in violation of the Field Representative's order to shutdown will not be accepted or paid for.

- I. The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract. The Field Representative will negotiate and act on behalf of the Owner to the authorized limits of his authority as specified in the Contract Documents.
- J. Whenever the Contractor intends to build, assemble or perform any portions of the Work away from the site, the Contractor shall promptly notify the Field Representative of such intentions, including where and when such work is to be performed, before such work starts. The Contractor shall also make arrangements for access thereto by the Field Representative and/or the Architect/Engineer so that the aforementioned portions of the Work may be inspected as needed.
- K. The fact that the Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Field Representative from subsequently rejecting said materials or work and does not relieve the Contractor of his responsibility to meet the requirements of the Contract Documents.
- L. The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor.
- M. The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Contractor or his Subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Field Representative to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.
- N. The Field Representative shall decide all questions relating to the rights of different prime Contractors on the Project or site.
- O. All materials and each part or detail of the work shall be subject to observation by the Field Representative and/or the Architect/Engineer. The Architect/Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required.
- P. Miami-Dade County enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of Miami-Dade County acting in its regulatory capacity, including but not limited to the regulatory acts of the Departments of Regulatory and Economic Resources (RER), Transportation and Public Works (DTPW), Fire-Rescue (MDFRD) and Water & Sewer (WASD) or their successors.

END OF ARTICLE

## 5. CONTRACTOR

(June 12, 2012)

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

- H. In the event that the Field Representative or Architect/Engineer determines, through the course of the actual work progress, that the superintendent lacks the knowledge or expertise necessary to execute the work in an efficient and competent manner, in keeping with all current codes and best practices, the Field Representative or Architect/Engineer shall notify the Contractor in writing and the superintendent shall be replaced by the Contractor with a person acceptable to the Field Representative or Architect/Engineer within five (5) working days.
- I. The Contractor's failure to replace the superintendent in the time allotted shall be cause for the Owner to suspend work with such delays chargeable to the Contractor as Liquidated Damages as specified elsewhere in this contract.
- J. The Contractor shall maintain a daily accounting of his daily manpower, by trade and position, and provide this information to the Field Representative on a weekly basis.

END OF ARTICLE

## 6. SUBCONTRACTORS

(June 12, 2012)

- A. The Contractor will be permitted to subcontract portions of the Work to competent Subcontractors. Such Subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in the Florida Statutes and the Code of Miami- Dade County.
- B. Nothing contained herein shall create any contractual relationship between the Owner and any level of Subcontractor, materialman or supplier.
- C. All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that:
  - 1) Preserve and protect the rights of the Owner and any of its authorized representatives under the Contract, including but not limited to, the Architect/Engineer and Field Representative, with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
  - 2) Require that such Work be performed in accordance with the requirements of the Contract Documents including the Contractor's approved schedule;
  - 3) Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment in accordance with any and all payment provisions of the Contract Documents;
  - 4) Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
  - 5) Require specific consent to all relevant provisions of the Contract Documents; and
  - 6) Incorporate all flow-down clauses specifically called for in the Contract, as directed.
- D. Contractor Participation: The Contractor shall perform not less than 25 percent of the Work, not inclusive of materials purchased, with his own organization. If the Contractor is a joint venture, the requirement shall be satisfied by any one, or a combination of any of the joint venture partners. Where a percentage of a Bid Item is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Bid Item, determined from information submitted by the Contractor, subject to approval by the Owner. The materials produced by other than the Contractor's forces shall be considered as being subcontracted. If, during the

progress of the Work, the Contractor requests a reduction in such participation percentage, and the Owner determines that, due to the special nature of the conditions of the Work at the time, it would be to the Owner's advantage, the percentage of the Work required to be performed by the Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Owner. The Contractor shall not proceed with any such reductions until his request is approved in writing by the Owner or his authorized designee. Under no circumstances shall less than ten percent (10%) of the Work be performed with the Contractor's own forces.

E. Work Performed by Equipment-Rental Agreement:

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

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

G. Approval of Subcontractor:

- 1) Prior to entering into any subcontract for Work to be performed on the Project, the Contractor shall secure the approval of the Owner regarding the prospective subcontractor's qualifications, employment data and compliance with CSBE program requirements. The forms used to provide the required information shall be the same as those included in the Forms for Bidding. The Owner will review the submittal from each Subcontractor, and will furnish written notification to the Contractor concerning approval of the award of the subcontract. If the Owner objects to the proposed award or fails to respond to the Contractor within five (5) business days of the complete submittal of the required information, the Contractor may furnish written notice of another subcontractor for consideration. The Owner may, at its discretion, waive or reduce subcontractor information submittal requirements as it deems appropriate.

- 2) In accordance with Ordinance 97-104, codified in Miami-Dade County Code Sections 2-8.1 and 10-33.01, the Contractor shall not, without written consent of the Owner, either replace any subcontractor or permit any such subcontract to be assigned or transferred, or allow that portion of the Work to be performed by anyone other than the approved subcontractor, except he may perform the work himself with qualified personnel upon written notice to the Owner in accordance with applicable law.

END OF ARTICLE

## 7. PROSECUTION OF THE WORK

(June 12, 2012)

### A. Workmanship and Unauthorized Work

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

- 7) When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Architect/Engineer by Work Order or Change Order. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Architect/Engineer may direct, at no additional cost to the Owner. No change will be made to the Contract price or the Contract Time as a result of authorizing a change in methods or equipment under this article.
- 8) The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Architect/Engineer and its Field Representatives and with other Contractors in every way possible.
- 9) The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless otherwise required under this Contract. Work not conforming to these standards may be considered defective. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. Material

- 1) Unless otherwise indicated in the Contract Documents, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his option and, subject to the approval of the Architect/Engineer, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of these Contract Documents or propose a substitute equipment, material, article or process as indicated below. The Contractor shall at all times comply with established Green Building or LEED standards, if applicable, and as established in the Contract Documents. Proposed alternative equipment, material, products, or patented processes shall be considered equivalent if the Architect/Engineer

determines that the proposed alternative is functionally equal to and/or sufficiently similar to that specified in the Contract Documents.

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

office, to the Contractor noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Architect/Engineer, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

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

and using material sources, whether or not indicated, except such costs as the Owner expressly agrees in writing to assume.

10) Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Contractor shall make his own arrangements for properly disposing of waste and excess materials outside the Work Site and he shall pay all costs therefore. Contractor shall comply with all local, state and federal requirements when disposing of waste and excess materials.

a. Prior to disposing of material outside the Work Site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file with the Architect/Engineer said permit, or a certified copy thereof, together with a written release from the property owner absolving the Owner from any and all responsibility in connection with the disposal of material on said property.

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

#### C. Methods of Sampling and Testing

1) Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Contractor as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the Owner by the project testing laboratory. The Contractor shall furnish the required samples without charge. Any and all fees for non-conforming materials or work shall be solely borne by the Contractor. The Contractor shall give sufficient notification to the Field Representative of the placing of orders for or receipt of materials to permit testing.

2) The Field Representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly

Should the Field Representative conduct plant inspections, the following shall exist:

a. The Field Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

- b. The Field Representative shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.
  - c. If required by the Field Representative, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
- 3) It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Field Representative shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents. In such an event, the cost of re-testing shall be borne by the Contractor if it results in a rejected material.
- 4) All inspections and testing of materials, assemblies and equipment will be performed in Miami-Dade County. If the Contractor's material or manufacturing sources are such that inspections or tests cannot be made in Miami-Dade County, all traveling and lodging expenses in connections with such inspections and testing shall be borne by the Contractor.

