

CONTRACT SPECIFICATIONS

DEPARTMENT OF TRANSPORTATION
& PUBLIC WORKS
DESIGN AND ENGINEERING DIVISION

BID DOCUMENTS

EMERGENCY RESPONSE FOR
ESCALATOR WORK AT ADRIENNE ARSHT
CENTER METROMOVER STATION

CONTRACT NO. CICC 7360 PLAN

RPQ NO.: TP-0000017471

JULY 2023



RPQ NO.: TP-0000017471

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 - CICC 7360-0/08RPQ No: TP-0000017471**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 EMail, attention to Clerk of the Board at clerkbcc@miamidade.gov no later than 7/14/2023 at 02:00 PM. If you have any questions, contact Marco Movilla at 305/528-3251.

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:	7/14/2023	Time Due:	02:00 PM	Submitted Via:	EMail	SBE-Con. Level:	N/A
Estimated Value:	\$1,200,000 (excluding Contingencies and Dedicated Allowances)						
Project Name:	Emergency Response for Escalator Work at Adrienne Arsht Center Metromover Station						
Project Location:	1455 Biscayne Boulevard, Miami, FL 33132						
License Requirements:	Primary:	General Mechanical, Master; Elevator Contractor License; Roofing Contractor; General Building Contractor; General Engineering					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). Miami-Dade County Department of Transportation and Public Works (DTPW) is seeking proposals from qualified Contractors to provide labor, material, equipment, machinery, tools, parts, lighting, maintenance of traffic, permits and perform all incidental work required for the removal and replacement of the existing escalator, canopy, including lighting and any ancillary work to deliver a fully operational system.</p> <p>Work requires removal and safe disposal of the existing escalator equipment and canopy structure over the escalator. The limits of the canopy structure include the canopy over the escalator and adjacent staircase. Contractor to furnish and install new lighting system meeting the minimum lumen requirements defined in the applicable ASME A17.1 Safety Code for Elevators and Escalators. The escalator shall be a commercial, high-traffic public heavy-duty transit grade, designed for outdoor applications that can be installed in the existing escalator footprint. Contractor to furnish and install all electrical equipment for the escalator, pit, and machine room to include, lighting, GFCI receptacles and electrical disconnects, as required by NFPA 70 National Electrical Code and ASME A17.1 Safety Code for Elevators and Escalators.</p> <p>The canopy structure over the escalator and adjacent stairway must be constructed to meet the requirements of the Florida Building code and shall be equipped with a lighting system to meet the required lumens. The canopy must have louvered side panels to protect the patrons and equipment from blowing rain.</p> <p>Contractor to procure the required permits and coordinate or obtain permits with local jurisdictions, Office of Elevator Safety and the State of Florida as required. Contractor to deliver a fully functional escalator with certificate of operation issued by the authority having jurisdiction, Office of Elevator Safety. Similarly, all construction permits related to the completed canopy structure must be closed.</p>						
Document Pickup:	Contact:	Capital Improvements Division	Phone No:	305-375-2930	Date:	7/5/2023	
	Location:	111 NW 1 Street, Suite 1410					
Pre-Bid Meeting::	YES	Mandatory:	No	Date:	7/10/2023	Time:	03:00 PM
	Location:	1455 Biscayne Boulevard, Miami, FL 33132					
Site Meeting:	YES	Mandatory:	No	Date:	7/10/2023	Time:	03:00 PM
	Location:	1455 Biscayne Boulevard, Miami, FL 33132					
Bid shall be submitted to:	Contact:	Clerk of the Board					
	Address:	111 NW 1 Street, Suite 1710					
	Email:	clerkbcc@miamidade.gov				FAX #:	
Type of Contract:	Multiple Trade			Method of Award:			
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		
Prevailing Wage Rate Required:	Building Construction	Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO
						Amount:	
SBE-Con. Requirements:	NO	Percentage:	0.00%	SBD Certificate of Assurance Form Required:		NO	
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:		NO	
CWP Requirements:	NO	Percentage:	0.00%				
SBE-S Requirements	NO	Percentage:	0.00%				
SBE-G Requirements	NO	Percentage:	0.00%				

Liquidated Damages:	YES	\$\$ Per Day:	\$1,699.00		
Trade Set-a-side:	NO	If Yes, Trade =			
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:	YES	Specifications Included:	NO
Anticipated Start Date:	7/19/2023		Calendar Days for Project Completion:	180	
Comments:	<p>EMPLOY MIAMI-DADE PROGRAM 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. 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</p> <p>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, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply with the following: (i) prior to working on the project, all persons employed by the contractor or subcontractor 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 51% of all construction labor hours performed by Miami-Dade County residents.</p> <p>Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.</p> <p>Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).</p> <p>LICENSE REQUIREMENTS:</p> <p>The Contractor and its applicable subcontractors and employees shall hold and maintain for the term of this contract, all federal, state, and local licenses, certificates of competency required to perform the work, trade licenses, and specialized licenses for the installation of the escalator equipment and any other work that may be required. The Contractors elevator mechanics and/or technicians shall hold certificate of competency as certified elevator technician or as certified elevator inspector, issued by the State of Florida's Department of Business and Professional Regulation as required by Florida Statute Chapter 399 as amended from time to time. The Contractor shall remain in compliance with Miami-Dade County Code, Section 10-3(B) by ensuring that it or its subcontractor holds a valid registration for elevator maintenance services Work issued by the State of Florida, Bureau of Elevator Safety, qualifying the selected contractor or subcontractor to perform the Work required by this contract.</p> <p>Additional Requirements: During the course of work: 1) Protect work areas with barricades of sufficient size to limit entrance of unauthorized personnel to the construction area. 2) The use of the Metromover Station during service hours shall not be interrupted. 3) Coordinate material delivery and storage with the identified DTPW representative and/or Construction Engineering Inspector (CEI). 4) Provide additional Insurance requirements. 5) Provide performance and payment bond. 6) Comply with Miami Dade County Prevailing wages for building. 7) Comply with all requirements of the Miami Dade County MCC 7360 Plan, Inclusive of, but not limited to Inspector General Requirements (IG ¼ of 1% deduction for payments), User Access Fee (UAP 2% deduction for payments), Community Workforce Program (CWP), if applicable.</p> <p>INDEMNIFICATION AND INSURANCE REQUIREMENTS</p> <p>The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:</p> <p>A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.</p>				

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.

BID DOCUMENTS:

Bidding documents may be obtained by logging into <https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations>.

ADDENDUMS - RFI'S:

All RFI requests should be e-mailed to marco.movilla@miamidade.gov while copying the Clerk of the Board (clerkbcc@miamidade.gov).

Addendums and requests for information (RFI) will be sent to contractors who pick up documents at 111 NW 1st Street. Contractors who wish to download the solicitation and contract documents will be responsible to download the Addendums and RFI's. 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>.

All document holders must provide a dedicated e-mail address. The Department will only be sending addendums and RFI's by e-mail and posting online at the aforementioned link. The bidders list will be updated every Friday during the 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 Services Department, Procurement Management Division, updated definitions along with the "Affirmation of Vendor Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to award.

PRE BID MEETING AND SITE VISIT MEETING

Pre-Bid Meeting and Site Visit Meeting will be held on Monday, July 10, 2023, at 03:00 P.M. at Adrienne Arsht Center Metromover Station, 1455 Biscayne Boulevard, Miami, FL 33132

BID SUBMITTAL DUE DATE:

Bid Submittal Time and Location: Friday, 2:00 P.M., July 14th, 2023, Via Email to Marco.Movilla@miamidade.gov, copying the Clerk of the Board (clerkbcc@miamidade.gov), alfredo.munoz@miamidade.gov and katherine.fernandez@miamidade.gov.

DISCLOSURE:

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

The Contractor shall furnish to **Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, Suite 1410, Miami FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

- 7360 RPQs are NOT SBE-Con 100% Set-aside solicitation, however the RPQ may be assigned a SBE-Con Trade set-aside and goal. The SBE-Con Trade-aside and goal if applicable will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Prime Contractors submitting a bid for RPQ/Project with a Small Business Measures (s) MUST submit the Small Business Development "CERTIFICATE OF ASSURANCE" form properly completed, signed and notarized with their bid document at the time of Bid Submittal. FAILURE TO SUBMIT THE REQUIRED CERTIFICATE OF ASSURANCE FORM AT THE TIME OF BID SUBMISSION SHALL RENDER THE BID NON COMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY.
- 7360 RPQs Federally Funded may be subject to the Disadvantaged Business Enterprise (DBE) Program. The DBE goal will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- 7040 and 7360 RPQs with an estimated project value in excess of \$700,000.00 may be assigned a Small Business Enterprise Goods (SBE-G) or Small Business Services (SBE-S) program goal. The SBE-G or SBE-S goal if applicable will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All RPQs with an estimated project value \$100,000 or above are subject to Responsible Wage Rates. The wage rate will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Projects, where price (Proposals/Bids) received are in excess of \$200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

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

Request for Price for Emergency Work
Emergency Response for Escalator Work at Adrienne Arsht Center - Metromover Station

Location: 1455 Biscayne Boulevard, Miami, Florida 33132.

Scope of Work:

Miami-Dade County Department of Transportation and Public Works (DTPW) is seeking proposals from qualified Contractors to provide labor, material, equipment, machinery, tools, parts, lighting, maintenance of traffic, permits and perform all incidental work required for the removal and replacement of the existing escalator, canopy, including lighting and any ancillary work to deliver a fully operational system.

Work requires removal and safe disposal of the existing escalator equipment and canopy structure over the escalator. The limits of the canopy structure include the canopy over the escalator and adjacent staircase. Contractor to furnish and install new lighting system meeting the minimum lumen requirements defined in the applicable ASME A17.1 Safety Code for Elevators and Escalators. The escalator shall be a commercial, high-traffic public heavy-duty transit grade, designed for outdoor applications that can be installed in the existing escalator footprint. Contractor to furnish and install all electrical equipment for the escalator, pit, and machine room to include, lighting, GFCI receptacles and electrical disconnects, as required by NFPA 70 National Electrical Code and ASME A17.1 Safety Code for Elevators and Escalators. The canopy structure over the escalator and adjacent stairway must be constructed to meet the requirements of the Florida Building code and shall be equipped with a lighting system to meet the required lumens. The canopy must have louvered side panels to protect the patrons and equipment from blowing rains.

Contractor to procure the required permits and coordinate or obtain permits with local jurisdictions, Office of Elevator Safety and the State of Florida as required.

Contractor to deliver a fully functional escalator with certificate of operation issued by the authority having jurisdiction, Office of Elevator Safety. Similarly, all construction permits related to the completed canopy structure must be closed.

Warranty:

Work must be warranty for a period of 1 year after acceptance of work and close out of permits. Warranty will include all parts, labor material equipment and any incidentals or required fees required to replace/repair the damaged item. If a component fails within the first year of final acceptance, the warranty period will commence to run again for a period of one (1) year. All manufacturer warranties are to be transferred to the County. Contractor must respond to break downs in a period of less than 4 hours. Failing to respond will result in claims from the County to the bonding company.

Additional Requirements:

During the course of work:

- 1) Protect work areas with barricades of sufficient size to limit entrance of unauthorized personnel to the construction area.
- 2) The use of the Metromover Station during service hours shall not be interrupted.
- 3) Coordinate material delivery and storage with the identified DTPW representative and/or Construction Engineering Inspector (CEI).

- 4) Provide additional Insurance requirements.
- 5) Provide performance and payment bond.
- 6) Comply with Miami Dade County Prevailing wages for building.
- 7) Comply with all requirements of the Miami Dade County MCC 7360 Plan, Inclusive of, but not limited to Inspector General Requirements (IG ¼ of 1% deduction for payments), User Access Fee (UAP 2% deduction for payments), Community Workforce Program (CWP), if applicable.

License Requirements:

The Contractor and its applicable subcontractors and employees shall hold and maintain for the term of this contract, all federal, state, and local licenses, certificates of competency required to perform the work, trade licenses, and specialized licenses for the installation of the escalator equipment and any other work that may be required. The Contractors elevator mechanics and/or technicians shall hold certificate of competency as certified elevator technician or as certified elevator inspector, issued by the State of Florida's Department of Business and Professional Regulation as required by Florida Statute Chapter 399 as amended from time to time. The Contractor shall remain in compliance with Miami-Dade County Code, Section 10-3(B) by ensuring that it or its subcontractor holds a valid registration for elevator maintenance services Work issued by the State of Florida, Bureau of Elevator Safety, qualifying the selected contractor or subcontractor to perform the Work required by this contract.

Measurement and Payment:

All Work specified above to be included under the following pay items. No additional compensation will be made for procurement of permits, mobilization, bonds, insurance, maintenance of traffic or any incidentals, all cost to be included under the following pay items:

Item	Description	Unit	Qty	Price
1	Escalator Removal and Replacement	LS	1	
2	Canopy Removal and Replacement	LS	1	
3	Lighting-Fully operational-All inclusive	LS	1	
Total				

Company Name _____

Address _____

Phone, E-mail _____

FEI Number _____

License/Cert Number _____

Principal Name _____

Signature:

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 - CICC 7360-0/08
RPQ No: TP-0000017471

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Emergency Response for Escalator Work at Adrienne Arsht Center Metromover Station

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

Bidder's Company Name: _____

Company Address: _____

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

Telephone No: _____ **Fax No:** _____ **Email:** _____

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

Name of Person Submitting Quote (Print): _____

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

Signature: _____ **Date:** _____

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

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 **EMERGENCY RESPONSE FOR ESCALATOR WORK AT ADRIENNE ARSHT CENTER METROMOVER STATION**, RPQ/Project No. **TP-0000017471** (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

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

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venture)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

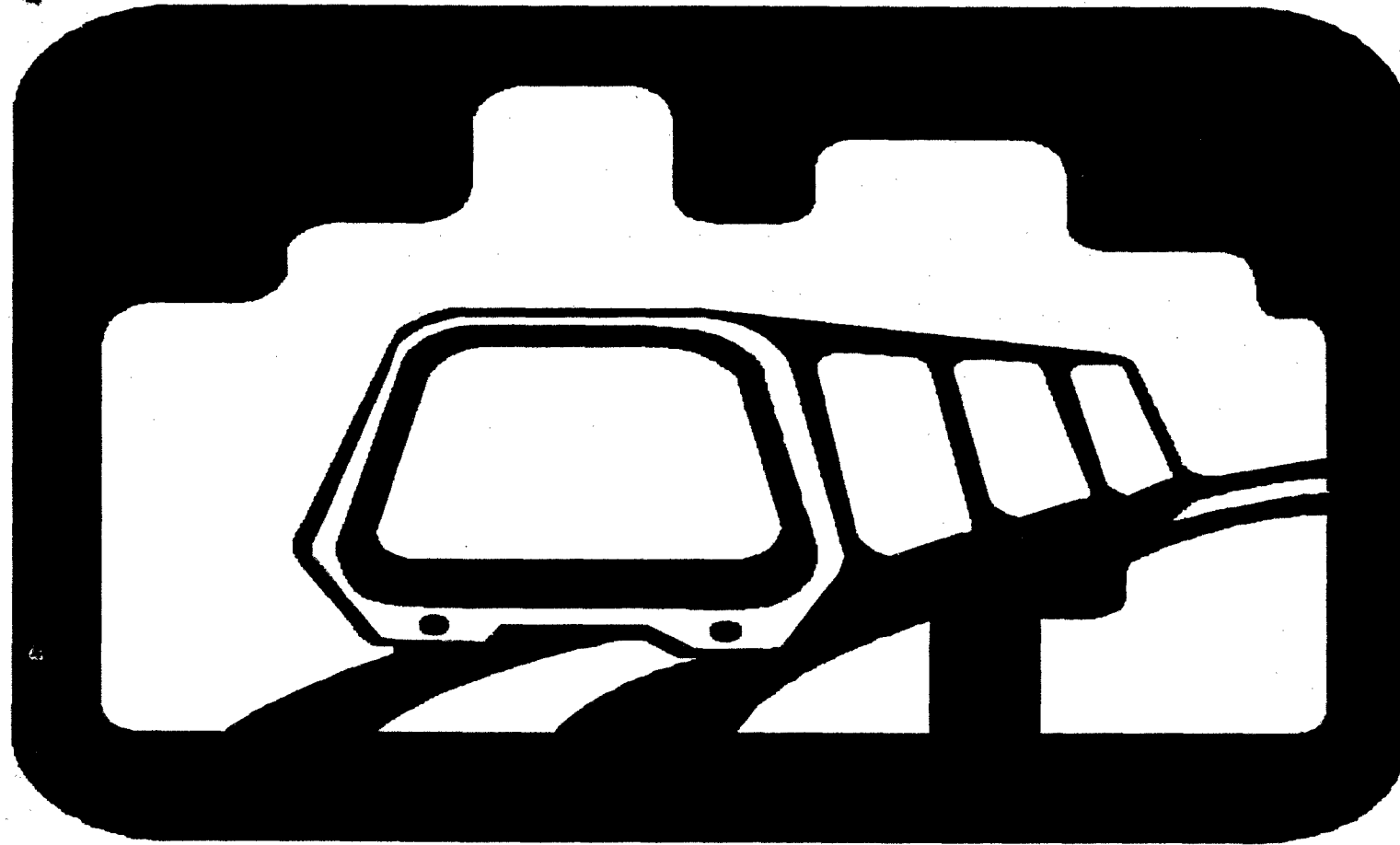
(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