D. Meetings

- 1) A pre-construction conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this contract. The Contractor and its major Subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date and location of the meeting.
- 2) The Contractor shall attend weekly construction coordination meetings at a time and place to be designated by the Architect/Engineer. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Owner Contractors. The Contractor shall cause Subcontractors and suppliers to attend as he deems advisable, or as requested by the Architect/Engineer. Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for generating and distributing meeting minutes for all such meetings.

E. Permits and Compliance with Laws

- 1) Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work. (For payment of permit(s), see Special Provisions). No time extensions will be allowed for delays in obtaining the required permits unless revisions directly caused by the Owner or its agents are required to the Contract Drawings due to changes in codes, regulations and applicable contract standards during the contract term. See Special Provisions for additional permit requirements.

- 2) The Owner will not pay or reimburse the Contractor for any penalties relating to his permits or fees as a result of the Contractor's failure to timely obtain all his permits, inspections, approvals, etc.
- 3) The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules and regulations of the Federal, State and County governments, all authorities having jurisdiction, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.
- 4) Dewatering of excavations shall be performed in accordance with the applicable provisions of the Department of Environmental Resources Management (DERM), Florida Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (USEPA) and the South Florida Water Management District (SFWMD) Dewatering Permits and/or any and all authorities having jurisdiction and any other requirements specified in the Contract Documents. The means and methods of dewatering shall be determined by the Contractor who shall bear the full cost of same as part of the contract price.
- 5) All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharge from construction sites.
- 6) Upon completion of all of the work contemplated under the Contract Documents, the Contractor shall obtain and deliver to the Field Representative such Certificate(s) of Occupancy or Certificate(s) of Completion as required by the Florida Building Code and/or authority having jurisdiction.
- 7) The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Section 2-8.4.1, which provides that, whenever any individual or corporation or other entity attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The Contractor is further directed to Section 10-38 of the Miami-Dade County Code which provides for the debarment of County contractors.

F. Coordination and Access

- 1) Other Contracts: The Owner may undertake or award other contracts for additional work, and the Contractor shall fully cooperate and coordinate with other Contractors and the Owner and carefully fit his own work to such additional work. The Contractor shall not perform any act which will interfere with the performance of work by any other contractor or by the Owner. The Contractor shall be responsible for obtaining all necessary scheduling details from other Contractors and these requests must be provided, in writing, to the Owner. The Architect/Engineer shall have the authority to resolve conflicts related to coordination between Contractors.
- 2) In the event of interference between the work of the Contractor and other contractors working concurrently at the Site, the Field Representative will

instruct the Contractor as to which work has priority in performance and such instructions shall be binding upon the Contractor.

- 3) Utility companies, railroads, and municipal agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

#### G. Rights in Land and Improvements

The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the Work Site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Owner and any property owner, former property owner or tenant of such land, structure or building. The Contractor shall not occupy Owner-owned property outside the Work Site without obtaining prior written approval from the Owner.

#### H. Interference With Existing Utilities

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

services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

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

- 1) The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction Work and he shall replace in kind the vegetation, shrubs and grass damaged by him at his own expense.
- 2) The Contractor shall protect from damage all utilities, foundations, walls or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification from the Architect/Engineer, the Contractor fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Contractor.
- 3) At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
  - a. Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to the Contractor. If the Contractor wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility owners and reimburse them at his own expense for cost of the Work. The Contractor shall keep the Architect/Engineer advised of temporary relocation arrangements.
  - b. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the Architect/Engineer said names, addresses and telephone numbers.

- 4) The Contractor shall comply with the latest version of the Florida Building Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.
- 5) In order to safeguard the owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor the Government, State, the Owner and the Architect/Engineer in respect thereto, the Contractor shall cause a detailed examination of abutting property to be made before construction is begun. The owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the Contractor to a person in charge of the premises or structure, or by the mailing of the notice to the owner at the premises. The Architect/Engineer will attend while the Contractor makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the Contractor, Owner and the Architect/Engineer and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. At such time as the Architect/Engineer may direct, or upon the filing of the verified statement by the owner, tenant, lessee, operator or occupant of the building structure, and in any event, upon the completion of any work that in the opinion on the Architect/Engineer might affect the abutting property, the Contractor will make another detailed examination of such abutting property. A complete record of the then existing conditions of said property will be made in triplicate, signed by the Contractor and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. In any action, which may be brought by any owner, tenant, lessee, operator or occupant of abutting property to recover under the provisions of this article or any paragraph hereof, the record of the existing conditions of each parcel will be prima facie evidence of the conditions thereof at the time of the making of the examination.
- 6) The Contractor shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes and standpipe connections shall be kept clear and visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box or standpipe connection. The Contractor shall promptly notify the authority having jurisdiction of any impairment to any fire systems.

J. Damage to the Work and Responsibility for Materials

- 1) The Contractor shall be responsible for materials delivered and work performed until completion and Final Acceptance of the entire construction thereof, except those materials and work which may have been accepted under the applicable sections of this article and shall take all necessary steps to protect the Work, from all causes, at his expense.
- 2) The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the

non-execution of the Work, except as provided for in this article. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any cause before Completion and Acceptance of the Work and shall bear the expense thereof. The Contractor shall provide security including, but not limited to, security guards, temporary drainage systems and erection of temporary structures and temporary fencing as necessary to protect the Work and materials from damage.

- 3) The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.
- 4) The Contractor's responsibility for material shall be the same for Owner-furnished material, upon receipt of said material from the Owner, under this Contract as for Contractor-furnished material.
- 5) Relief from Maintenance and Responsibility: The Contractor may request, in writing, from the Owner, that the Owner relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, as described in this paragraph, which have been completed in all respects in accordance with the requirements of the Contract. Such action by the Owner will relieve the Contractor of responsibility for injury or damage to said completed portions of the Work resulting from use by the Owner or the public for any cause, but not from injury or damage resulting from the Contractor's own operations or negligence. Portions of the Work for which the Contractor may be relieved of the duty of maintenance and protection, as provided in this paragraph, include the following:
  - a. Early possession by the Owner of any portion of the Work, in accordance with the Contract Documents.
  - b. This Paragraph 5 does not relieve the Contractor of responsibility for repairing or replacing defective work or materials in accordance with the Contract requirements.

#### K. Emergencies

- 1) In an emergency affecting the safety of life, the Work, or adjacent property, the Contractor shall notify the Field Representative and the Architect/Engineer as early as possible that an emergency exists. In the meantime, without special instruction from the Architect/Engineer as to the manner of dealing with the emergency, the Contractor shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Field Representative and the Architect/Engineer may issue instructions, which the Contractor shall follow. The compensation to which the Contractor is entitled on account of emergency work, if any, shall be limited to emergencies not caused by actions or inactions of the Contractor determined in accordance with the Contract Documents, where applicable.
- 2) For purposes of this article, an emergency is defined as an act or event that has already occurred, not caused by actions or inactions of the Contractor, which, if no immediate action is taken may affect the safety of life, the work, or adjacent property. This article does not apply to steps taken by the Contractor to protect

the Work, adjacent structures, utilities, existing vegetation, etc. under other sections of the Contract Documents. Furthermore, this article does not apply to preparations the Contractor may make prior to storms or hurricanes or other acts of God.

L. Accident Prevention

- 1) Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - a. All persons on the Site or who may be affected by the Work;
  - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- 2) Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection.
- 3) Upon notification from the Owner or its representative(s), the Contractor shall promptly correct any deficiencies affecting the safety and well being of the construction workers and the public that have been identified by the notice.
- 4) Should a situation of imminent danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the Field Representative or the Architect/Engineer. The Contractor will not be entitled to future claims alleging impacts caused by the Owner stoppage of the Work due to safety reasons.

M. Warranty of Work

- 1) Except where longer periods of warranty are indicated for certain items, the Contractor warrants the Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of Substantial Completion. This one-year period shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the work which the Owner takes possession of prior to Substantial Completion, such a period shall commence on the date the Owner takes possession. Upon receiving notification from the Owner or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Contractor shall immediately remedy, repair, or replace, without cost to the Owner or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections

due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Contract.

- 2) The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Contractor's pay request or Performance Bond if final payment has been made.
- 3) The Contractor will correct all latent defects discovered within ten (10) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the reasonable cost associated with procurement, implementation and management thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.
- 4) Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the benefit of the Owner provided that, if directed by the Owner, the Contractor requires such subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the Owner.
- 5) The rights and remedies of the Owner provided in this article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 6) Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by the Owner, its agents or other public body, utility or railroad to which ownership has been transferred.

END OF ARTICLE

## 8. CONTRACT TIME

(June 12, 2012)

### A. Notice to Proceed

- 1) The Owner may issue authorization to obtain permits to the Contractor after the Contractor has executed the Contract and has delivered the specified bonds and certificates of insurance in forms acceptable to the Owner, for the limited purpose of obtaining all necessary permits to complete the work. If the Contractor is unable to obtain all necessary permits within 30 days, through no fault of the Contractor, the Owner has the option, but not the obligation, to terminate the Contract, without fault to the Contractor or the Owner, effective immediately upon written notice by the Owner or give the Contractor additional time to obtain the permits. Upon the Contractor providing satisfactory evidence of obtaining the permits, the Owner will issue Notice to Proceed. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work (other than obtaining permits) under the Contract until the effective date of the Notice to Proceed, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the date shown on the Notice to Proceed.
- 2) Any Work Performed by the Contractor (other than obtaining permits) prior to Notice-To-Proceed shall be at the Contractor's own risk and shall not be considered as the basis for any claim.

### B. Schedules

- 1) The Contractor shall provide, maintain, and periodically update schedules in strict accordance with the Contract Documents. The Special Provisions shall contain specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates.
- 2) The Contractor shall prosecute the Work in accordance with the approved baseline Schedule or most recently approved revision to the baseline schedule. In the event that progress along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract at no additional cost to the Owner. In addition, the Contractor shall revise his schedule to reflect these recovery actions and submit it to the Owner for review and approval it being understood that such approval will be as to the format and composition of the schedule and not the Contractor's means and methods. Additional costs resulting therefrom will be borne by the Contractor. Delayed progress is defined as:
  - a. A delay in the start or finish of any activity on the critical path (critical path is defined as the path with the least amount of float) of the approved baseline schedule or most recently approved revision to the baseline; or

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

C. Extensions of Time and Classification of Types of Delays

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

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

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

iii. EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, the Owner does not provide the necessary right-of-way to begin construction (compensable delay) but the Contractor's forces are on strike (excusable delay).

2) Time Extensions: The Contractor may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the delay in completion of the Work, arising from acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, labor disputes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has given to the Architect/Engineer immediate verbal notification, with written confirmation within 48 hours, of the cause or causes of delay. Within thirty (30) days after the end of the delay, the Contractor shall furnish the Architect/Engineer with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay. All requests for extension of time shall be submitted in accordance with the Contract Documents. Failure to submit such information will be sufficient cause for denying the delay claims. The Owner will ascertain the facts and the extent of the delay and its findings thereon will be final and conclusive subject to the dispute provisions in the Contract Documents. The extensions of time granted for these reasons shall be considered excusable and shall not be the basis for any additional compensation.

- a. Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Architect/Engineer. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina and published by the National Oceanic and Atmospheric Administration (This data is taken from the table of normals, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day shall be considered to be a rain day if the rain actually prevented the Contractor from performing work. The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.
- b. An extension of time will not be granted for a delay to the critical path caused by a shortage of materials, except Owner-furnished materials, unless the Contractor furnishes to the Architect/Engineer documentary proof that he has diligently made every effort to obtain

such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the Architect/Engineer that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- 3) Delays Caused by Consultant and/or the Owner: If the Contractor's performance of the Work along the critical path is delayed by any condition or action directly caused by the Owner, and which was not foreseeable by the Contractor at the time the Contract was entered into, the Contractor shall, provide notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. The Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. In instances where a Contract change extends the Contract beyond the completion date, the Contractor may claim Liquidated Indirect Costs as specified in the paragraph in this article dealing with Liquidated Indirect Costs. These delays shall be considered compensable, except for the period in which these delays may be concurrent with Contractor-caused delays. If a delay on the part of the Owner is concurrent, that is, if it occurs at the same time as a Contractor-caused delay, the Owner-caused delay shall be considered an excusable delay for the portion of the Owner-caused delay which is concurrent with the Contractor-caused delay.
- 4) Delays Beyond Contractor's Control Not Caused by Consultant and/ or the Owner: If Contractor's performance of the Work along the critical path is delayed by any conditions beyond the control and without the fault or negligence of Contractor and not caused by the Owner, and which was not foreseeable by Contractor at the time this Contract was entered into, Contractor shall, provide immediate verbal notification with written notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. Within two (2) calendars days of the termination of any such delay, Contractor shall file a written notice with the Architect/Engineer specifying the actual duration of the delay. If the Owner determines that the delay was beyond the control and without the fault or negligence of the Contractor and not foreseeable by the Contractor at the time this Contract was entered into, the Owner will determine the duration of the delay and may extend the time of performance of this Contract provided, however, that Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. These delays shall

be considered excusable and the Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of the delays contemplated by this paragraph and extension of time shall constitute Contractor's sole remedy for such delays.

- 5) In addition to the delays in the Work specified in this section, delays in the Work directly caused by an act or omission by an owner of an adjoining property will not be considered an Owner-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, or other organization who either owns or occupies, or both, structures or parcels or both, immediately adjacent to the Work Site. Extension of time for those delays will be considered excusable and shall be treated as specified in this article, provided that:
  - a. The Contractor has, in accordance with this article, given to the Architect/Engineer immediate verbal justification, with written confirmation within forty-eight (48) hours of the delay; and
  - b. The Contractor establishes, to the satisfaction of the Architect/Engineer, that:
    - i. The delay was caused directly by an act or omission by the owner of the adjoining property; and
    - ii. The Contractor has taken reasonable precautions and has made substantial effort to minimize the delay.
- 6) A Change Order will be furnished to the Contractor within a reasonable period of time, after approval by the BCC, of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, only the BCC shall grant final written approval of all Change Orders, including additional money or extensions of time. All change orders shall be in full accord with the Contract Documents.
- 7) For the proper format to be used in submitting requests or claims for time extensions, refer to applicable sections of the Contract Documents.
- 8) Extensions of time shall be in accordance with Section 9-3 of the Code of Miami-Dade County, as applicable.