METROMOVER EXTENSION PROJECT



**ESCALATOR COVERS
CONTRACT No. TA92-MR4**

JANUARY 1993



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSPORTATION ADMINISTRATION**



FLORIDA DEPARTMENT OF TRANSPORTATION



CITY OF MIAMI



METROPOLITAN DADE COUNTY

OMNI EXTENSION

Submitted by:

**PARSONS, BRINKERHOFF, QUADE & DOUGLAS, Inc.
SPILLIS CANDELA & PARTNERS, Inc.**

BRICKELL EXTENSION

Submitted by:

**POST, BUCKLEY, SCHUH & JERNIGAN, Inc.
ARCHITECTS INTERNATIONAL, Inc.**

ESCALATOR CANOPY

INDEX OF DRAWINGS - OMNI EXTENSION

001 0-001 Cover Sheet
002 0-002 Index of Drawings

Freedom Tower Station

003 0-AR-100 - Escalator Canopy Plan and Elevation
004 0-SE-100 - Escalator Canopy Section and Detail
005 0-EE-100 - Escalator Canopy Lighting

Park West Station

006 0-AR-200 - Escalator Canopy Plan and Elevation
007 0-SE-200 - Escalator Canopy Section and Detail
008 0-EE-200 - Escalator Canopy Lighting

N.E. 11 St. Station

009 0-AR-300 - Escalator Canopy Plan and Elevation
010 0-SE-300 - Escalator Canopy Section and Detail
011 0-EE-300 - Escalator Canopy Lighting

Bicentennial Park Station

012 0-AR-400 - Escalator Canopy Plan and Elevation
013 0-SE-400 - Escalator Canopy Section and Detail
014 0-EE-400 - Escalator Canopy Lighting

Omni Station

015 0-AR-550 - Escalator Canopy Plan and Elevation
016 0-SE-550 - Escalator Canopy Section and Detail
017 0-EE-550 - Escalator Canopy Lighting

School Board Station

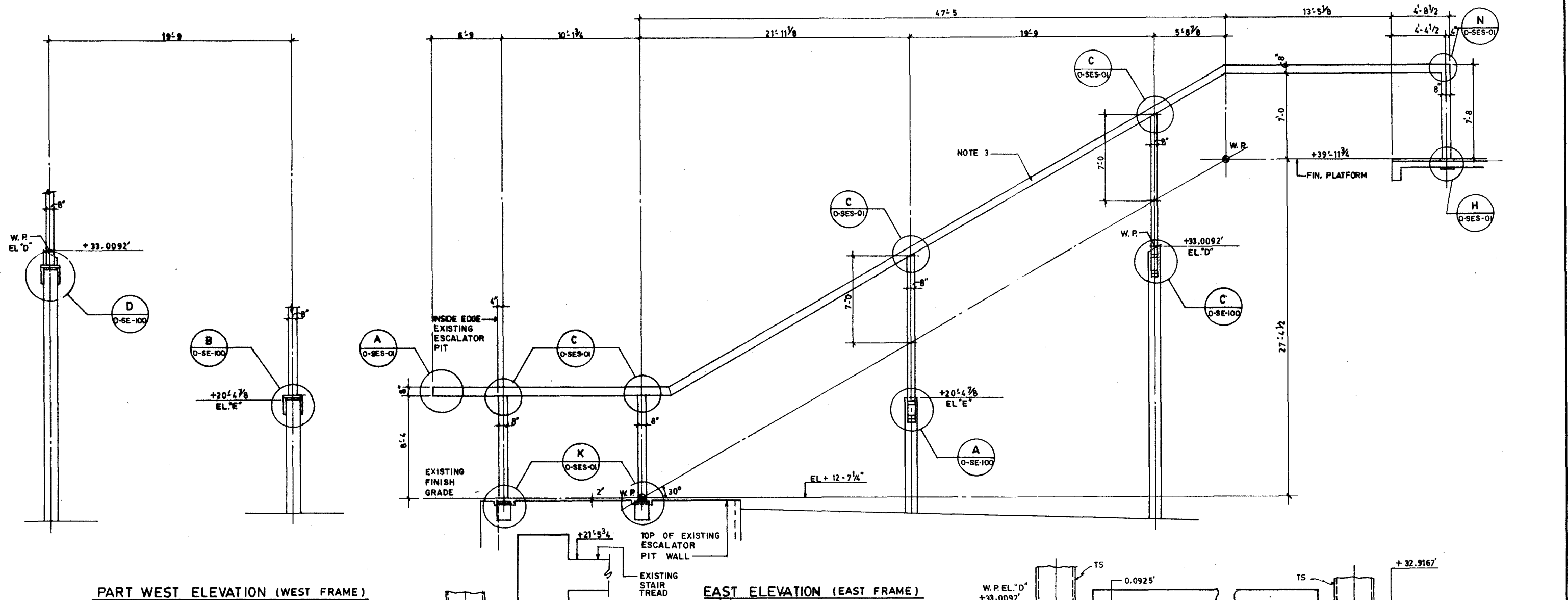
018 0-AR-600 - Escalator Canopy Plan and Elevation
019 0-SE-600 - Escalator Canopy Section and Details
020 0-EE-600 - Escalator Canopy Lighting

Standard Drawings

021 0-ARS-1 - Standard Architectural Detail
022 0-SES-1 - Standard Structural Detail

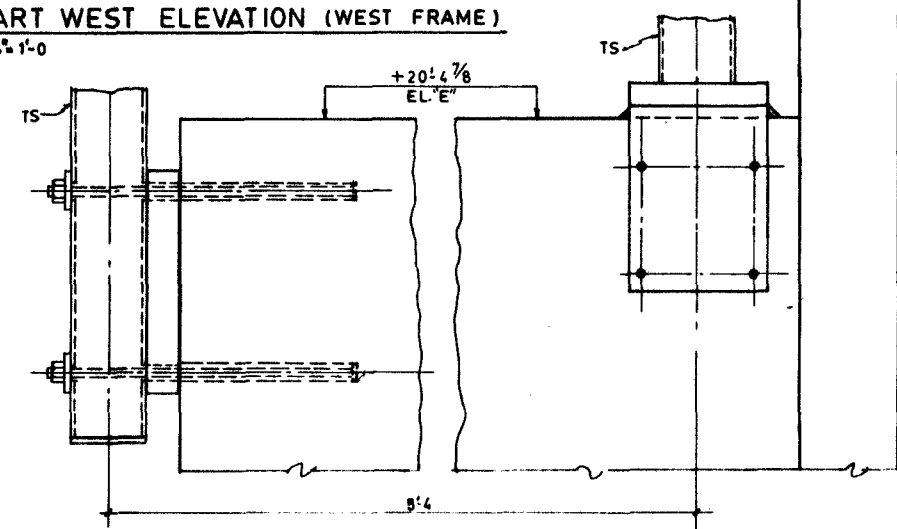
TO THE BEST OF OUR KNOWLEDGE, THIS PLAN
AND THE SPECIFICATIONS APPLYING TO IT,
COMPLY WITH APPLICABLE MINIMUM
BUILDING CODES.

<table border="0"> <tr> <td>O.L.</td> <td>1-21-93</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Designed</td> <td>Date</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>P.M.</td> <td>1-21-93</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Drawn</td> <td>Date</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>O.L.</td> <td>1-21-93</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Checked</td> <td>Date</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A.A.</td> <td>1-21-93</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Approved</td> <td>Date</td> <td>No.</td> <td>Date</td> <td>By</td> <td>App.</td> <td>Revisions</td> <td></td> <td></td> <td></td> </tr> </table>										O.L.	1-21-93									Designed	Date									P.M.	1-21-93									Drawn	Date									O.L.	1-21-93									Checked	Date									A.A.	1-21-93									Approved	Date	No.	Date	By	App.	Revisions				<table border="0"> <tr> <td colspan="10">METROMOVER EXTENSION PROJECT</td> <td colspan="2">OMNI EXTENSION</td> </tr> <tr> <td colspan="5"> Metropolitan Dade County Public Works Department Transit Engineering & Construction </td> <td colspan="5"> Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners </td> <td colspan="2"></td> </tr> <tr> <td colspan="5"> ISSUED FOR BIDDING 1/21/93 </td> <td colspan="5"> Approved Date JAN. -1993 </td> <td colspan="2"> Approved Date </td> </tr> <tr> <td colspan="5"></td> <td colspan="5"></td> <td colspan="2"> Scale Drawing 0-002 Sheet TA92-MN4-002 </td> </tr> </table>										METROMOVER EXTENSION PROJECT										OMNI EXTENSION		Metropolitan Dade County Public Works Department Transit Engineering & Construction					Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners							ISSUED FOR BIDDING 1/21/93					Approved Date JAN. -1993					Approved Date												Scale Drawing 0-002 Sheet TA92-MN4-002	
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PART WEST ELEVATION (WEST FRAME)

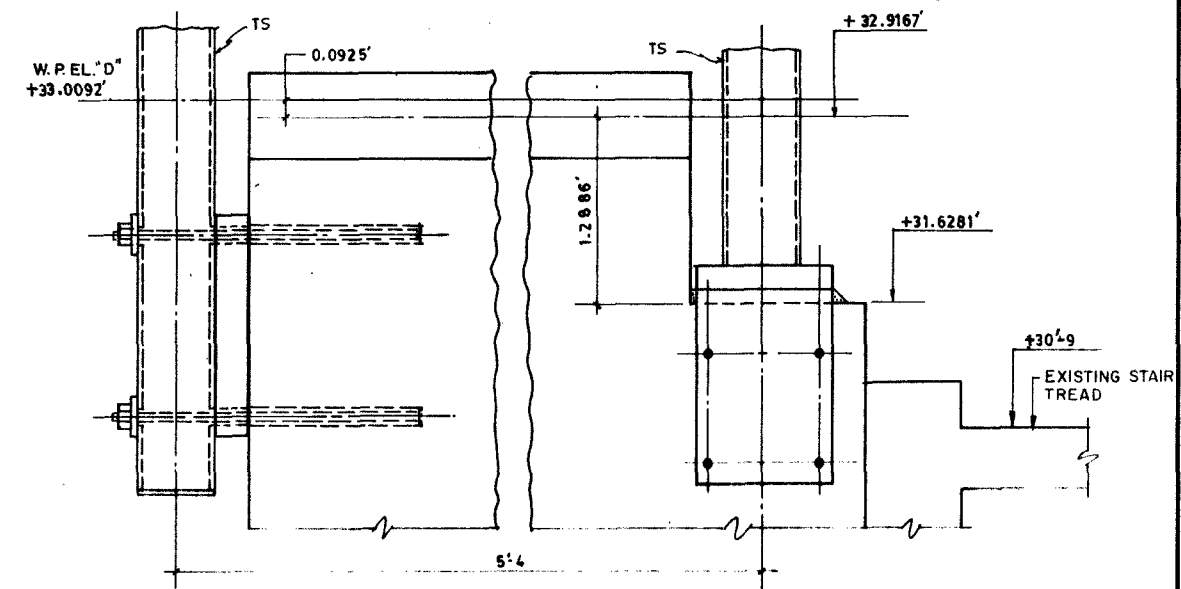
1/4" = 1'-0"



EAST ELEVATION (EAST FRAME)

1/4" = 1'-0"

- NOTES:**
1. COLUMNS: TS 8 x 6 x 1/4 FY=46 KSI.
 2. BEAMS: TS 8 x 6 x 3/16 FY=46 KSI.
 3. PROVIDE CUT-OUT AT EACH ELECTRIC LIGHT FIXTURE SHOWN ON DWG. O-EE-100
 4. HOT DIP GALV. ALL AFTER FABRICATION.
 5. PROVIDE WEST FRAME OPPOSITE HAND TO EAST FRAME U.O.N.



TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT, COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

A DETAIL
O-SE-100 1/2" = 1'-0"

E DETAIL
O-SES-01 FOR TOP VIEW AND FOR CONSTRUCTION DETAILS

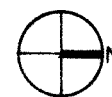
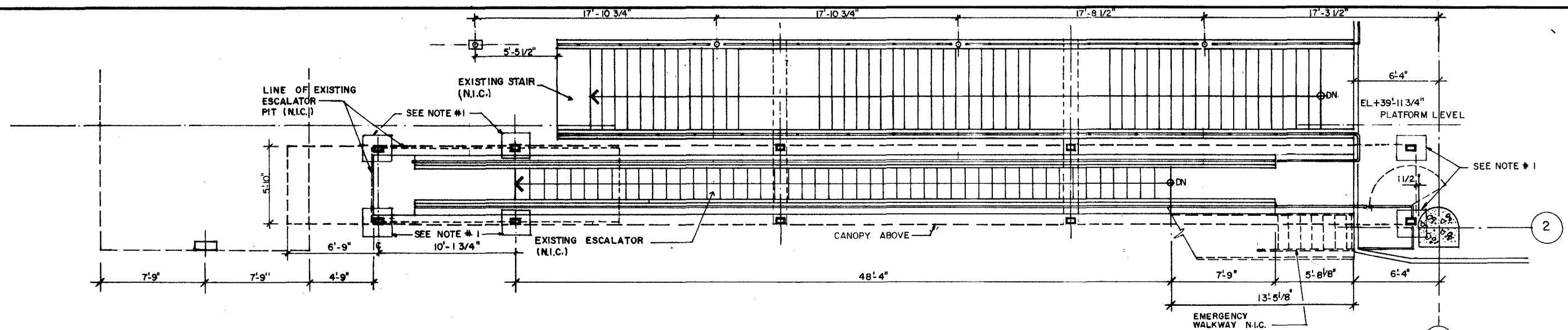
B DETAIL
O-SE-100 1/2" = 1'-0"

C DETAIL
O-SE-100 1/2" = 1'-0"

D DETAIL
O-SES-01 FOR TOP VIEW AND FOR CONSTRUCTION DETAILS

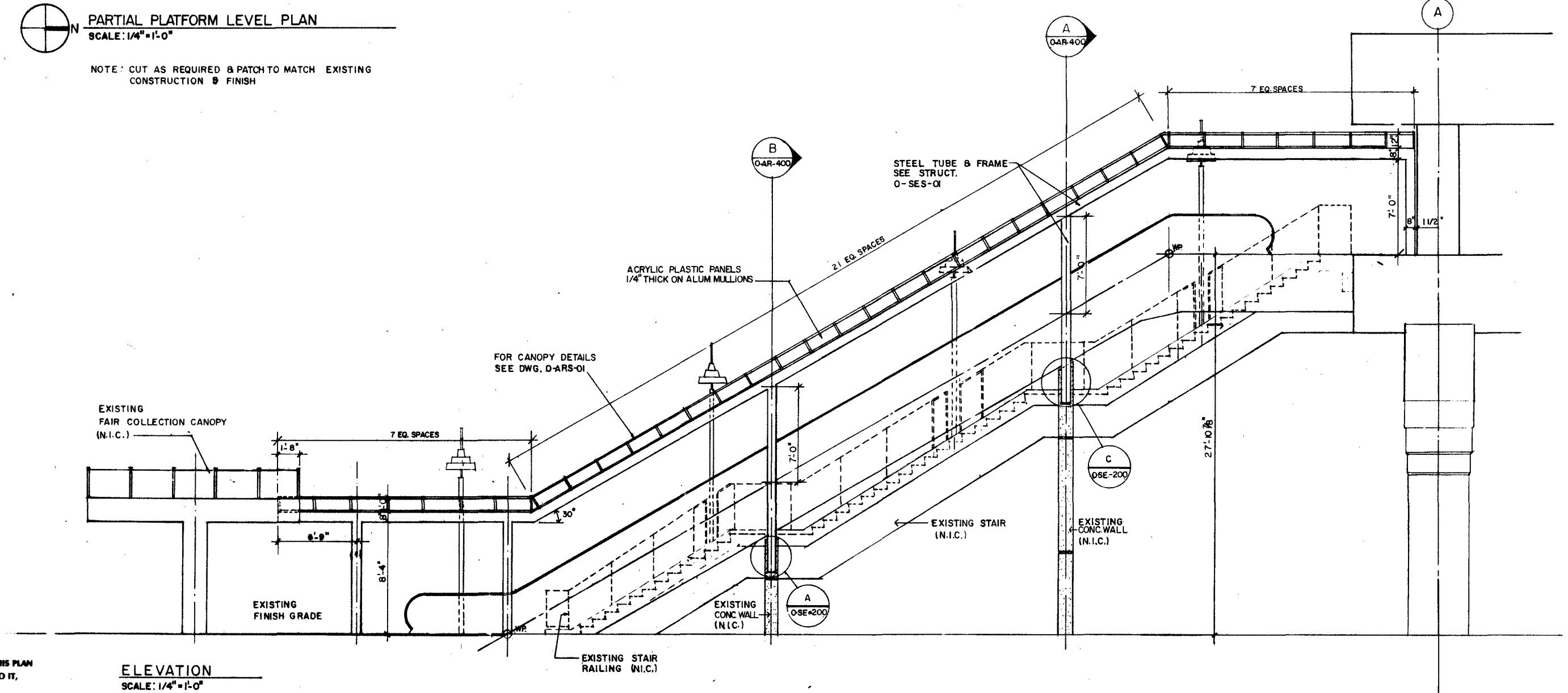
D DETAIL
O-SE-100 1/2" = 1'-0"

METROMOVER EXTENSION PROJECT										OMNI EXTENSION			
Metropolitan Dade County Public Works Department Transit Engineering & Construction					Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners					FREEDOM TOWER STATION ESCALATOR CANOPY FRAMING			
J.L.C.	1-21-93												
Designed	Date												
R.A.	1-21-93												
Drawn	Date												
J.L.C.	1-21-93												
Checked	Date												
W.R.H.	1-21-93												
Approved	Date												
No.	Date	By	App.	Revisions	ISSUED FOR BIDDING 1-21-93					Scale AS SHOWN			
					Approved [Signature] Date JAN. - 1993					Drawing O-SE-100 Sheet TA92-MR4-004			



PARTIAL PLATFORM LEVEL PLAN
SCALE: 1/4" = 1'-0"

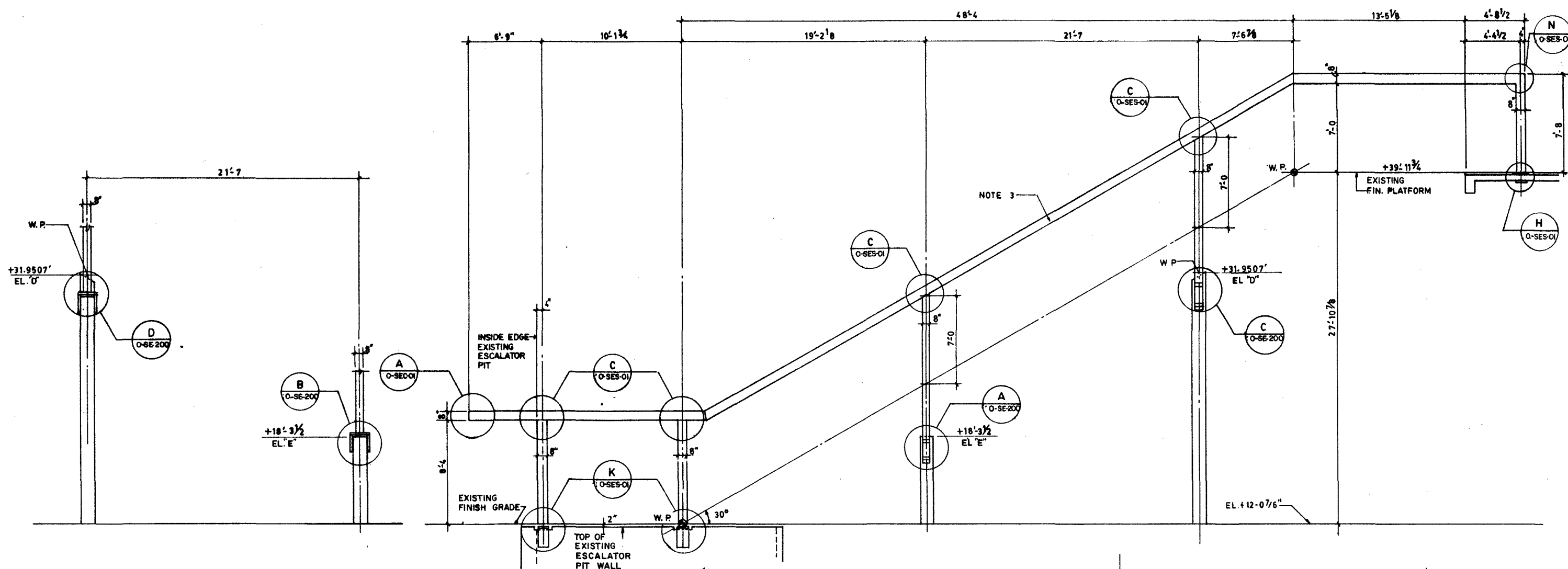
NOTE: CUT AS REQUIRED & PATCH TO MATCH EXISTING CONSTRUCTION & FINISH



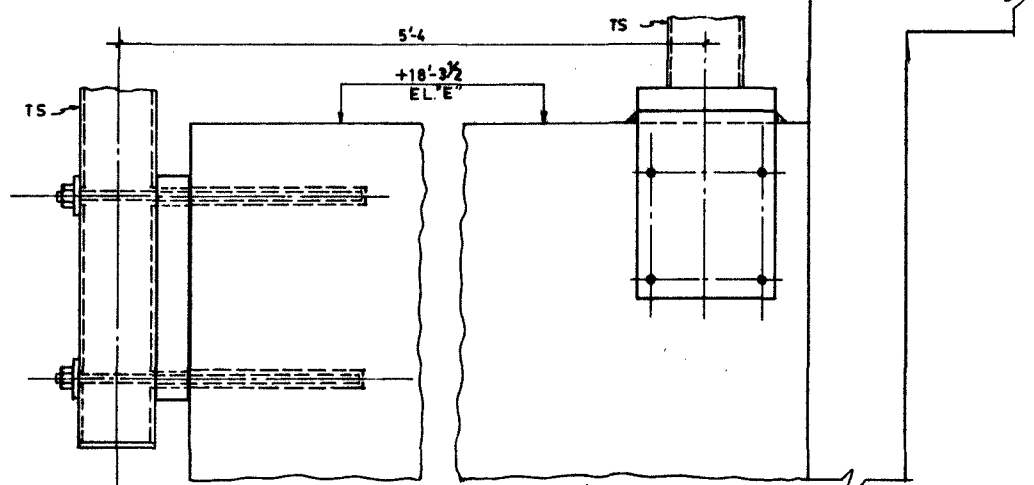
ELEVATION
SCALE: 1/4" = 1'-0"

TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT, COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

O.L. 1-21-93										METROMOVER EXTENSION PROJECT										OMNI EXTENSION									
Designed Date 1-21-93										Metropolitan Dade County Public Works Department Transit Engineering & Construction					Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners					PARK WEST STATION ESCALATOR CANOPY PLAN AND ELEVATION									
C.G. Drawn Date 1-21-93																													
Q.L. 1-21-93																													
Checked Date 1-21-93																													
A.A. 1-21-93																													
ISSUED FOR BIDDING 1/21/93																													
Approved Date										No.	Date	By	App.	Revisions	Approved Date JAN. - 1993					Approved		Date	Scale 1/4" = 1'-0"	Drawing 0-AR-200	Sheet TA92-MR4-006				
Chk.																													

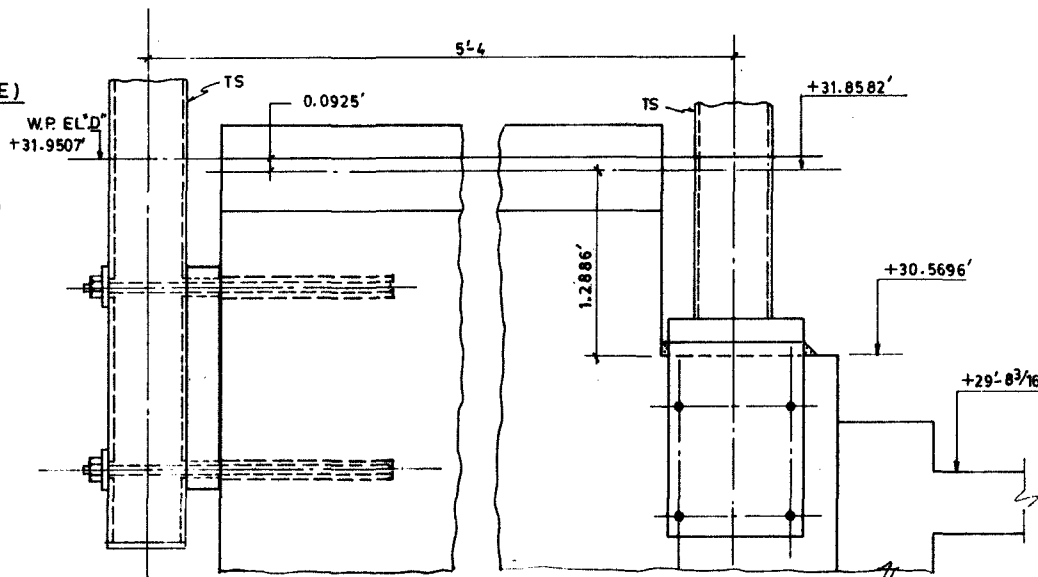


PART WEST ELEVATION (WEST FRAME)
1/4" = 1'-0"



EAST ELEVATION (EAST FRAME)
1/4" = 1'-0"

- NOTES:**
1. COLUMNS: TS 8"x6"x1/4" - FY=46 KSI.
 2. BEAMS: TS 8"x6"x3/16" - FY=46 KSI.
 3. PROVIDE CUT-OUT AT EACH ELECTRIC LIGHT FIXTURE SHOWN ON DWG. O-EE-200
 4. HOT DIP GALV. ALL AFTER FABRICATION.
 5. PROVIDE WEST FRAME OPPOSITE HAND TO EAST FRAME U.O.N.



A DETAIL
O-SE-200 1/2" = 1'-0"

E DETAIL
O-SES-01 1/2" = 1'-0"

B DETAIL
O-SE-200 1/2" = 1'-0"

C DETAIL
O-SE-200 1/2" = 1'-0"


D DETAIL
O-SES-01 1/2" = 1'-0"

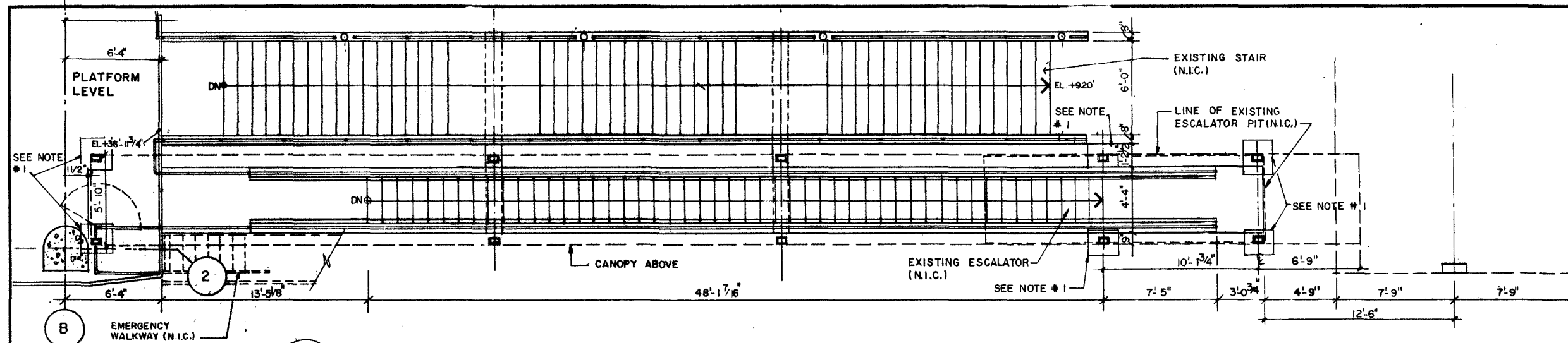
D DETAIL
O-SE-200 1/2" = 1'-0"

TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT, COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

SEE DETAIL A FOR TOP VIEW AND FOR CONSTRUCTION DETAILS

SEE DETAIL D FOR TOP VIEW AND FOR CONSTRUCTION DETAILS

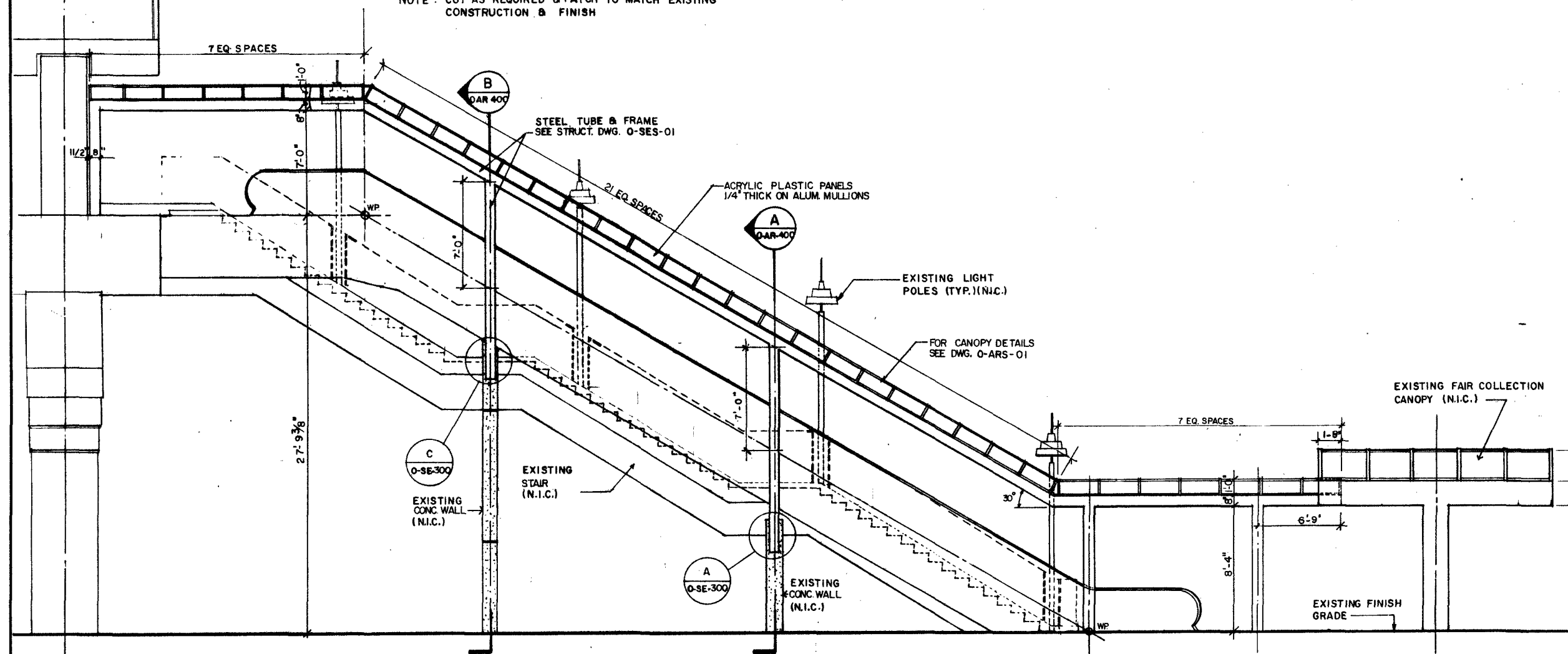
METROMOVER EXTENSION PROJECT										OMNI EXTENSION													
Metropolitan Dade County Public Works Department Transit Engineering & Construction										Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners				PARK WEST STATION ESCALATOR CANOPY FRAMING									
ISSUED FOR BIDDING 1-21-93										Approved 		Date JAN - 1993		Approved		Date		Scale AS SHOWN		Drawing O-SE-200		Sheet TA92-MR4-007	



PARTIAL PLATFORM LEVEL PLAN

SCALE: 1/4" = 1'-0"