D. Substantial Completion and Final Acceptance

- 1) The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved:
  - a. All Work must be completed to the satisfaction of the appropriate permitting agencies having jurisdiction over the Work. The Contractor must furnish the Owner with a "Certificate of Occupancy" or a "Certificate of Completion", as applicable, from the permitting agency unless circumstances arise outside the contract scope that

prohibits such certificates from being issued (i.e. utility connections).

- b. All operational systems which may include but not be limited to: electrical systems, security systems, irrigation systems and fire systems, must be completed in accordance with the Contract Documents, tested and approved.
  - c. All plumbing, heating, ventilation, and air conditioning systems must be completed, tested and approved. Whenever the scope of work includes a facility or building, an HVAC test and balance report must be submitted and approved as a condition precedent to Substantial Completion.
  - d. The punch list may not be so extensive or of a nature that the Contractor's completion will significantly interfere with the Owner's beneficial use of the facility.
- 2) When the Contractor believes that all the Work or designated portion thereof required by the contract is substantially completed, the Contractor shall submit to the Field Representative and the Architect/Engineer a request for Substantial Completion inspection. The Contractor, the Field Representative, the Architect/Engineer, sub-consultants, and the Owner shall meet at the Project site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or Work to be corrected shall be noted on a Punch List. If the Field Representative and/or the Architect/Engineer and the Owner indicate on this inspection report that the Work is substantially complete, a Certificate of Substantial Completion will be issued to the Contractor. The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall have attached the Punch List reflecting any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and shall state the date by which the Punch List is to be completed. The completion time for the Punch List shall not be greater than sixty (60) days from the date of issuance of the Certificate of Substantial Completion.
- 3) If any of the conditions listed in this article are not met and the Work has not been completed, or the Contractor determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Substantial Completion shall not be issued. The Contractor shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Contractor.
- 4) In the event the Contractor fails to achieve Substantial Completion within the period specified in the Contract for completion, the Contractor shall be liable for Liquidated Damages and the Owner has, as its option, the right to, after ten (10) calendar days notice to the Contractor, have the work performed by others and backcharge the Contractor for all Direct and Indirect Costs related to performing this work. In the event that the Owner chooses to have the work

completed by others, there shall not be any further non-excusable delays charged to the Contractor beyond the ten (10) days following notice to the Contractor. However, the Contractor shall not be relieved of any non-excusable delays incurred through the date of termination. The Punch List and the Contract shall remain open until all the Work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any backcharges, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any backcharge, the Owner will bill the Contractor for the balance and the Contractor shall promptly remit to the Owner an amount equal to the billing.

- 5) Final Completion: When the Owner or Architect/Engineer considers all Work indicated on the Punch List to be complete, the Contractor shall submit written certification that:
  - a. Work has been inspected for the compliance with the Contract Documents.
  - b. Work has been completed in accordance with the Contract Documents, and that deficiencies listed within the Certificate of Substantial Completion and its attachments have been corrected.
  - c. Work is completed and ready for final inspection.
- 6) Should the Owner and/or Architect/Engineer inspection find that Work is incomplete, he will promptly notify the Contractor in writing listing all observed deficiencies. The Contractor shall be responsible for all Direct and Indirect Costs to the County resulting from the Contractor's failure to complete the Punch List items within the time allowed for completion.
- 7) The Contractor shall remedy deficiencies and send a second certification. Another inspection will be made that shall constitute the final inspection. Provided that work has been satisfactorily completed, the Architect/Engineer will notify the Contractor in writing of Final Acceptance as of the date of this final inspection.
- 8) Prior to Final Acceptance, the Contractor shall deliver to the Field Representative complete As-Builts, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.
- 9) Upon notification of Final Acceptance to the Contractor, the Architect/Engineer will request and consider closeout submittals from the Contractor including but not limited to the final Contractor's Affidavit and Release of All Claims.
- 10) The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.
- 11) Re-Inspection Fees: Should the status of completion of the Work require re-inspection of the Work by the Owner and the Architect/Engineer due to failure

of the Work to comply with the Contractor's representations regarding the completion of the Work, the Owner will deduct from the final payment to the Contractor, fees and costs associated with re-inspection services in addition to scheduled Liquidated Damages.

E. Use and Possession

The Owner shall have the right to beneficially occupy, take possession of or use any completed or partially completed portions of the Work. Such possession or use will not be deemed an acceptance of work not completed in accordance with the Contract. While the Owner is in such possession, the Contractor, notwithstanding the provisions of the Contract Documents, will be relieved of the responsibility for loss or damage to the Work other than that resulting from the Contractor's fault or negligence or breach of warranty. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, a Contract change in the Contract price or the time of completion will be made and the Contract will be modified in writing accordingly.

F. Liquidated Damages and Liquidated Indirect Costs

- 1) The parties to the Contract agree that time, in the completion of the Work, is of the essence. The Owner and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Contractor shall be assessed Liquidated Damages on a daily basis for each Day that individual milestones, both interim and cumulative as specified in the Contract Documents, are not timely achieved or that Contract Time is exceeded due to a non-excusable delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with any certainty and which were incurred by the Owner due to the delay. The amount of Liquidated Damages assessed shall be an amount, as stipulated in the Contract Documents, per day for each calendar day that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.
- 2) The Owner and the Contractor recognize and agree that the precise amount of the Contractor's Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract, and that proof of the precise amount will be difficult. Therefore, Liquidated Indirect Costs recoverable by the Contractor shall be assessed on a daily basis for each Day the Contract Time is delayed due to compensable delay. These Liquidated Indirect Costs shall be paid to the Contractor in full satisfaction of all costs and damages caused by compensable excusable delays, except for Direct Costs. There shall be no Liquidated Indirect Costs payable for time directly related to Extra Work for which a Change Order has been issued.
- 3) The amount of Liquidated Indirect Costs recoverable shall be an amount, as stipulated in the Contract Documents per day for each day the Contract is delayed due to compensable excusable delay. 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:

- 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.

END OF ARTICLE

## 9. PROGRESS PAYMENTS

(June 12, 2012)

### A. Payments

- 1) The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- 2) The Owner will make progress payments monthly as the work proceeds. Unless the Special Provisions provide for the payment to be determined by using a cost-loaded CPM, the Contractor shall, within 15 days after Notice-to-Proceed, furnish a Schedule of Values for review and approval by the Owner consisting of a detailed cost breakdown of each lump sum bid item in the bid form in such detail as the Architect/Engineer shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. Unit price bid items shall be paid for in accordance with the Bid Form. The Schedule of Values shall clearly indicate the amount to be paid by the Contractor to each individual Subcontractor.
  - a. The unit prices shall be in proper balance and shall be subject to approval by the Owner. In the preparation of estimates, the Owner, at its sole discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the Work Site may also be taken into consideration under this article when the Contractor furnishes satisfactory evidence that it will be utilized on the work covered by this Contract.
- 3) In making such progress payments, a maximum of ten-percent (5%) or a minimum of five-percent (2.5%), as may be amended in the Contract Documents, of the estimated amount shall be retained from each progress payment made to the Contractor until Fifty-Percent (50%) Completion of the work has been established. Fifty-Percent (50%) completion is defined as the point in time when at least 50% of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the Architect/Engineer. At this point, the retainage amount withheld from each subsequent progress payment shall be reduced by 50% or not to exceed five-percent (2.5%) and the accumulated excess amount of retainage will be released to the Contractor, unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the Owner or Contractor. If, at the discretion of the Owner, any time after Fifty-Percent (50%) Completion of the work has been established, the Owner finds

that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. Also, whenever the Work is Substantially Complete, the Owner, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount.