NOTE: CUT AS REQUIRED & PATCH TO MATCH EXISTING CONSTRUCTION & FINISH

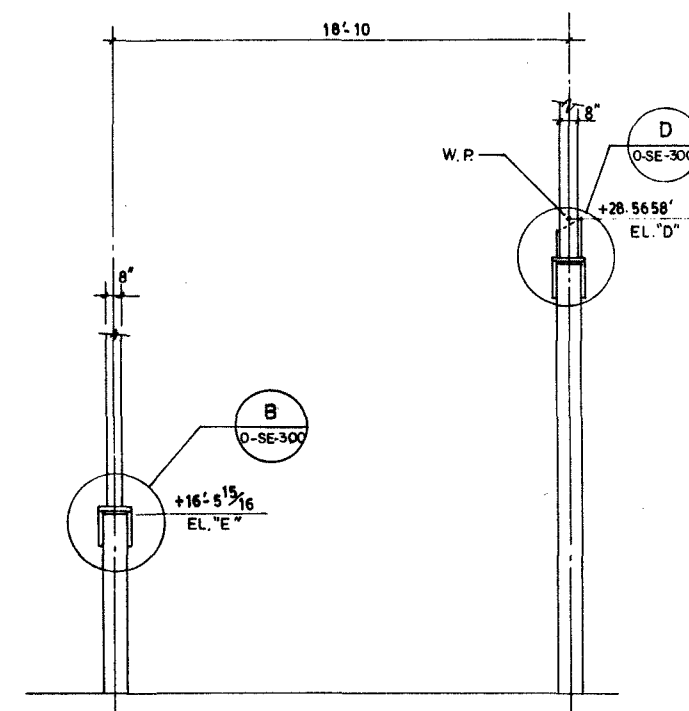


ELEVATION

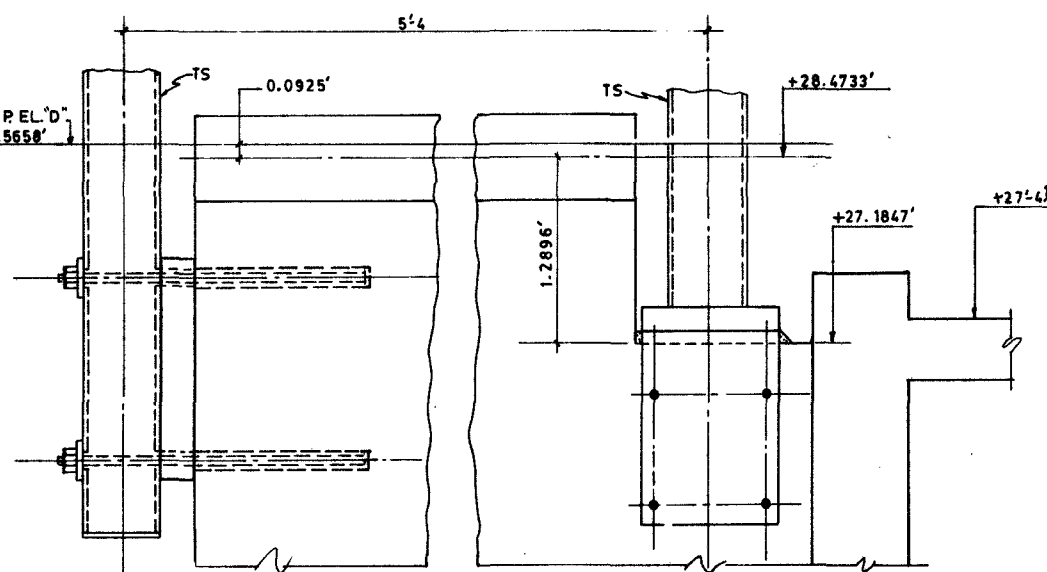
SCALE: 1/4" = 1'-0"

TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT, COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

METROMOVER EXTENSION PROJECT										OMNI EXTENSION		
<p>Metropolitan Dade County Public Works Department Transit Engineering & Construction</p>										<p>11th STREET STATION ESCALATOR CANOPY PLAN AND ELEVATION</p>		
<p>Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners</p>										<p>Scale 1/4" = 1'-0"</p>		
<p>JAN. - 1993</p>										<p>Drawing O-AR-300</p>		
<p>ISSUED FOR BIDDING 1-21-93</p>										<p>Sheet TAS2-MR4-009</p>		



PART WEST ELEVATION (WEST FRAME)
1/4" = 1'-0"



EAST ELEVATION (EAST FRAME)

- NOTES:**
1. COLUMNS: TS 8" x 6" $\frac{1}{4}$ " - FY = 46 KSI
 2. BEAMS: TS 8" x 6" $\frac{3}{16}$ " - FY = 46 KSI
 3. PROVIDE CUT OUT AT EACH ELECTRIC LIGHT FIXTURE SHOWN ON DWG. 0-EE-300
 4. HOT DIP GALV. ALL AFTER FABRICATION
 5. PROVIDE WEST FRAME OPPOSITE HAND TO EAST FRAME, U.O.N.

A **DETAIL**
O-SE-300 1/2"=1'-0"

B **DETAIL**
O-SE-300 1/2" = 1'-0"

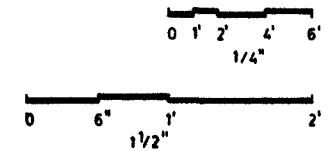
C **DETAIL**
Q-SE-300 $1\frac{1}{2}'' = 1'-0''$

D DETAIL
QSE-300 1 1/2" : 1'-0"

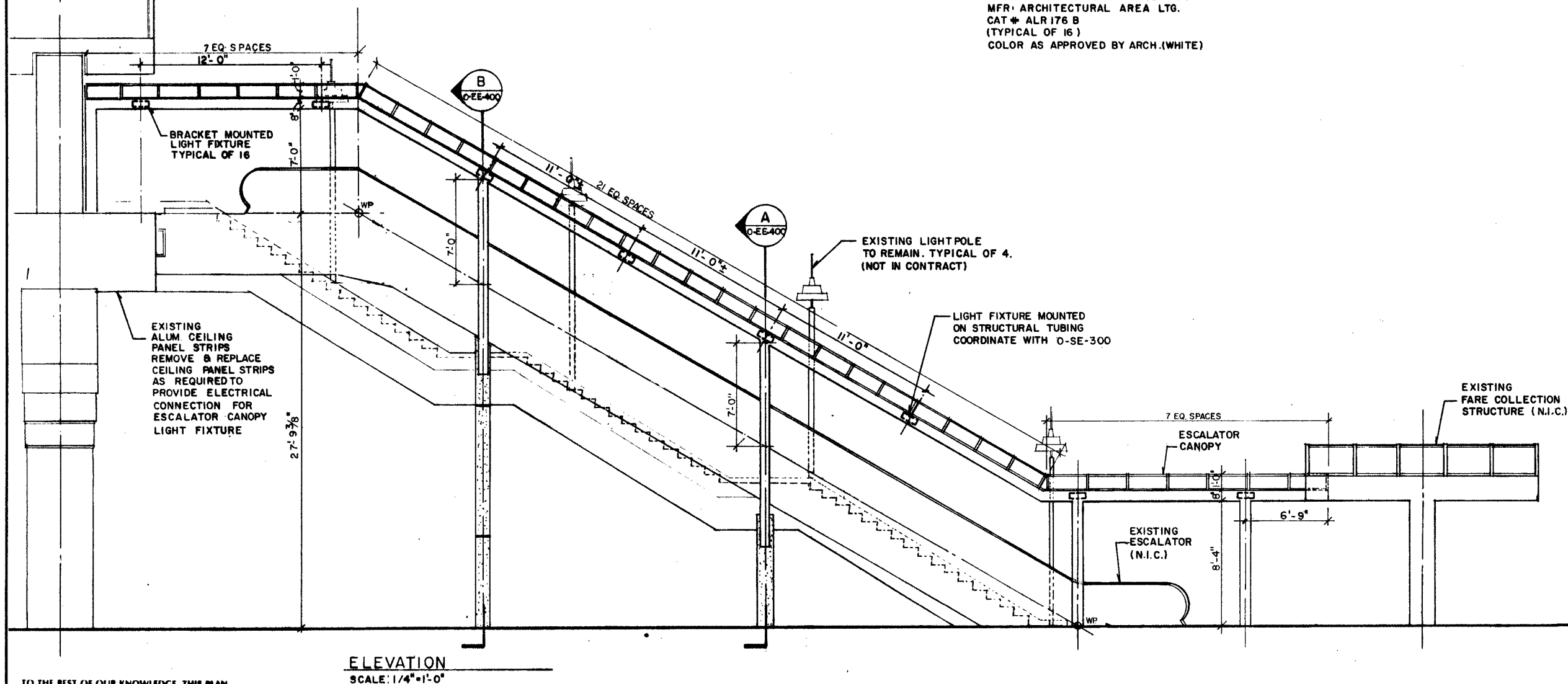
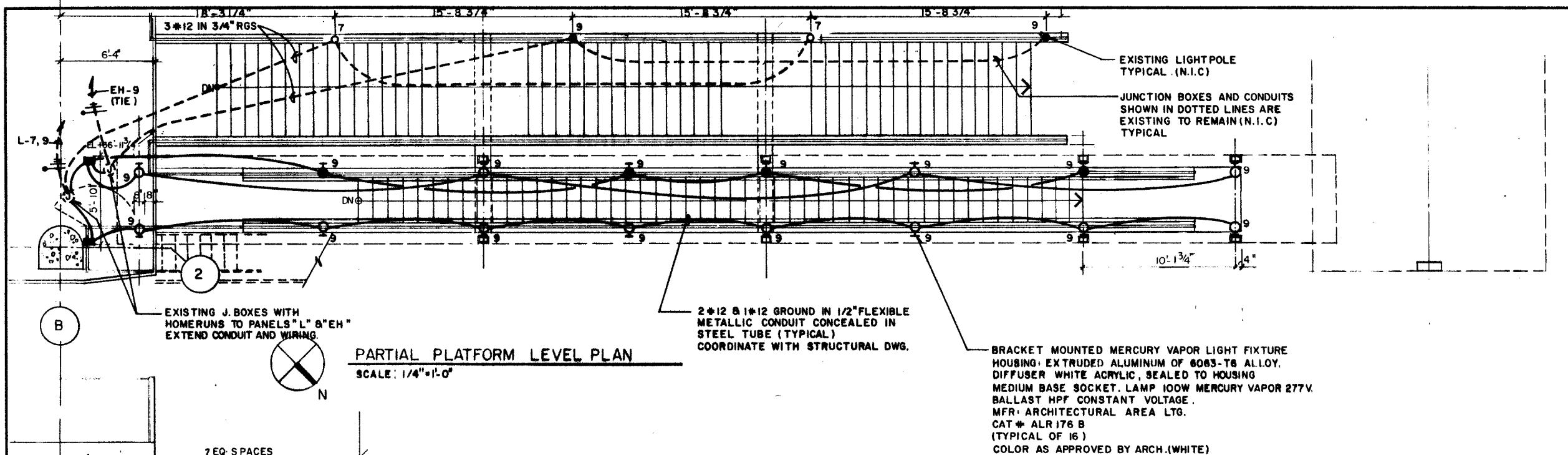
TO THE BEST OF OUR KNOWLEDGE, THIS PLAN
AND THE SPECIFICATIONS APPLYING TO IT,
COMPLY WITH APPLICABLE MINIMUM
BUILDING CODES.

SEE DETAIL  FOR TOP VIEW AND FOR CONSTRUCTION DETAILS

SEE DETAIL. FOR TOP VIEW AND FOR CONSTRUCTION DETAILS

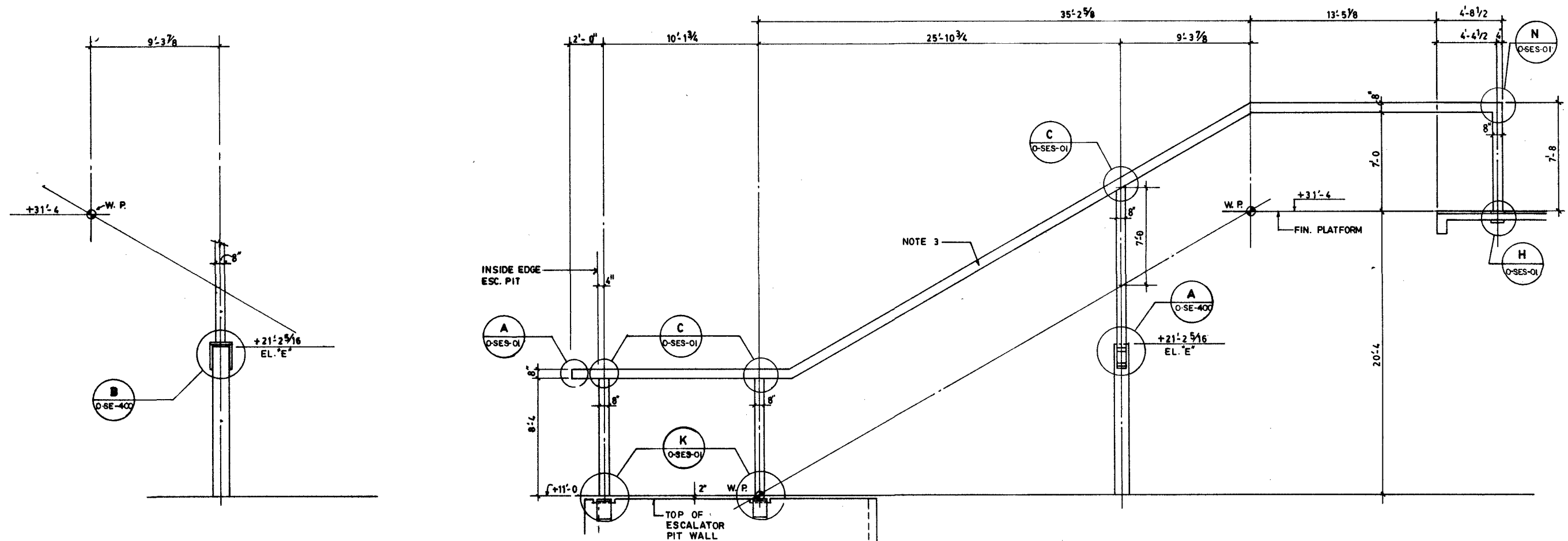


J.L.C. 1-21-93										METROMOVER EXTENSION PROJECT										OMNI EXTENSION									
Designed _____										<div>Metropolitan Dade County Public Works Department Transit Engineering & Construction</div> <div>Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners</div>										11th STREET STATION ESCALATOR CANOPY FRAMING									
R.A. 1-21-93																													
Drawn _____																													
J.L.C. 1-21-93																													
Checked _____																													
W.P.H. 1-21-93										ISSUED FOR BIDDING 1-21-93																			
Approved _____										No.	Date	By	App.	Revisions	Approved	Date	Approved	Date	Scale	Drawing	Sheet								
W. Thomas																JAN. - 1993		JAN. - 1993	AS SHOWN	O-SE-300	TA92-MR4-OIO								



TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT, COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

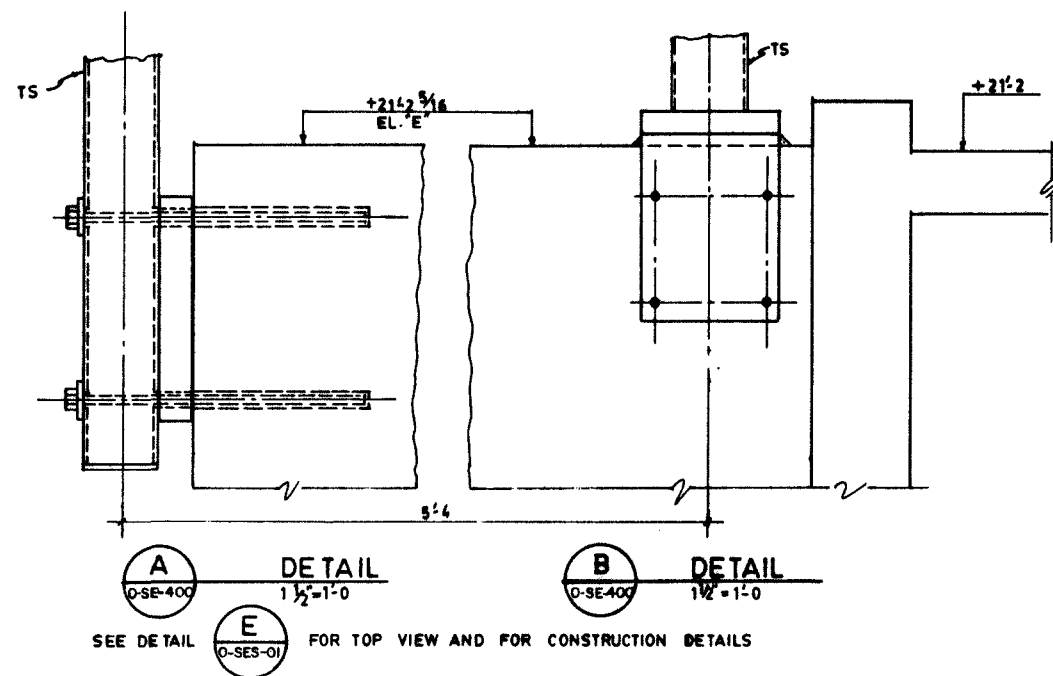
METROMOVER EXTENSION PROJECT										OMNI EXTENSION		
J.B. - 1-21-93 Designed Date										11th STREET STATION		
J.B. - 1-21-93 Drawn Date										ESCALATOR CANOPY		
WRH. - 1-21-93 Checked Date										LIGHTING		
WRH. - 1-21-93 Approved Date										Scale	Drawing	Sheet
ISSUED FOR BIDDING 1-21-93										AS SHOWN	O-EE-300	TA92-MR4-011
Metropolitan Dade County Public Works Department Transit Engineering & Construction					Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners							
Approved [Signature]					Date JAN. - 1, 1993							



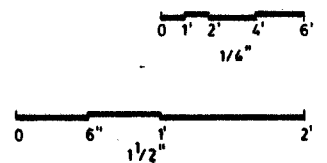
PART NORTH-WEST ELEVATION (N.W. FRAME)
1/4" = 1'-0"

SOUTH-EAST ELEVATION (S.E. FRAME)
1/4" = 1'-0"

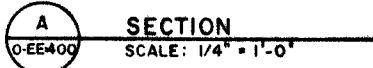
- NOTES:**
1. COLUMNS TS 8" x 6" x 1/4" - FY = 46 KSI
 2. BEAMS TS 8" x 6" x 3/16" - FY = 46 KSI
 3. PROVIDE CUT OUT AT EACH ELECTRIC LIGHT FIXTURE SHOWN ON DWG. O-EE-400
 4. HOT DIP GALVN ALL AFTER FABRICATION
 5. PROVIDE N.W. FRAME OPPOSITE HAND TO S.E. FRAME, U.O.N.



TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT, COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.



METROMOVER EXTENSION PROJECT										OMNI EXTENSION		
J.L.C.	1-21-93									BICENTENNIAL PARK STATION ESCALATOR CANOPY FRAMING		
Designed	Date											
R.A.	1-21-93									Scale AS SHOWN Drawing O-SE-400 Sheet TA92-MR4-013		
Drawn	Date											
J.L.C.	1-21-93											
Checked	Date											
W.R.H.	1-21-93											
Approved	Date	No.	Date	By	App.	Revisions						
W.R.H.				Chk.								
ISSUED FOR BIDDING 1-21-93												
Metropolitan Dade County Public Works Department Transit Engineering & Construction					Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners							
					Approved [Signature] Date JAN. - 1993							
					Approved [Signature] Date							



PARTIAL PLATFORM LEVEL PLAN

SCALE: 1/4" = 1'-0"

JUNCTION BOXES AND CONDUITS SHOWN IN DOTTED LINES ARE EXISTING TO REMAIN (N.I.C) TYPICAL

EXISTING LIGHTPOLES (TYPICAL) N.I.C.

EL. +11'-0"

3-#12 IN 3/4" RGS

TIE TO EH-9

EXISTING J. BOXES WITH HOMERUNS TO PANELS "L" & "EH". EXTEND CONDUIT AND WIRING

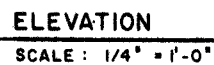
L-7, 9

8'-0" / 8'

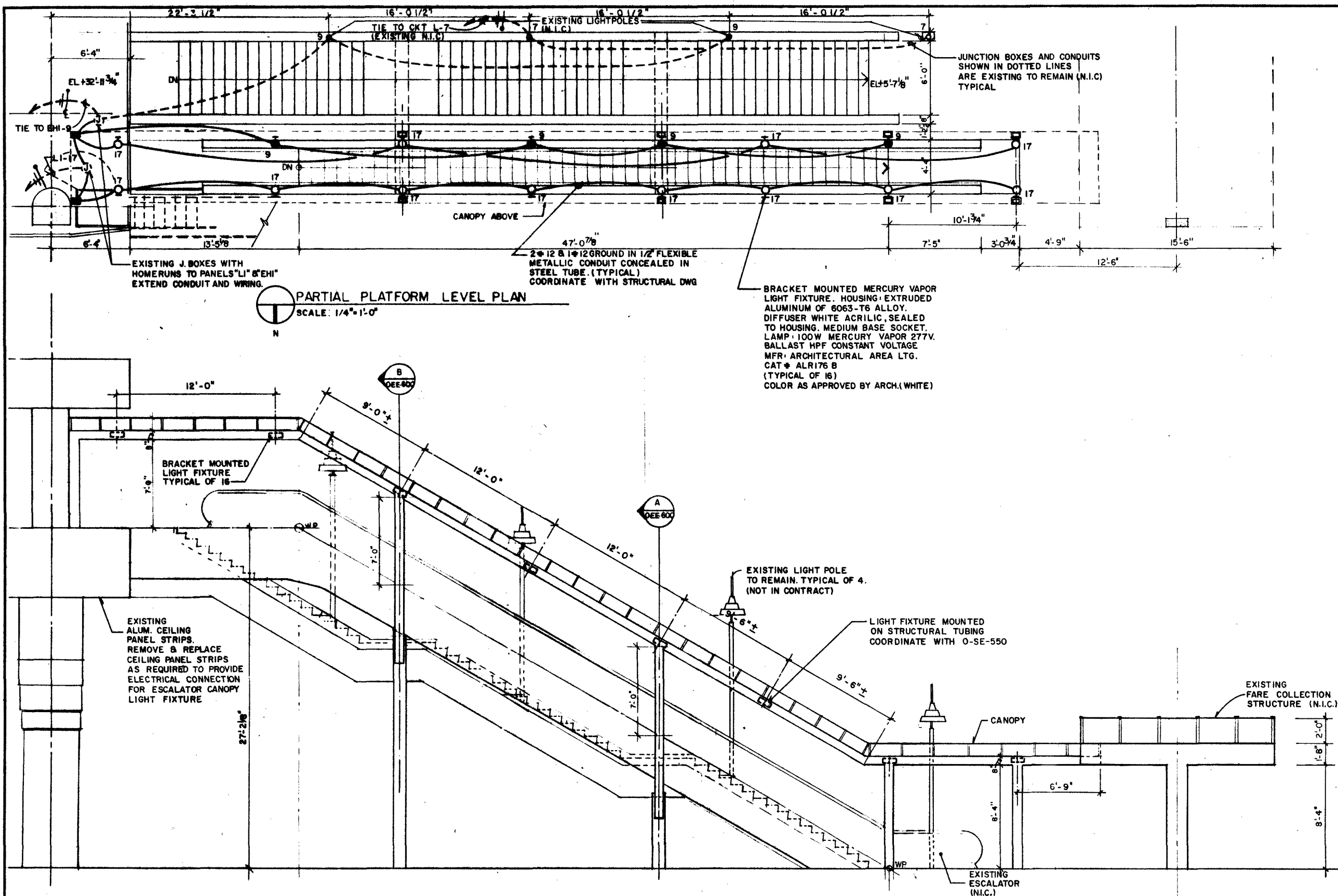
3'-0 3/4" / 7'-5" / 10'-1 3/4" / 35'-2 5/8" / 7'-9" / 5'-8 1/8" / 6'-4" / 13'-5 1/8"

2-#12 & 1-#12 GROUND IN 1/2" FLEXIBLE METALLIC CONDUIT CONCEALED IN STEEL TUBE (TYPICAL) COORDINATE WITH STRUCTURAL DWG.

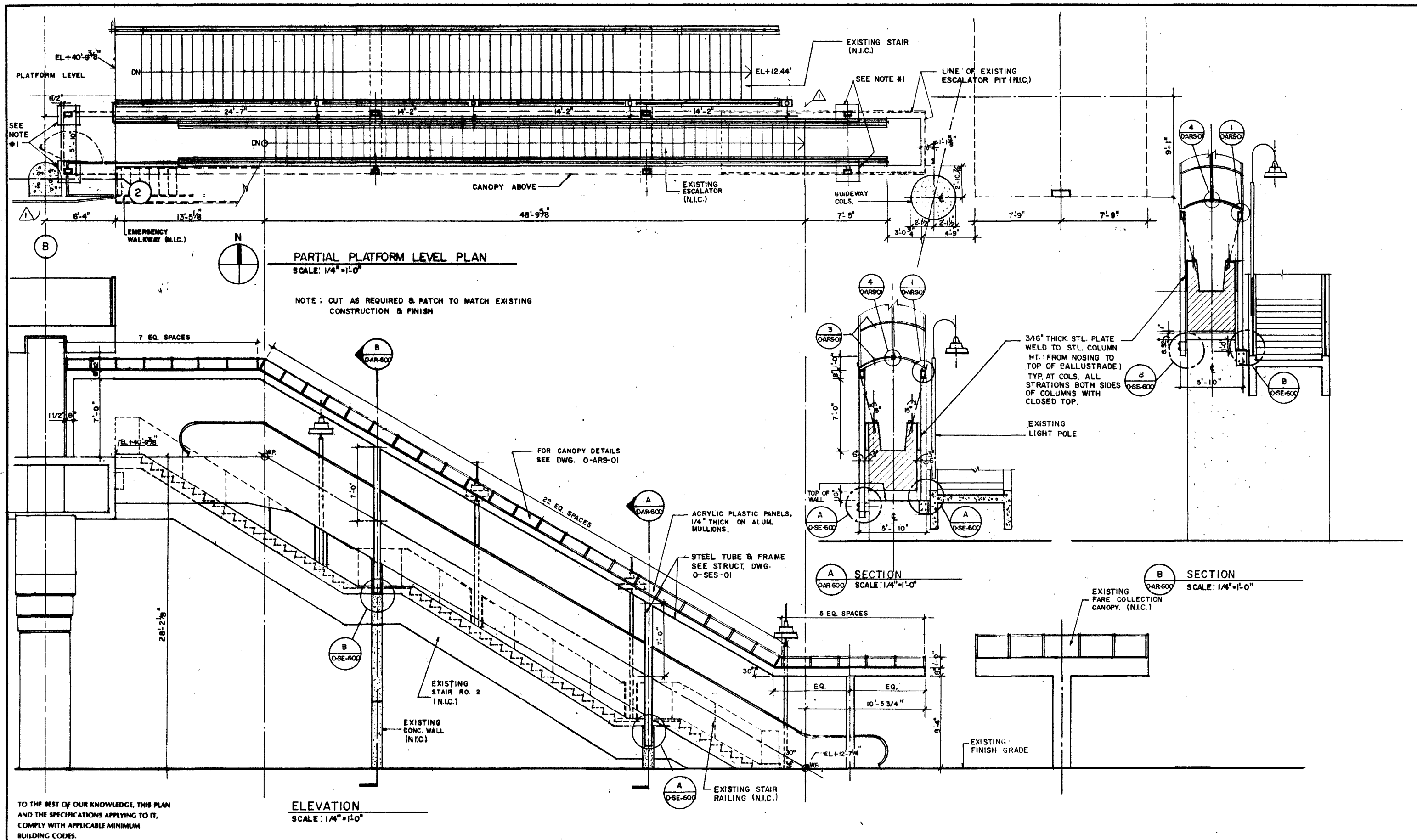
BRACKET MOUNTED MERCURY VAPOR LIGHT FIXTURE HOUSING: EXTRUDED ALUMINUM OF 6063-T6 ALLOY. DIFFUSER WHITE ACRYLIC, SEALED TO HOUSING MEDIUM BASE SOCKET, LAMP 100W. MERCURY VAPOR 277V. BALLAST HPF CONSTANT VOLTAGE. MPR ARCHITECTURAL AREA LTG. CAT # ALR 176 B (TYPICAL OF 14) COLOR AS APPROVED BY ARCH.(WHITE)



Scale AS SHOWN	Drawing O-EE-400	Sheet TA92-MR4-014
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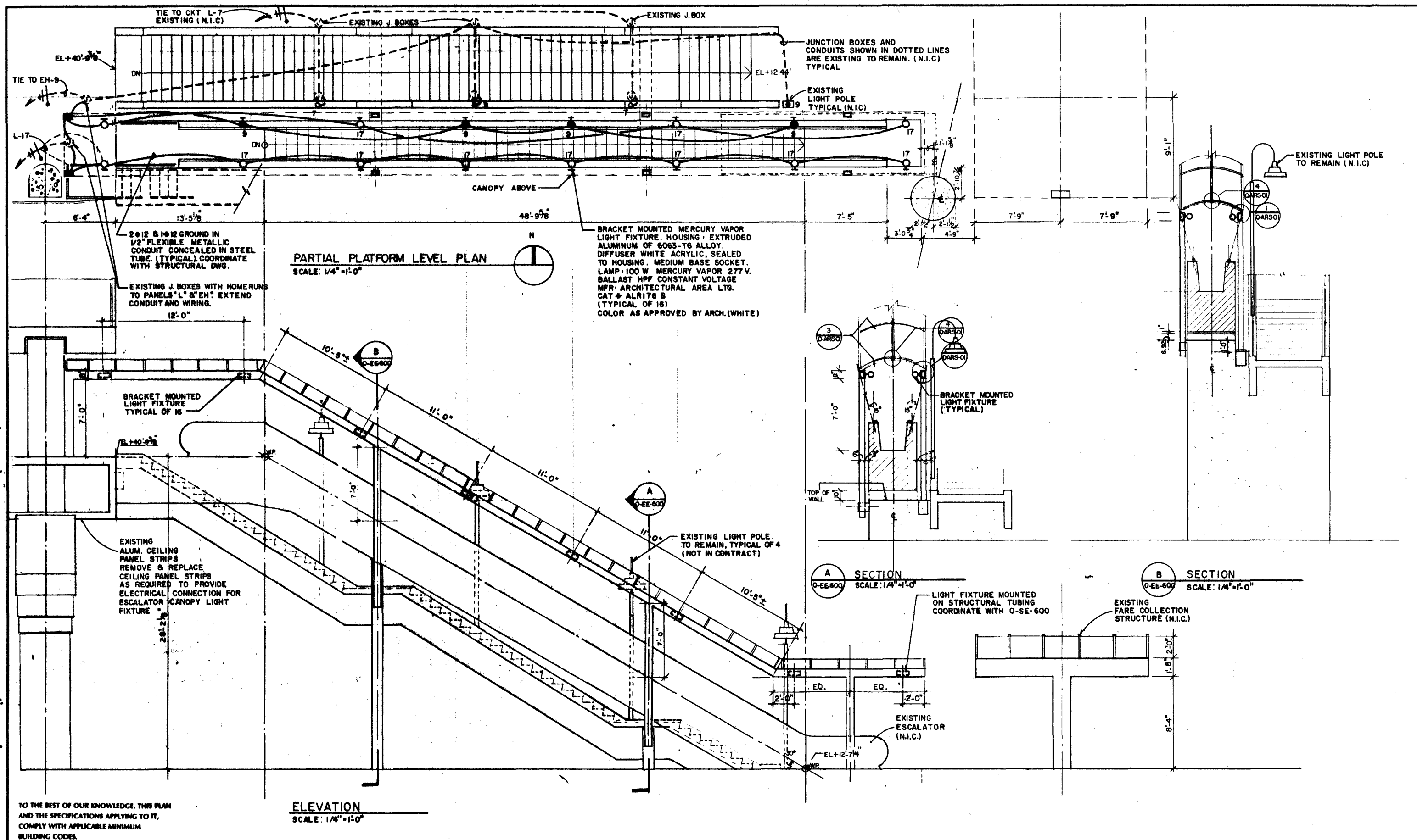


METROMOVER EXTENSION PROJECT										OMNI EXTENSION	
J.B.	1-21-93									OMNI STATION-ALTERNATE 1-	
Designed	Date									ESCALATOR CANOPY	
J.B.	1-21-93									LIGHTING	
Drawn	Date										
W.R.H.	1-21-93										
Checked	Date										
W.R.H.	1-21-93										
Approved	Date	No.	Date	By	App.	Revisions				Scale	AS SHOWN
										Drawing	O-EE-550
										Sheet	TA92-MR4-017

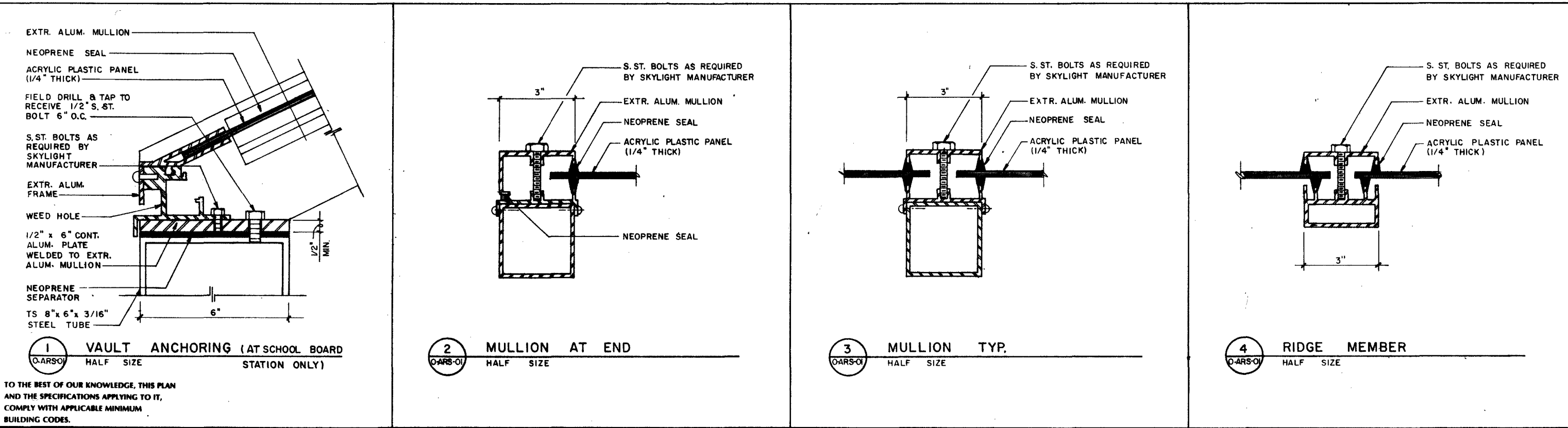


TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT, COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

METROMOVER EXTENSION PROJECT										OMNI EXTENSION	
O.L.	1-21-93									SCHOOL BOARD STATION	
Designed	Date									ESCALATOR CANOPY AND	
C.G.	1-21-93									LIGHTPOLES RELOCATION	
Drawn	Date									Scale	1/4" = 1'-0"
O.L.	1-21-93									Drawing	O-AR-600
Checked	Date									Sheet	TA92-MR4-018
Approved	Date	No.	Date	By	App.	ISSUED FOR BIDDING	1/21/93	Approved	Date		
						Metropolitan Dade County Public Works Department Transit Engineering & Construction					
						Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners					
									JAN - 1993		