- 4) Material and work covered by progress payments shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the Owner to require the fulfillment of the terms of the Contract.
- 5) Progress payments will be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735.
  - a. The Contractor's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, material-men and suppliers. The contractor shall remit payment due to subcontractors within ten (10) days after the contractors' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.
- 6) No progress payments will knowingly be made for work not in accordance with this Contract.
- 7) Applications for progress payments shall be in the format as prescribed by the Owner. These applications shall be supported by evidence, which is required by this article. Each application for payment shall clearly indicate the amount to be paid to the Contractor as well as the amount to be paid to each of the Contractor's Subcontractors and suppliers. The Contractor shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. Those items on the progress payment application that, in accordance with the applicable sections of the Contract Documents, compensate for Force Account Work, for materials not yet incorporated in the work, or for work under change orders negotiated on a cost-reimbursable basis will, under procedures of the Owner, be subject to the Owner's audit review of the Contractor's records supporting the payment application. Audits will be performed so as not to interfere with timely processing of applications for payment. If audit indicates the Contractor has been overpaid under a previous payment application, that overpayment will be credited against current progress payment applications. For a period of five years from Final Acceptance of the Contract, the Contractor shall maintain and make available for audit inspection and copying by the Owner, State and the Government and their authorized representatives, all records subject to audit review.

8) The Owner, at its discretion, may authorize payment for materials not yet incorporated into the Work, whether or not delivered to the Work Site. The value of materials on hand but not incorporated into the Work will be determined by the Field Representative, based on actual invoice costs to the Contractor, and such value will be included in a monthly application for payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable locations on Site or in bonded warehouses that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:

- a. The material has been stored and stockpiled in a manner acceptable to the Field Representative at or on the Work site or in a secure storage facility within Miami-Dade County or other location as approved by the Architect/Engineer. If such materials are stored outside Miami-Dade County, the Contractor shall accept responsibility for and pay all personal and property taxes that may be levied against the Owner by any state or subdivision thereof on account of such storage of such material. The Owner will permit the Contractor, at his own expense, to contest the validity of any such tax levied against the Owner and in the event of any judgment or decree of a court against the Owner, the Contractor agrees to pay same.
- b. The Contractor has furnished the Field Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Field Representative with satisfactory evidence that the materials and transportation costs have been paid including but not limited to certified bills of sale for such materials and insurance certificates or other instruments, in writing, and in a form as required by the Owner. The Architect/Engineer may allow only such portion of the amount represented by these bills as, in his opinion, is consistent with the reasonable cost of such materials.
- d. The Contractor has furnished the Owner legal title (free of debts, claims, liens, mortgages, taxes or encumbrances of any kind) to the material so stored and stockpiled and subject only to the Owner's payment for the materials as reflected in the application for payment. All such materials so accepted shall become the property of the Owner. The Contractor at his own expense shall mark such material as the property of the Owner and shall take such other steps, if any, the Owner may require or regard as necessary to vest title in the Owner to such material.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or

disappearance of such materials at any time prior to use in the work. The cost of the material included in an application for payment which may subsequently become lost, damaged or unsatisfactory shall be deducted from succeeding applications for payment irrespective of the cause and whether or not due to the negligence, carelessness or fault of the Owner.

- f. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents and does not waive Owner's right to reject defective material when it is delivered to the Site until such material is delivered to the Site and satisfactorily incorporated into the work.
  - g. In no case will the amount in an application for payment for material on hand exceed the Contract price for such material, the Contract price for the Contract item in which the material is intended to be used or the value for such material established in the approved Schedule of Values. Payment for material furnished and delivered as indicated above will be based on 100 percent of the cost to the Contractor and retention will be withheld as specified in the Contract Documents. In any event, partial payments for materials on hand will not exceed seventy percent (70%) of the item's Bid Price, including taxes and shipping, or the agreed amount within the Schedule of Values.
  - h. No partial payment will be made for stored or stockpiled living or perishable plant materials.
  - i. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.
  - j. Materials may be subject to being purchased by the Owner directly under the County's "Direct Material Purchase Program" and installed by the Contractor, as applicable, in accordance with the Special Provisions.
- 9) Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:
- a. The General Requirements Lump Sum amount, including cost for bonds and insurance, shall be paid in proportion to the total percent of completion. The Owner will consider requests for payment for bonds and insurance under the General Requirements after receipt of certified invoices from the Contractor showing that the Contractor has paid them.

- b. The Owner reserves its right to withhold payment for General Requirements, in whole or in part, at the Owner's sole discretion, in accordance with Paragraph 11 below.
- 10) If any claim is filed against the project for labor, materials, supplies or equipment which the Owner has determined to have been incorporated on the site and the Contractor has not paid for, the Owner will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this article or under other provisions of the Contract, an amount equal to such amounts claimed.
- 11) In addition to the provisions of this article and other relevant sections of the Contract Documents, payment may also be withheld proportionately for the following reasons:
- a. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
  - b. Reasonable indication that the Work will not be completed within the Contract Time,
  - c. Damage to another Contractor,
  - d. Unsatisfactory prosecution of the Work by the Contractor,
  - e. Failure of the Contractor, or his Subcontractors, to pay wage rates, when applicable as required by the Contract.
  - f. In the event the Surety on the Performance and Payment Bond provided by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. In this case, payment will continue when the Contractor provides a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.
  - 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 the either the Architect/Engineer or the Field Representative as to the integrity of any part of the work completed previous to the final acceptance and payment. In this case, there will be deducted from the first application for payment subsequent to the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent applications for payment until the defects have been remedied or the causes for doubt removed.
- 12) The Contractor shall submit with each monthly invoice the certified payroll forms for all employees on the job in accordance with applicable Responsible Wages and Benefits (Ordinance No. 90-143 and codified in Miami-Dade County Code Section 2-11.16). Failure to provide this information will cause

the Field Representative and/or Architect/Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the information.

- 13) Failure to comply with the insurance requirements listed in the Contract Documents may result in the Owner's withholding or delaying payment to the Contractor.

#### 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. 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 Ordinance Nos. 94-40, and 02-29, 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.

#### D. Contract Prices – Bid Form

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

E. Final Payment

- 1) After the Work has been accepted by the Owner, subject to the provisions of the Contract Documents, a final payment will be made as follows:
  - a. Prior to Final Acceptance of the Work, the Contractor shall prepare and submit a proposed final application for payment to the Architect/Engineer showing the proposed total amount due the Contractor, segregated as to Bid Item quantities, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.
  - b. The Owner will review the Contractor's proposed final application for payment and necessary changes or corrections will be forwarded to the Contractor. Within 10 days thereafter, the Contractor shall submit a final application for payment incorporating changes or corrections made by the Architect/Engineer together with additional claims resulting therefrom. Upon approval by the Owner, the corrected proposed final application for payment will become the approved final application for payment.
  - c. If the Contractor files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the Architect/Engineer and the Owner, and agreements are reached on all questions regarding the final application for payment, the Owner, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment.
  - d. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in

Paragraph 3 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.

- e. The release from the Contractor will be from any claims arising from the Work under the Contract. If the Contractor's claim to amounts payable under the Contract has been authorized by the Owner for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.
  - f. Final payment will be made within 30 days after approval of the final notice and resolution of Contractor's claims, or 30 days after Final Acceptance of the Work by the Owner, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the Owner shall make payment of sums not in dispute without prejudice to the rights of either the Owner or the Contractor in connection with any disputed items.
  - g. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.
  - h. Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid therefore.
- 2) With the final application for payment, the Contractor shall return and submit final releases of claim from himself, from each Subcontractor of record and from other Subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from Subcontractors and suppliers shall be final, originals, notarized and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to the Owner all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of Subcontractors and suppliers who refuse to execute final releases.
- 3) The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
- a. Faulty or defective Work appearing after Final Completion;
  - b. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;

- c. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
  - d. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
  - e. The enforcement of the terms of the Payment and Performance Bonds against the Surety;
  - f. Terms of all warranties/guarantees required by the Contract Documents.
- 4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

END OF ARTICLE

## 10. CHANGES

(June 12, 2012)

### A. Changes

- 1) The Owner reserves the right to, at any time, without notice to the sureties and without invalidating the Contract, by written notice or order designated as a Change Notice or Change Order, make any change in the Work within the general scope of the Contract including but not limited to changes:
  - a. In the Contract Documents;
  - b. In the method or manner of performance of the Work;
  - c. In Owner-furnished facilities, equipment, materials, services, or site or;
  - d. Directing acceleration in performance of the Work.
- 2) In the event the Owner exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.
- 3) Changes in the work may be initiated by the issuance of a Change Notice by the Architect/Engineer. The Contractor shall submit a proposal to the Architect/Engineer and the Owner for their review, in accordance with the Contract Documents, within a reasonable time after receipt of a Change Notice. The Contractor shall maintain this proposal, for acceptance by the Owner, for a minimum of 90 calendar days after submittal. The cost or credit to the Owner for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.
- 4) In the event the Contractor fails to provide the full cost and time estimate for the change work or refuses to execute a full accord Change Order, the Owner will, at its sole discretion, (1) determine the total cost and time impacts of the change and compensate the Contractor and/or extend the Contract Time, if applicable, through a unilateral Change Order signed only by the Owner; or (2) direct the Contractor to proceed with the Work under the Force Account provisions of this article. Failure of the Contractor to submit his total and final estimated cost and time impact within the time period specified on the Change Notice form shall constitute a waiver by the Contractor to claim additional costs or time beyond that which has been determined by the Owner. Any disputes arising out of an Owner determination shall be resolved in accordance with the disputes provisions in the Contract Documents. Pending the Owner's final decision, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- 5) Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs and means and methods of execution. To be compensable, units

must be measured daily by the Contractor and approved in writing by the Owner or his authorized representative.

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

B. Allowance Accounts

- 1) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)".
  - a. The Allowance Account (General) can be used to reimburse the Contractor for (1) furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions and; (2) for performing construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes,

schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Values or amounts bid in the Bid Form to conform to actual quantities installed.

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

#### C. Deletion or Addition of Work

- 1) In the event the Owner exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered and the Contract Total Amount and Time may be adjusted as provided for in these Contract Documents by Change Order or by Work Order, as appropriate. The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. In the event of a dispute between Owner and Contractor as to the adjustment to the amount of time, the dispute shall be handled in accordance with these General Conditions.
- 2) Deleted Work - Lump Sum Bid Item(s): The Contractor shall credit the Owner for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the Architect/Engineer. If the reasonable value of the deleted work cannot be readily ascertained from the

Schedule of Values submitted in accordance with these General Conditions, or if requested by the Architect/Engineer, the Contractor shall supply all data required by the Architect/Engineer, including the actual agreements executed by the Contractor with the Subcontractors and suppliers affected by the deleted work, to substantiate the amount of the credit to be given the Owner. The Contractor shall also submit for the Owner's approval a revised schedule of values reflecting the work remaining under the Contract following the deletion.

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

D. Increased or Decreased Quantities (Unit Prices)

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

E. Extra Work

- 1) Except as otherwise expressly provided above, all additional work ordered, work changed or work deleted shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.

The Change Order shall include, as a minimum:

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

The Work Order shall include, at a minimum:

- a. Scope of work to be added, deleted or modified;
- b. Cost of work to be added, deleted or modified;
- c. The Contract time extension required to perform the work to be added, deleted or modified;
- d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

- 2) If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price for the Direct Costs for the performance of such work in accordance with this article. Indirect Costs for Work ordered, changed or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.

- a. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Change Order or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special equipment or machinery, which is made idle or inefficient by the Work ordered, changed or deleted, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.

- b. Costs of special equipment or machinery, not already mobilized on the site, approved by the Architect/Engineer, shall be calculated using the current issue of the Associated Equipment Distributors (AED) Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:
  - i. Between one (1) day and seven (7) days, use the daily rate.
  - ii. Between seven (7) days and thirty (30) days, use the weekly rate.
  - iii. Greater than thirty (30) days, use the monthly rate.
- c. For less than one (1) day hourly rates, use the daily rate divided by eight (8).
- d. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by forty (40), or the monthly rate divided by one hundred and seventy-six (176) as appropriate.
- e. Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by one hundred and seventy-six (176), per hour that the Special Equipment and Machinery is in use on the work plus any required re-mobilization.
- f. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of forty five (45) days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.
- g. Rental for special equipment and machinery, not already mobilized to the site, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributors' (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the work plus any required mobilization. Payment for special equipment and machinery already mobilized to the site shall not exceed the monthly rate stated in the AED standards divided by one hundred and seventy six (176) to establish a per hour rate that the special equipment and machinery is in use on the Work, plus any required re-mobilization.
- h. For indirect costs, the Contractor shall be allowed a percentage mark-up as set forth in Paragraph G. 2 below.

F. Differing Site Conditions

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

G. Force Account

- 1) If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the Extra Work will be performed on a Force Account basis as directed by the Architect/Engineer and paid for as specified below.
- 2) The following percentages will be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Contract Amount or for work performed on either a negotiated lump sum basis or a Force Account basis:
  - a. Extra Work Performed directly by Contractor's Own Forces: The Contractor may add up to a maximum fifteen percent (15%) mark-up on the actual Direct Cost of the Extra Work, subject to review and approval by the Architect/Engineer, as direct compensation for Overhead. A 10% mark-up will be added to all negotiated credit amounts for deleted work not performed to cover Overhead.
  - b. Extra Work Performed by a Subcontractor or any Sub-tier Subcontractor: The Subcontractor may add up to a maximum fifteen percent (15%) mark-up on the actual Direct Cost of the Extra Work as direct compensation for Overhead. The Contractor may add a five percent (5%) mark-up on the Subcontractor's actual Direct Cost as Contractor's Overhead. A 10% additional credit will be added to all Subcontractor negotiated credit amounts for deleted work not performed to cover quality control, supervision, coordination, overhead, small tools and incidentals.