METROMOVER EXTENSION PROJECT										OMNI EXTENSION		
J. B.	1-21-93									SCHOOL BOARD STATION ESCALATOR CANOPY LIGHTING		
Designed	Date											
J. B.	1-21-93									Scale AS SHOWN		
Drawn	Date											
W.R.H.	1-21-93									Drawing O-EE-600		
Checked	Date											
W.R.H.	1-21-93									Sheet TA92-MR4-020		
Approved	Date											
		No.	Date	By	App.	Revisions						
ISSUED FOR BIDDING 1/21/93							Metropolitan Dade County Public Works Department Transit Engineering & Construction			Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners		
							Approved			Date JAN. -199		
							Approved			Date		



O.L. 1-21-93 Designed Date C.G. 1-21-93 Drawn Date O.L. 1-21-93 Checked Date A.A. 1-21-93 Approved Date No. Date By App. Revisions										METROMOVER EXTENSION PROJECT Metropolitan Dade County Public Works Department Transit Engineering & Construction Parsons Brinckerhoff Quade & Douglas, Inc. Engineers Architects Planners Spillis Candela & Partners, Inc. Architects Engineers Planners Approved <i>[Signature]</i> Date JAN. - 1993										OMNI EXTENSION ESCALATOR CANOPY ROOF PLAN & DETAILS (TYPICAL) Scale AS SHOWN Drawing O-ARS-01 Sheet TA92-MR4-021			
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<u>SHEET NUMBER</u>	<u>DRAWING NUMBER</u>	<u>TITLE OF DRAWING</u>
TA92-HR4-023	D-SE-1	INDEX OF DRAWING, PROJECT GENERAL NOTES
TA92-HR4-024	D-SE-2	ESCALATOR CANOPY, SECTIONS AND DETAILS
TA92-HR4-025	D-SE-3	ESCALATOR CANOPY, SECTIONS AND DETAILS BRICKELL STATION, EIGHT STREET STATIONS
		ARCHITECTURE
TA92-HR4-026	D-AR-1	EIGHT STREET STATION, ESCALATOR CANOPY PLAN, ELEVATION
TA92-HR4-027	D-AR-2	TENTH STREET STATION, ESCALATOR CANOPY PLAN, ELEVATION
TA92-HR4-028	D-AR-3	BRICKELL STATION, ESCALATOR CANOPY PLAN ELEVATION
TA92-HR4-029	D-AR-4	FINANCIAL DISTRICT STATION, ESCALATOR CANOPY PLAN, ELEVATION
		ELECTRICAL ENGINEERING
TA92-HR4-030	D-EE-1	EIGHT STREET STATION, ESCALATOR CANOPY LIGHTING
TA92-HR4-031	D-EE-2	TENTH STREET STATION, ESCALATOR CANOPY LIGHTING
TA92-HR4-032	D-EE-3	BRICKELL STATION, ESCALATOR CANOPY LIGHTING
TA92-HR4-033	D-EE-4	FINANCIAL DISTRICT STATION, ESCALATOR CANOPY LIGHTING
TA92-HR4-034	D-EE-5	ALL STATIONS PANEL BOARD SCHEDULES

1. DESIGN AND CONSTRUCTION CRITERIA:
 - A. DESIGN AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE "SOUTH FLORIDA BUILDING CODE", 1988 EDITION.
2. DESIGN LOADS:
 - A. ESCALATOR CANOPY ROOF LOADS:
 - LIVE LOAD 30 PSF
 - DEAD LOAD 5 PSF
 - B. WIND LOADS:
 - IN ACCORDANCE WITH THE "SOUTH FLORIDA BUILDING CODE" FOR 120 MPH SOME WIND PRESSURES, PLUS OTHER APPLICABLE WIND LOADS FROM THE GUIDEWAY SUPER-STRUCTURE.
3. ELEVATIONS:

ELEVATIONS INDICATED ON THE DRAWINGS ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD). ALL ELEVATIONS ARE GIVEN IN FEET.
4. CONSTRUCTION LOADS:

STRUCTURAL MEMBERS AS SHOWN IN THE DRAWINGS HAVE BEEN DESIGNED TO CARRY THE CODE REQUIRED SERVICE LOADS ONLY. THE STRUCTURAL DESIGN OF THIS PROJECT HAS NOT CONSIDERED LOADS IMPOSED DURING CONSTRUCTION.
5. CONSTRUCTION COORDINATION:

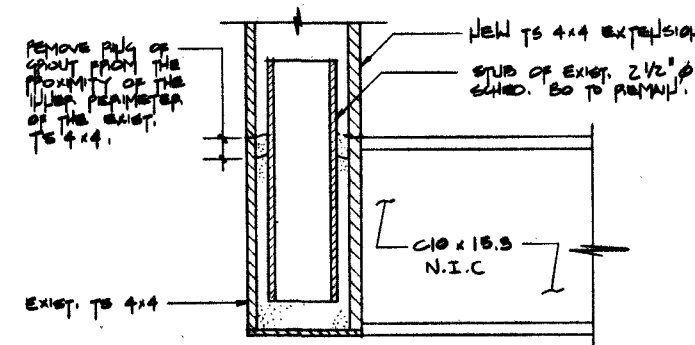
THE CONTRACTOR SHALL COORDINATE ALL WORK REQUIRED BY THE ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS, AND THE CONTRACT SPECIFICATIONS, AND SHALL VERIFY THE LOCATION AND SIZES OF ALL INSERTS, OPENINGS, SLEEVES, FINISHES, AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
6. SHOP DRAWINGS:

THE CONTRACTOR SHALL MAKE ALL SUBMITTALS REQUIRED IN THE CONTRACT SPECIFICATIONS FOR APPROVAL BY ENGINEER.
7. STRUCTURAL STEEL:

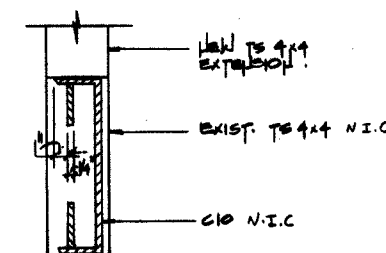
DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", AISC, NINTH EDITION, INCLUDING THE AISC MANUAL.
8. STRUCTURAL STEEL MATERIALS:
 - A. STRUCTURAL STEEL, ASTM A36 (FY = 36 KSI).
 - B. COLD-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING IN ROUNDS AND SHAPES, ASTM A500, GRADE B.
 - C. HIGH STRENGTH BOLTS FOR STRUCTURAL STEEL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS, ASTM A325.

[illegible]

PARTIAL SECTION
HANDRAIL AND SHIELDING
N.T.S.

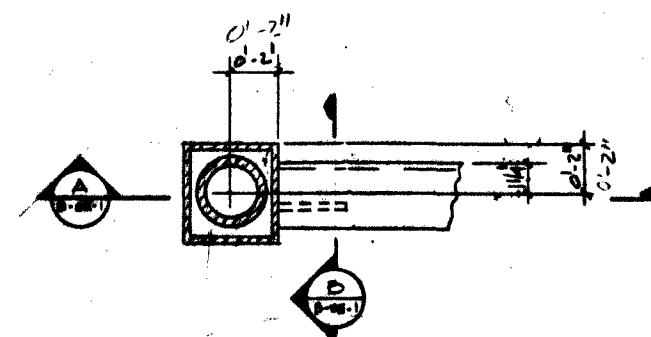


SECTION A
N.T.S. 6-507

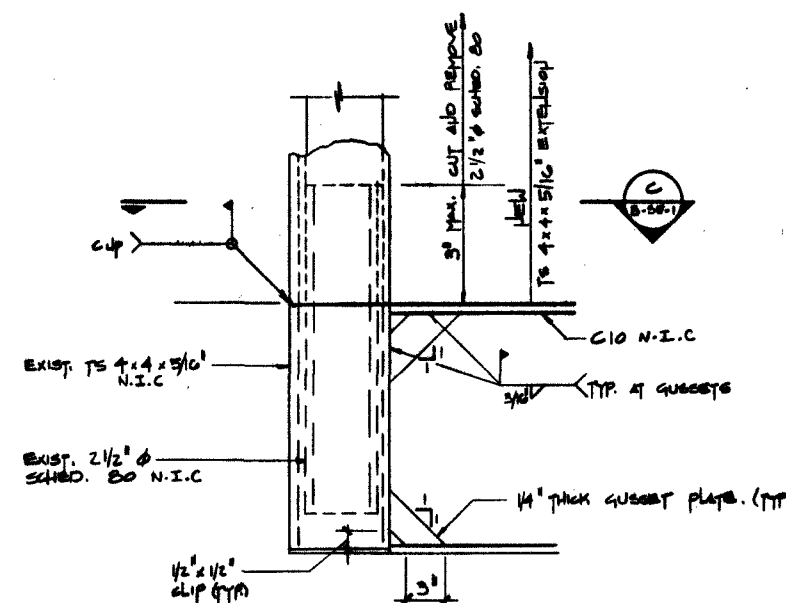


SECTION B
N.T.S. B-58


- Notes:
1. SEE ARCHITECTURAL PLANS FOR SHELLING SUPPORT.
 2. MATERIAL SHALL BE GALVANIZED PER ASTM A123.
 3. WELD WELDS SHALL BE PAINTED IN ACCORDANCE WITH THE SPECIFICATION REQUIREMENT FOR TOUCHING-UP GALV. MATERIAL.
 4. HUB TO 4x4x5/16" EXTENSION SHALL BE ASTM A500 GRADE B.
 5. NOTE THAT THE THREADS OF BOLTS WHICH CONTACT THE 20x16-35 TO THE GROUNDWAY ARE EXCLUDED FROM THE SHEAR PLATE.

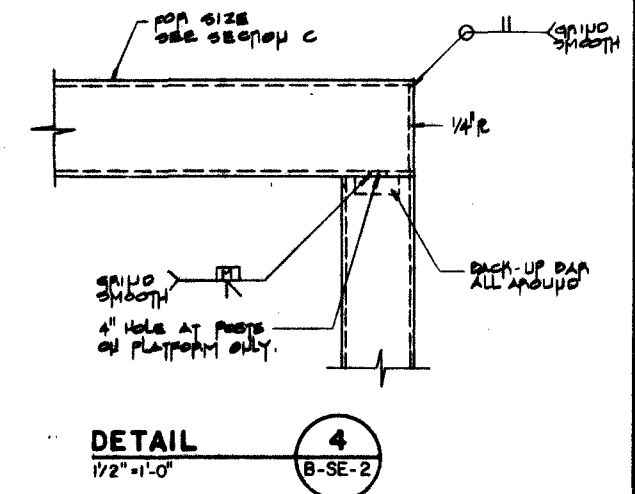
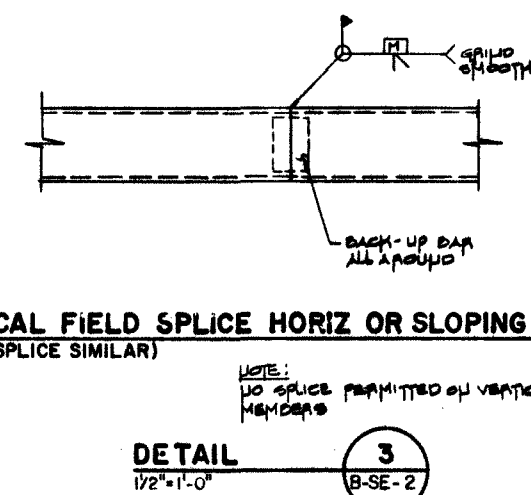
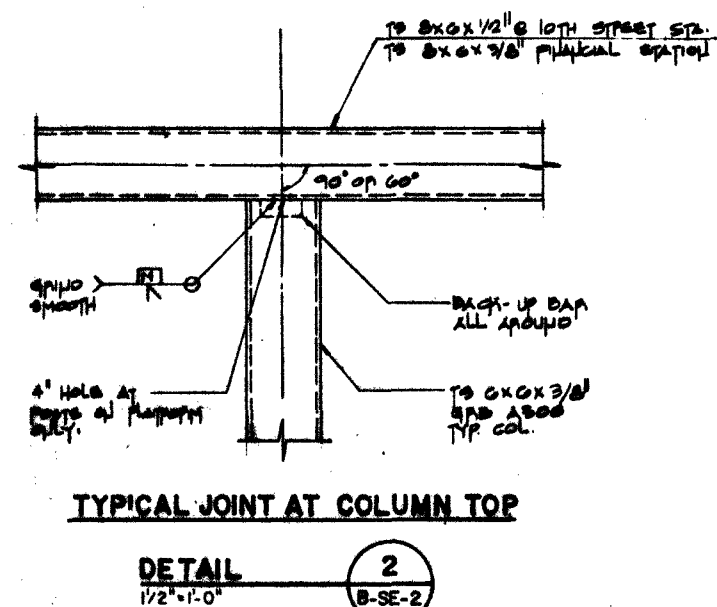
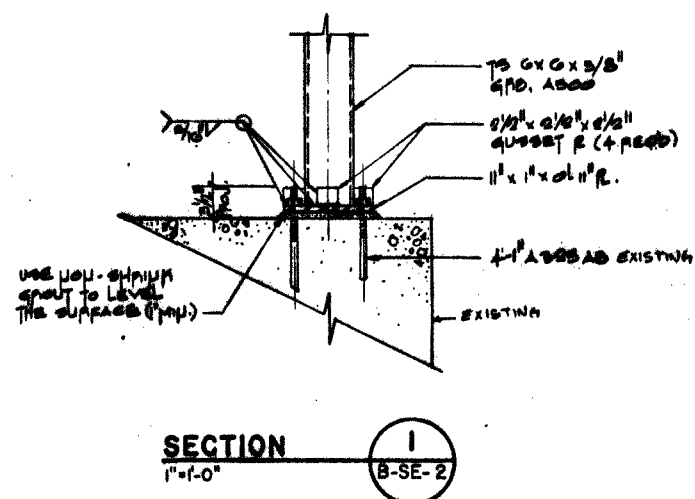
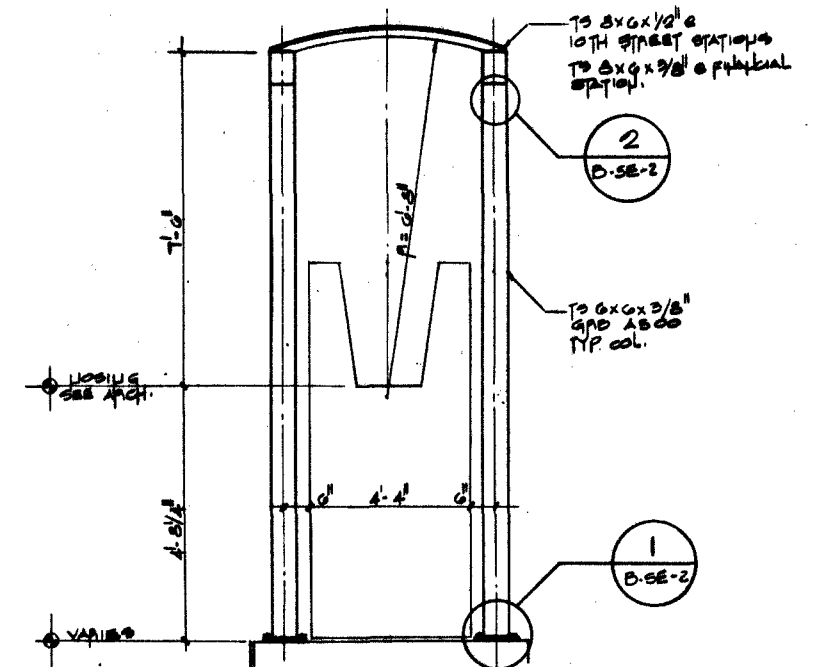


SECTION C
N.T.S.