3) In the event Extra Work is performed on a Force Account basis, then the Contractor and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the Architect/Engineer daily for approval, subject to audit.

- a. Comparison of Record: The Contractor, including its Subcontractor(s) of any tier performing the work, and the Architect/Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the Subcontractor performing the work, and the Architect/Engineer or their duly authorized representatives.
- b. Statement: No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
  - i. Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.
  - ii. Designation, dates, daily hours, total hours, rental rate, and extension of each unit of special machinery and equipment.
  - iii. Quantities of materials, prices, and extensions.
  - iv. Transportation of materials.

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

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

actual percentage of time that the equipment or machinery is required to be used on the force account work(s).

Special equipment or machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this section of the Contract.

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

#### H. Contractor Proposals - General

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

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

- a. Will result in a net reduction in the total Contract amount;
- b. Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features;
- c. Will not require an unacceptable extension of the Contract completion time; and

- d. Will require a change in the Contract Documents and such change is not already under consideration by the Owner.
  - i. The Owner may accept in whole or in part any proposal submitted pursuant to the previous paragraph on Value Engineering Change Proposals by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for a Contract change in the Contract price and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to one Value Engineering Change Proposal per Change Order. Net savings will be determined by deducting from the proposal's estimated gross savings (1) the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and (2) the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and Owner -furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purposes of this article, the applicable provisions of the Contract Documents shall be used to determine the equitable adjustment to the Contract price.
  - ii. The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to of this article. The decision of the Owner as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights or obligations of either party under the Contract.
  - iii. The Contractor shall have the right to withdraw part or all of any proposal he may make under Paragraph 2 of this article at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing to the Architect/Engineer. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60 day period he will be liable for the cost incurred by the Owner in reviewing the proposal.

- iv. The Contractor shall specifically identify any proposals under Paragraph 2 of this article with the heading "Value Engineering Change Proposal", or the proposal will be considered as made under Paragraph 1 of this article.
- 2) The Contractor, in connection with each proposal for a Contract Change Notice under this article, shall furnish the following information:
  - a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;
  - b. An analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);
  - c. A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Contractor;
  - d. A prediction of any effects the proposed change would have on collateral costs to the Owner such as government-furnished property costs, costs of related items, and costs of maintenance and operation;
  - e. A statement of the time by which a Contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule; and
  - f. Identification of any previous submission of the Value Engineering Change Proposal to the Owner, including the dates submitted, the numbers of the contracts involved, and the previous actions by the Owner.
- 3) The Contractor waives any and all claims relating to any delay that may arise out of a Value Engineering Change Proposal.

END OF ARTICLE

## 11. CLAIMS AND DISPUTES

(June 12, 2012)

### A. Notice of Claims

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

notice requirements above shall not be considered unless the Contractor submits with his claim proof showing that the Owner has not been prejudiced by the Contractor's failure to so comply and, in the event the Owner has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Owner will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

B. Claim Submittals

- 1) Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Owner to ascertain the basis and amount of said claims. In the case of continuing or 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:
- a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
  - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
  - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
  - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.
  - e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
  - f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
  - g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.
  - h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs: (1) home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor; (2) loss of anticipated profits on this or any other project, (3) loss of bonding capacity or capability; (4) losses due to other projects not bid upon; (5) loss of business opportunities; (6) loss of productivity on this or any other project; (7) loss of interest income on funds not paid; (8) costs to prepare,

negotiate or prosecute claims and (9) costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).

- i. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
  - j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay item and Construction Specification Institute (CSI) Division.
  - k. The documentation for budgeted cost shall, as a minimum, include:
    - i. Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.
    - ii. Copies of all executed subcontracts.
    - iii. Other related budget documents as requested by the Architect/Engineer.
  - l. The documentation for actual cost shall, as a minimum, include:
    - i. Time Sheets.
    - ii. Materials invoices
    - iii. Equipment invoices
    - iv. Subcontractors' payments
    - v. Other related documents as required by the Architect/Engineer.
  - m. The Contractor shall make all his books, employees, work sites and records available to the Owner or its representatives for inspection and audit.
  - n. No payment shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.
- 6) As indicated above, the Architect/Engineer and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay to the Contractor the amount of money it deems

reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.

- 7) Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be construed as a waiver, abandonment, or relinquishment of such claim.

### C. Disputes

- 1) The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Owner to settle disputes in lieu of the Department Director or OOM designee as specified below. In this case, the DRB alternative shall be specified by the individual department in the Special Provisions and, if utilized, shall supersede this dispute provision.
  - a. In the event the Contractor and Owner are unable to resolve their differences concerning any determination made by the Architect/Engineer or Owner on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or Owner may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
  - b. For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the Office of the Mayor (OOM). Decisions rendered by the Department Director or OOM designee shall not be binding but shall be admissible in a court of competent jurisdiction.
  - c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and Owner to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall

afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

- d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.
- e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.
- f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or

subcontractor claims. As indicated previously, the decision of the Department Director or OOM designee is not binding on the parties, but will be admissible in a court of competent jurisdiction.

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

#### D. Terminations

##### 1) Termination for Convenience

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

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

2) Termination for Default of Contractor

- a. The Contract may be terminated in whole or, from time to time in part, by the Owner for failure of the Contractor to comply with any requirements of the Contract Documents including but not limited to:
  - i. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved Schedule, or
  - ii. Failure to provide the Schedule for the Project by the date due, or
  - iii. Failure to provide adequate shop drawings by the dates indicated in the approved Schedule for the Project, or
  - iv. Failure to replace the superintendent in the time allotted, if required, or
  - v. Performing the work unsuitably or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or
  - vi. Violating the terms of the Contract or performing work in bad faith, or
  - vii. Discontinuing the prosecution of the work, or
  - viii. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
  - ix. Abandonment of the Contract, or
  - x. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or

- xi. Allowing any final judgment to stand against him unsatisfied for a period of 10 days, or
  - xii. Making an assignment for the benefit of creditors, or
  - xiii. For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.
- b. Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the Architect/Engineer or the Field Representative of the conditions which make termination of the Contract imminent. The Contract will be terminated by the Owner ten (10) days after said notice has been given to the Contractor and its Surety unless a satisfactory effort acceptable to the Owner has been made by the Contractor or its Surety to correct the conditions. If the Contractor fails to satisfactorily correct the conditions giving rise to the termination, the Owner may declare the Contract breached and send a written Notice of Termination to the Contractor and its Surety.
- c. The Owner reserves the right, in lieu of termination as set forth in this article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied. In the event of Termination for Default, the Owner also reserves the right, in cases where the damages calculated by the Owner are expected to exceed the amount the Owner anticipated recovering from the Surety, to withhold amounts for work already performed.
- d. In the event the Owner exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Owner shall have the option of finishing the work, through any means available to the Owner, or having the Surety complete the Contract in accordance with its terms and conditions. In case that the Owner decides to have the Surety take over the remaining performance of the Work, the time or delay between Notice of Default and start of work by the Surety is a non-excusable delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days after the Owner notifies the Surety of the Owner's decision to have the Surety complete the work, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.
- e. Payments for the various Bid Items listed in the Bid Form will constitute full compensation for all expenses incurred in consequence of discontinuance of all or any portion of the Work except as provided in this section of the Contract Documents. In no event will compensation be made for anticipatory profits or consequential

damages as a result of a discontinuance of all or any portion of the Work.

- f. The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the Owner to the affected Subcontractors and suppliers at any tier.
- g. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this article, it is determined for any reason that the Contractor was not in default under the provisions of this article, or that the Contractor was entitled to an extension of time under the Contract Documents, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the section of this article dealing with Termination for Convenience.

### 3) Termination for National Emergencies

- a. The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.
- b. When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

### 4) Implementation of Termination

- a. If the Owner cancels or terminates the Contract or any portion thereof, the Contractor shall stop all work on the date and to the extent specified in the Notice of Termination and shall:
  - i. Cancel all orders and Subcontracts, to the extent that they relate to the performance of the work terminated and which may be terminated without costs;
  - ii. Cancel and settle other orders and Subcontracts, except as may be necessary for completion of such portion of the Work not terminated, where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Field Representative;
  - iii. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner, to the extent it may require, which

approval or ratification shall be final for the purposes of this Article;

- iv. Transfer title and deliver to the Owner, in the manner, at the time, and to the extent, if any, directed by it, in accordance with directions of the Field Representative, all fabricated or un-fabricated parts, all materials, supplies, work in progress, completed work, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid;
- v. Assign to the Owner in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner will have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- vi. Deliver to the Field Representative As-Built Documents, complete as of the date of cancellation or termination, plans, Shop Drawings, sketches, permits, certificates, warranties, guarantees, specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work.
- vii. Perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto. The Contractor shall also take such action as may be necessary, or as the Architect/Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- viii. Complete performance of each part of the work not terminated by the Notice of Termination;
- ix. Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner, property of the types referred to above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner to the

Contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;

- x. Termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.
- xi. In arriving at the amount due the Contractor under this article, there will be deducted, (1) any claim which the Owner may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the Owner.

5) Suspension of Work

- a. The Owner reserves the right to temporarily suspend execution of the whole or any part of the Work without compensation to the Contractor.
- b. In case the Contractor is actually and necessarily delayed by any act or omission on the part of the Owner, as determined by the Owner in writing, the time for completion of the Work shall be extended by the amount of the time of such delay as determined by the Owner, and an allowance may be made for actual direct costs, if any, which may have been borne by the Contractor. Such requests for additional time and/or compensation must be made in accordance with the applicable sections of the Contract Documents.
- c. Only the actual delay necessarily resulting from the causes specified in this Article, shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension will be granted for the delay.
- d. In case the Contractor is actually and necessarily delayed in the performance of the Work from one or more of the causes specified in this Article, the extension of time to be granted to the Contractor shall be only for such portion of the Work so delayed. The Contractor shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Work. If the Contractor shall be so delayed as to a portion of the Work he shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work. No demand by the Contractor that the Owner determine and certify any matter of extension of time for the completion of the Work or any part thereof will be of any effect whatsoever unless the demand

be made in writing at least 30 days before the completion date of the Work or any part thereof for which Liquidated Damages are established when meeting those dates is claimed to have been delayed by a suspension under this Article. Owner's determination as to any matter of extension of time for completion of the Work or any part thereof shall be binding and conclusive upon the Contractor.

- e. Permitting the Contractor to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such periods shall not operate as a waiver on the part of the Owner of any rights under this contract.
- f. The Contractor shall insert in each subcontract a provision that the Subcontractor shall comply immediately with a written order of the Owner to the Contractor to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.

END OF ARTICLE

## 12. MISCELLANEOUS PROVISIONS

(June 12, 2012)

### A. Third Party Beneficiary

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

### B. Venue

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

### C. Governing Laws

- 1) The Contractor shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida and Miami-Dade County including but not limited to the Florida Building Code and the provisions of the Code of Miami-Dade County governing Community Small Business Enterprises (CSBEs) as applicable.
- 2) Specifically, the Contractor and his Subcontractors shall comply with Miami-Dade County Resolution Nos. R-1386-09 and R-138-10 governing the treatment of CSBE firms.
- 3) In addition the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, regarding how documents to which the Contractor has access are handled, copied, and distributed, particularly documents that contain sensitive security information.

### D. Successors and Assigns

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

### E. Written Notice

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

- 2) Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered or certified mail to the individual identified in the Special Provisions.

#### F. Indemnification

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

#### G. Audit Rights

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

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

## 2) Inspector General

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

elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.

- c. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to Project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.
- d. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
  - i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
  - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- f. The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and

all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

- g. Nothing in this section shall impair any independent right to the Owner to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Owner by the (Contractor/Vendor/Consultant) or third parties.

H. Severability

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

I. Payment and Performance Bonds

- 1) The Contractor shall, as a condition of contract, provide to the County two separate bonds, one bonding payment and one bonding performance. Each bond shall be for no less than 100% of the total maximum contract amount. The payment bond and performance bond shall be in the forms requested under Sections 713.23 and 255.05, respectively, of the Florida Statutes. These bonds shall be in substantial compliance with the requirements of the forms attached hereto as \_\_\_\_\_.

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

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

- 2) On Contract amounts of \$500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.
- b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

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

- 3) For Contracts in excess of \$500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- 4) Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- 5) The attorney-in-fact or other officer who signs Payment and Performance Bonds for a surety company must file with such Bonds a certified copy of his/her power of attorney authorizing him/her to do so.
- 6) The cost of the Bonds shall be included in the Bid.
- 7) The required Bonds shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.
- 8) The Bonds shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.
- 9) In the event the Surety on the Payment and Performance Bonds given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given good and sufficient Bonds in lieu of Bonds executed by such Surety.
- 10) Cancellation of any Bonds, or non-payment by the Contractor of any premium for any Bonds required by this Contract, shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

#### J. Insurance

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

#### K. Conflict of Interest

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

#### L. Rights in Shop Drawings

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

#### M. Patent and Copyright

- 1) If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the Field Representative, and the Architect/Engineer from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.
- 2) The Contractor shall warrant that the materials, equipment or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. The Contractor shall defend, or may settle, at his expense, any suit or proceeding against the Owner or the Architect/Engineer so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay all damages and costs awarded therein against the Owner or the Architect/Engineer due to such breach. The Contractor shall

report to the Architect/Engineer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Owner when requested, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.

- 3) The Contractor shall bear all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work. In such case materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at his expense shall:
  - a. Secure for the Owner the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
  - b. Replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices or processes; or
  - c. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sum paid therefore without prejudice to any other rights of the Owner.
- 4) The preceding paragraph shall not apply to any materials, equipment or devices, specified by the Owner or the Architect/Engineer or manufactured to the design of the Owner or the Architect/Engineer or in accordance with the details contained in the Contract Documents; and as to any such materials, equipment or devices the Contractor assumes no liability whatsoever for patent or copyright infringement and the Owner will hold the Contractor harmless against any infringement claims arising therefrom.
- 5) Patent rights to patentable invention, item or ideas of every kind or nature arising out of the Work, as well as information, designs, specifications, know-how, data and findings shall be made available to the Government for public use, unless the Owner shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.
- 6) The sense of this article shall be included in all subcontracts. The foregoing states the entire liability of the Contractor for patent or copy infringement by use of said materials, equipment or devices.

#### N. Historical, Scientific and Archaeological Discoveries

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

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

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

END OF ARTICLE