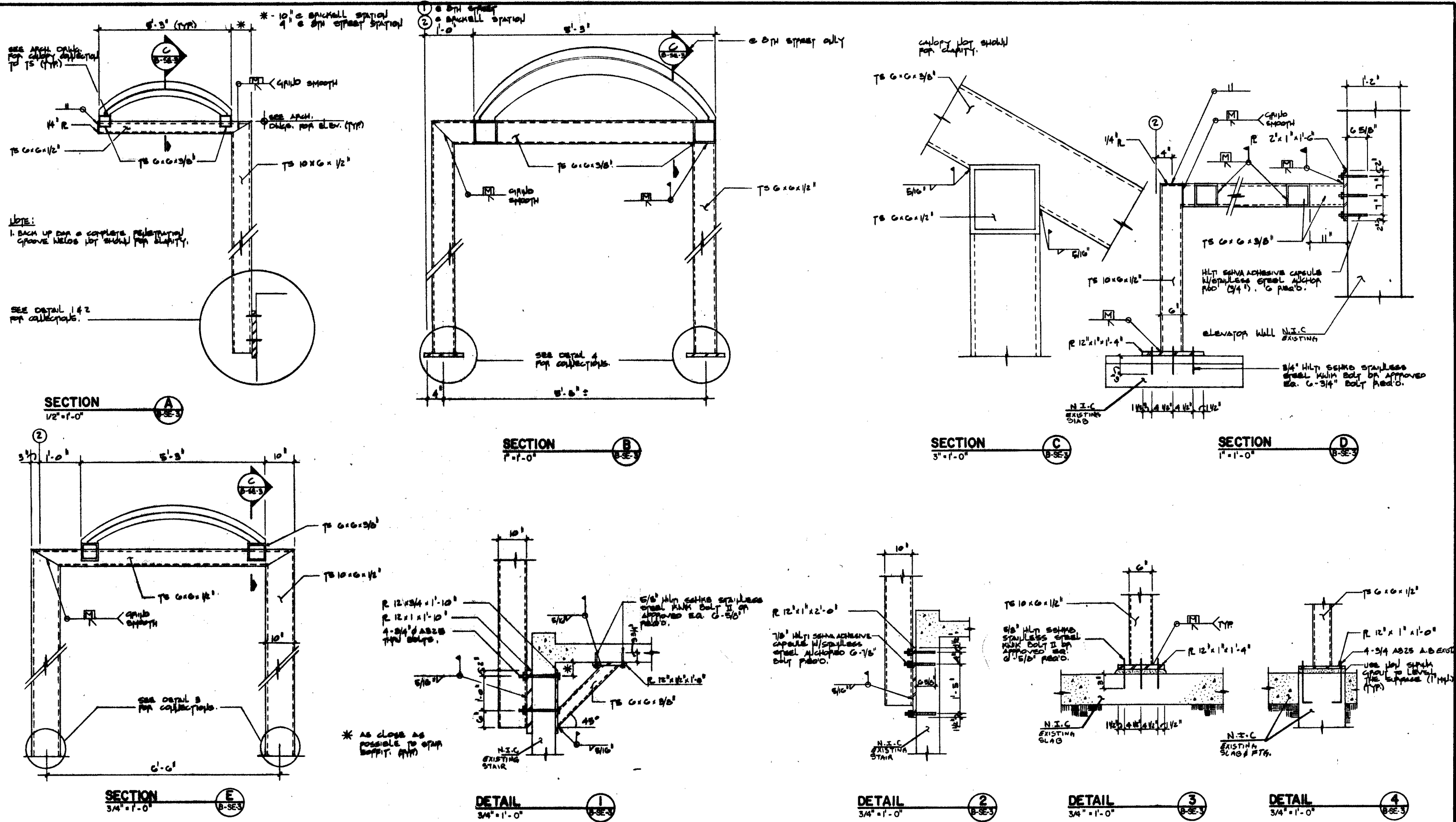


DETAIL _____
N.T.S. _____

R.O.K. <u>10/1</u> 1-93 DESIGNED DATE R.M. <u>PH</u> 1-93 DRAWN DATE A.M. <u>1/1/93</u> 1-93 CHECKED DATE <u>1/1/93</u> APPROVED DATE										METROMOVER EXTENSION PROJECT METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT TRANSIT ENGINEERING & CONSTRUCTION  POST, BUCKLEY, SCHUH & JERNIGAN, INC. ENGINEERING, PLANNING AND ARCHITECTURE										BRICKELL EXTENSION ESCALATOR CANOPY INDEX OF DRAWINGS, PROJECT GENERAL NOTES SECTIONS AND DETAIL									
NO DATE BY APP REVISIONS ISSUED FOR BIDDING 1/21/93										APPROVED <u>[Signature]</u> DATE <u>1/15/93</u> APPROVED DATE										SCALE AS NOTED DRAWING B-9E-1 SHEET TA-92-MR4-023									

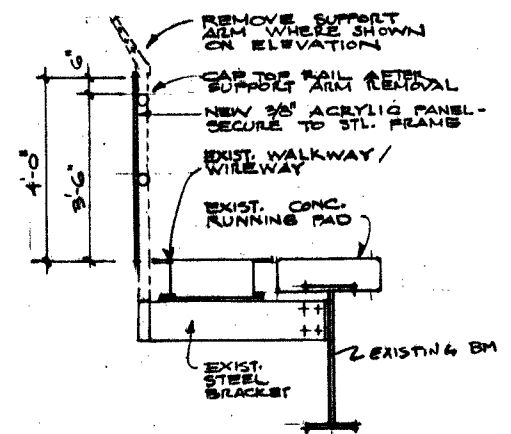


SCALE	DRAWING	SHEET
	B - SE - 2	A - 92-MR4-024



TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

M.P. MP 1/73 DESIGNED DATE R.M. 1/73 DRAWN DATE M.P. 1/73 CHECKED DATE A.I.N. 1/91 APPROVED DATE				METROMOVER EXTENSION PROJECT METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT TRANSIT ENGINEERING & CONSTRUCTION				BRICKELL EXTENSION ESCALATOR CANOPY SECTIONS AND DETAIL BRICKELL STATION AND 8TH STREET STATION			
ISSUED FOR BIDDING 1/21/93				APPROVED <i>[Signature]</i> DATE 1/15/91				SCALE DRAWING B-SE-3 SHEET TA-92-MR4-025			



SECTION **3**
N.T.S.

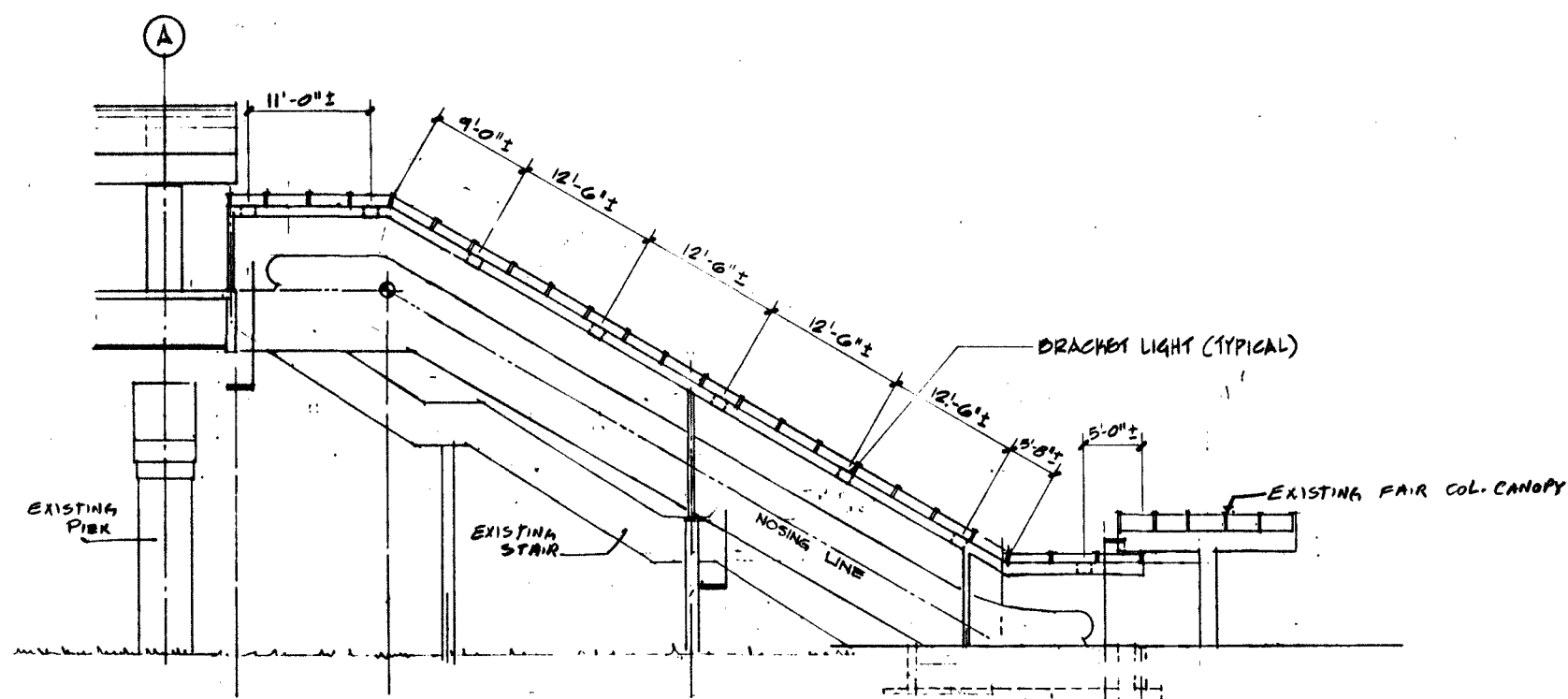


CAL	1/73								
DESIGNED	DATE								
SS	1/73								
SHOWN	DATE								
CAL	1/73								
ORDERED	DATE								
JAC	1/73								
APPROVED	DATE	NO	DATE	BY	APP	ISSUED FOR BIDDING 1/21/73			
						REVISED			

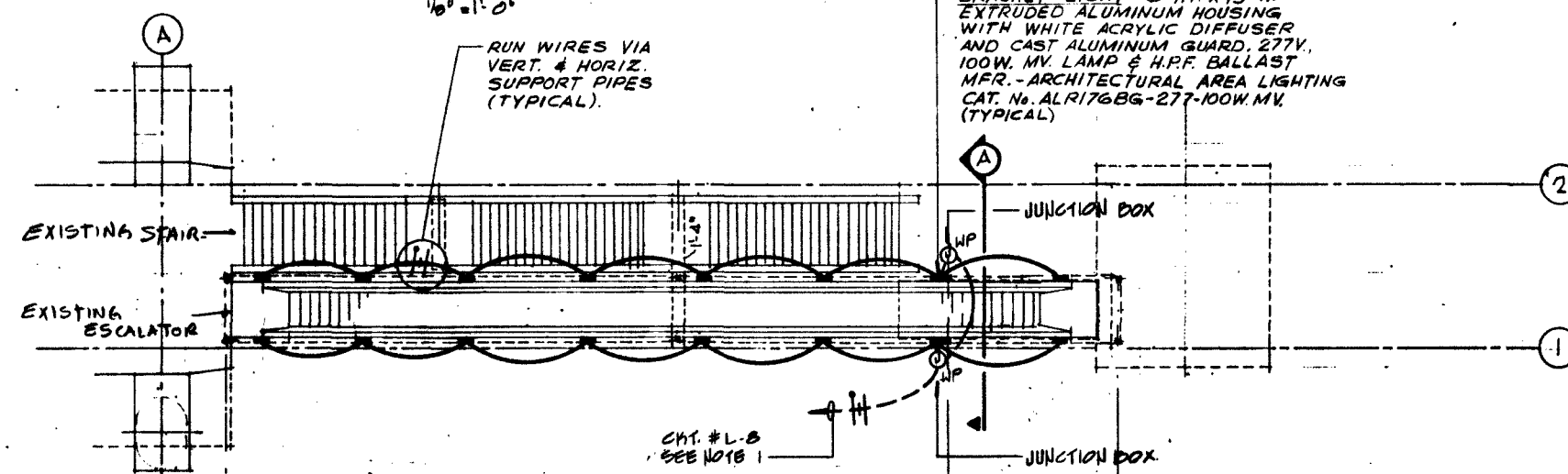
SCALE	AS NOTED	STATION	B-AR-1	SHEET	1A-92-MR4-028
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- 1 - EXISTING HOMERUN ~~COUR~~ UNDERGROUND TO PANEL "L"
IN POWER DISTRIBUTION BLDG. INSTALL WIRING
AS INDICATED AND WIRE VIA SPARE CONTACT
IN LIGHTING CONTACTOR "LC-1".
- 2 - PROVIDE A WEATHERPROOF CONNECTION
BETWEEN THE JUNCTION BOX AND THE
VERTICAL SUPPORT PIPE.

SECTION $\frac{1}{2}'' = 1' 0''$ (A)



ELEVATION
10.10'



ESCALATOR FLOOR PLAN - LIGHTING
1/2" = 1' 8"

[illegible]

**METROPOLITAN DADE COUNTY
PUBLIC WORKS DEPARTMENT
TRANSIT ENGINEERING & CONSTRUCTION**

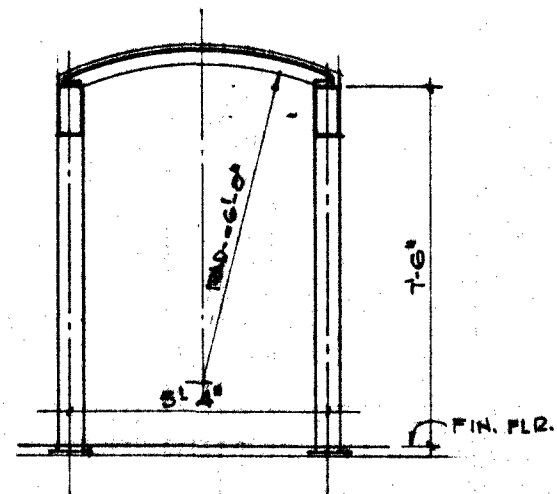


ARCHITECTS
INTERNATIONAL

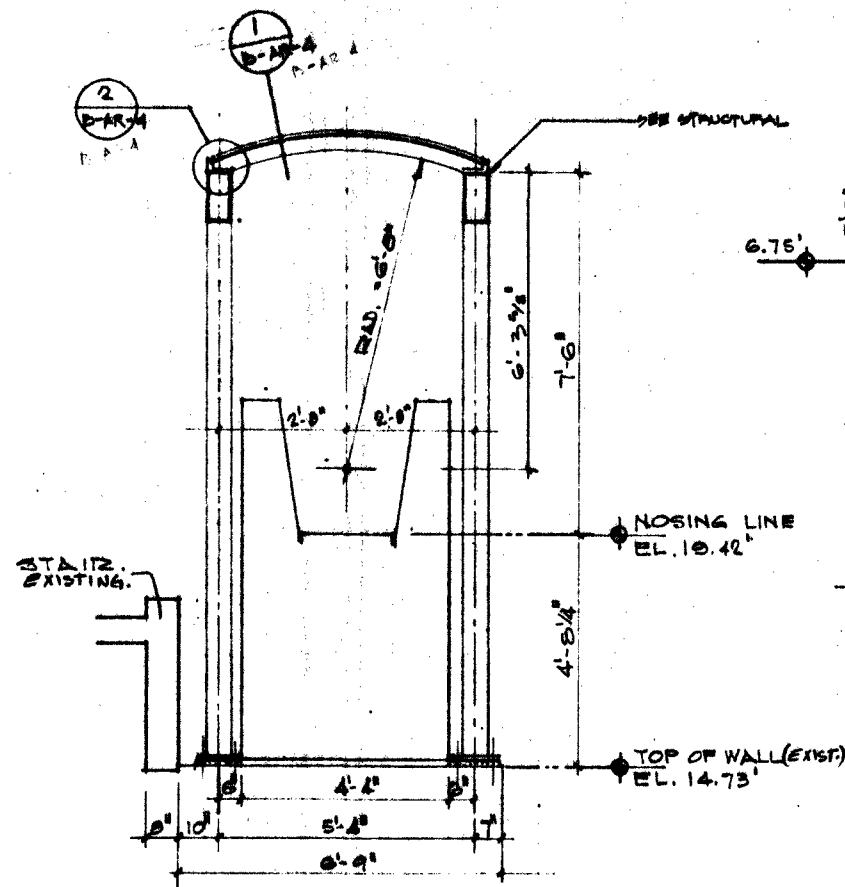
227 N.E. 26th Terrace Miami, Florida

EIGHTH STREET STATION ESCALATOR CANOPY LIGHTING

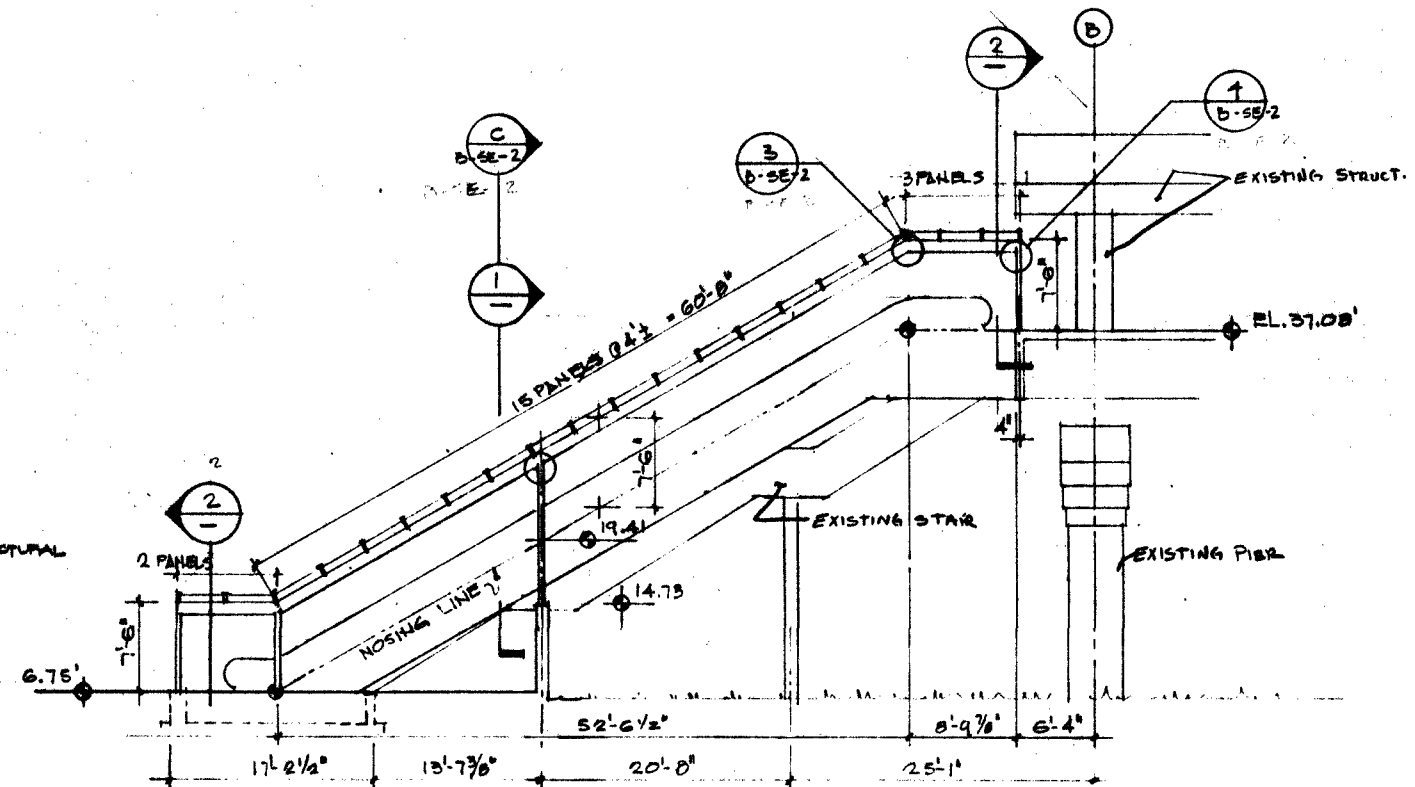
SCALE	AS NOTED	DRAWING	B-EE-1	SHEET	TA-92-MR4-030
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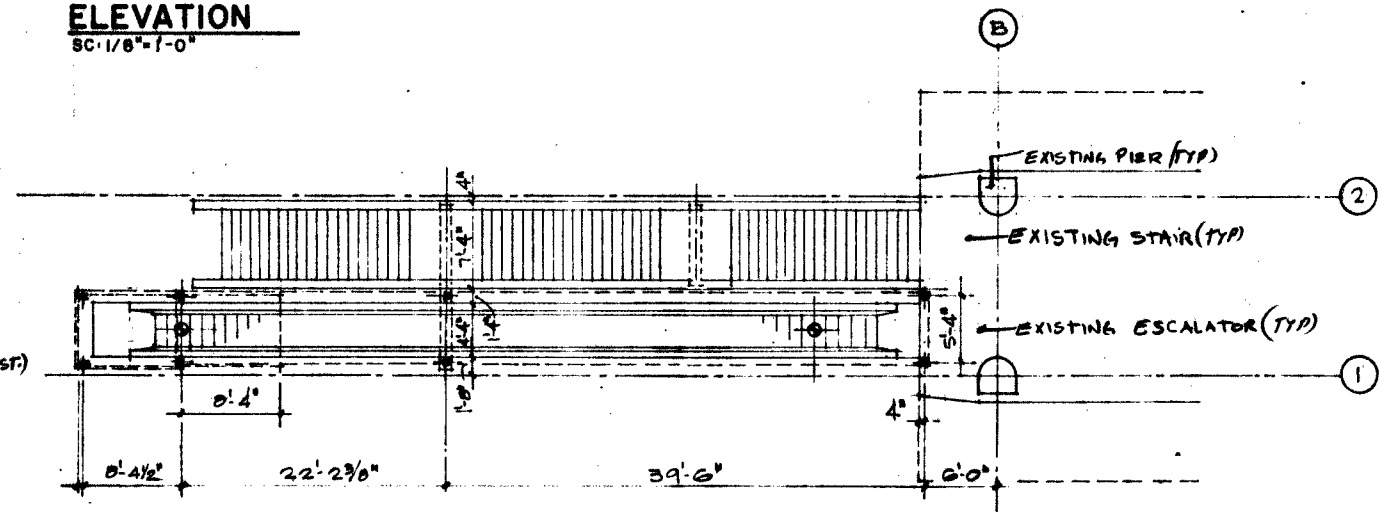
SECTION 2
SC 1/2" = 1'-0"



SECTION 1
SC 1/2" = 1'-0"



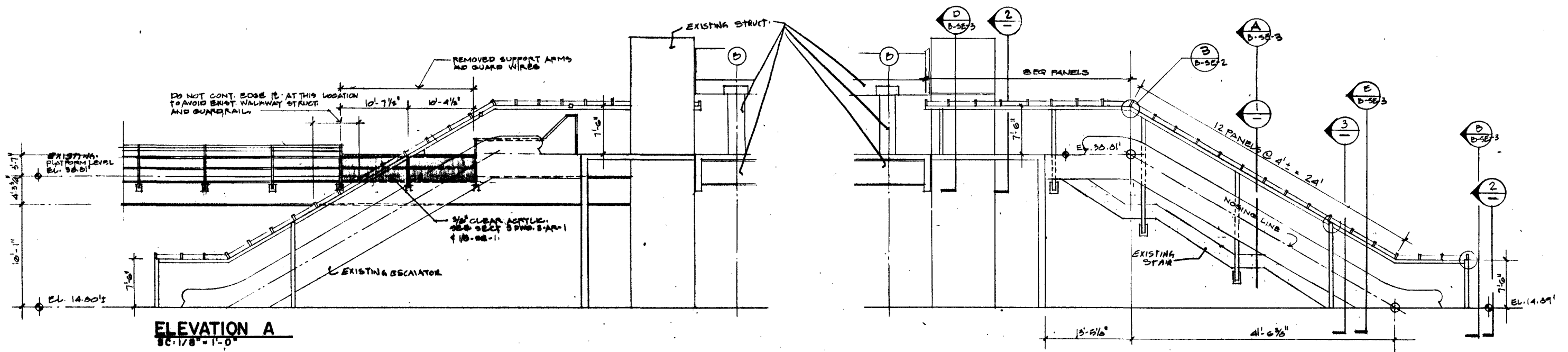
ELEVATION
SC 1/8" = 1'-0"



FLOOR PLAN
SC 1/8" = 1'-0"

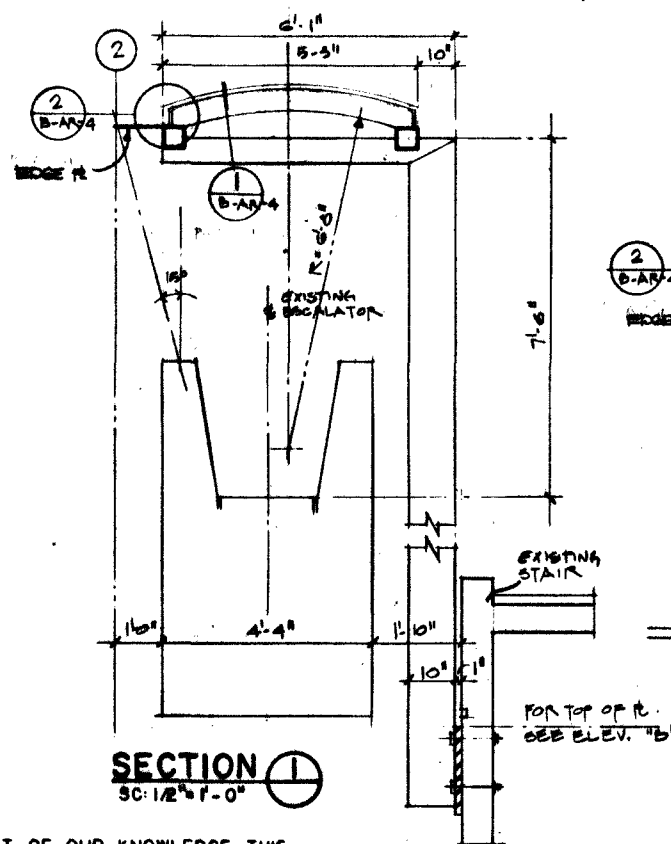
TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

<p>CRL DESIGNED 1/93 SS DRAWN 1/93 CRL CHECKED 1/93 JAC APPROVED 1/93</p>				<p>ISSUED FOR BIDDING 1/21/93</p>				<p>METROMOVER EXTENSION PROJECT</p>				<p>BRICKELL EXTENSION</p>			
<p>METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT TRANSIT ENGINEERING & CONSTRUCTION</p>				<p>POST, BUCKLEY, SCHUH & JERNIGAN, INC. ARCHITECTS, ENGINEERS AND PLANNERS</p>				<p>ARCHITECTS INTERNATIONAL</p>				<p>TENTH STREET STATION ESCALATOR CANOPY PLAN, ELEVATION</p>			
<p>APPROVED [Signature] DATE 1/15/93</p>				<p>APPROVED JAC DATE 1/15/93</p>				<p>SCALE AS NOTED DRAWING B-AR-2 SHEET TA-92-MR4-027</p>							

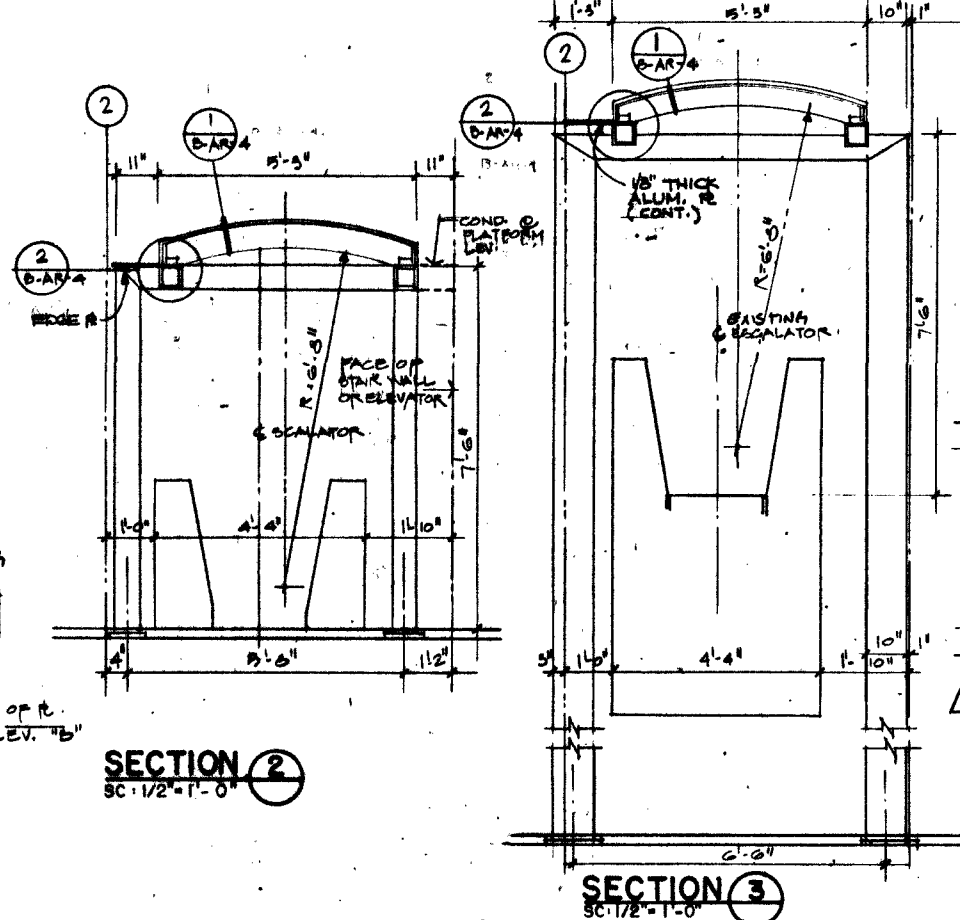


ELEVATION A
SC: 1/8" = 1'-0"

ELEVATION B
SC: 1/8" = 1'-0"

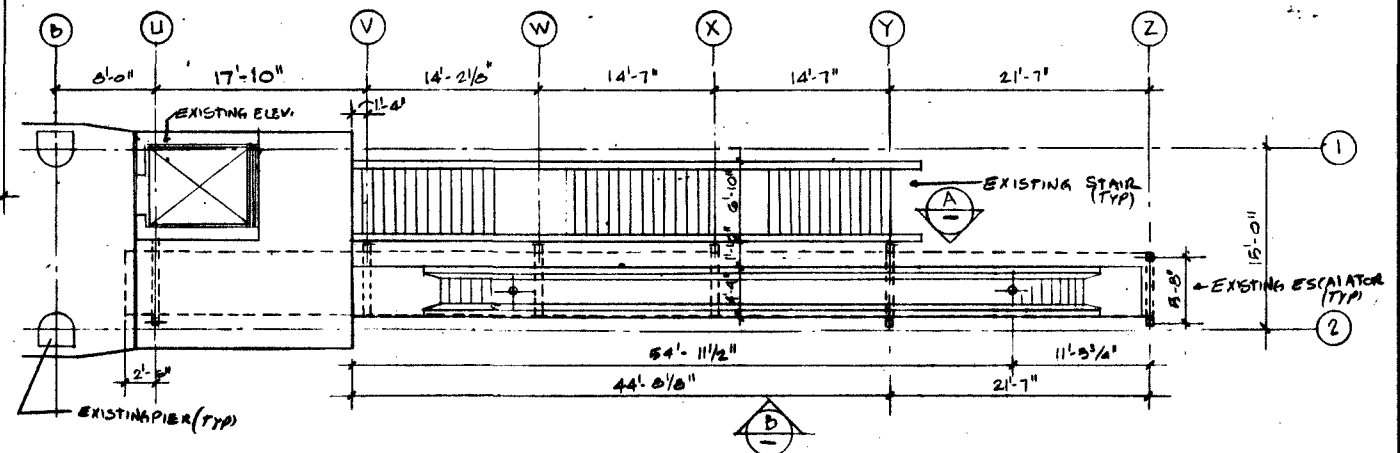


SECTION 1
SC: 1/2" = 1'-0"



SECTION 2
SC: 1/2" = 1'-0"

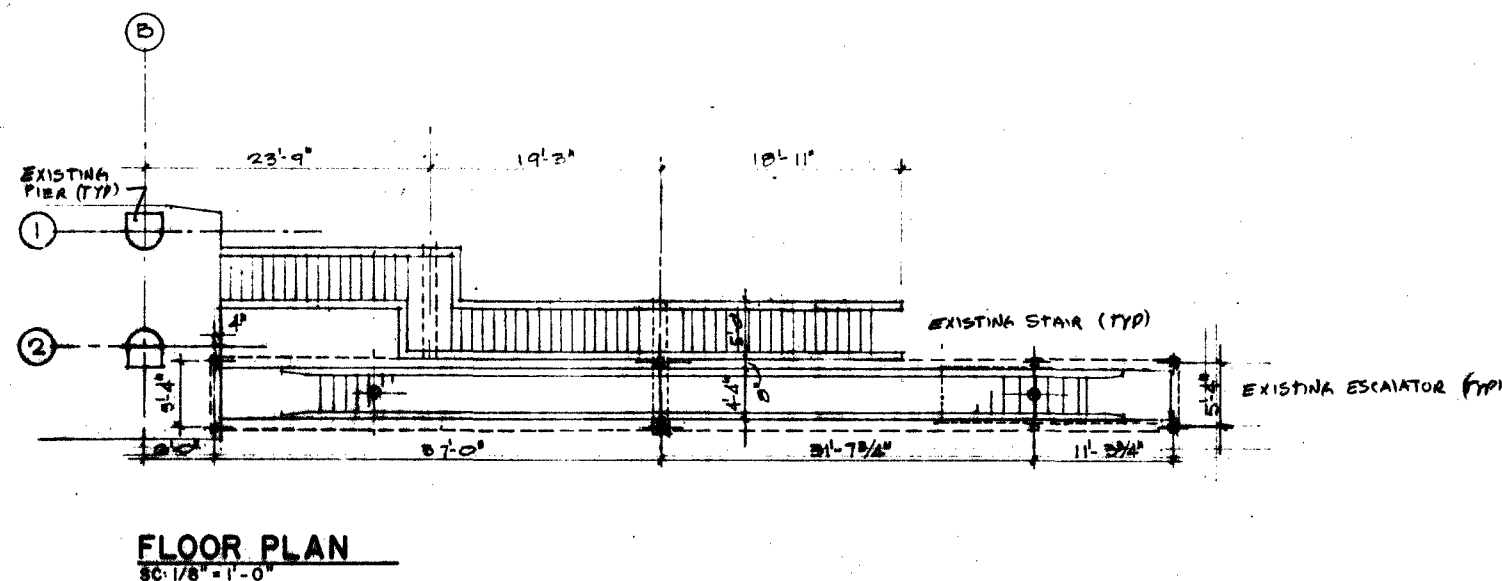
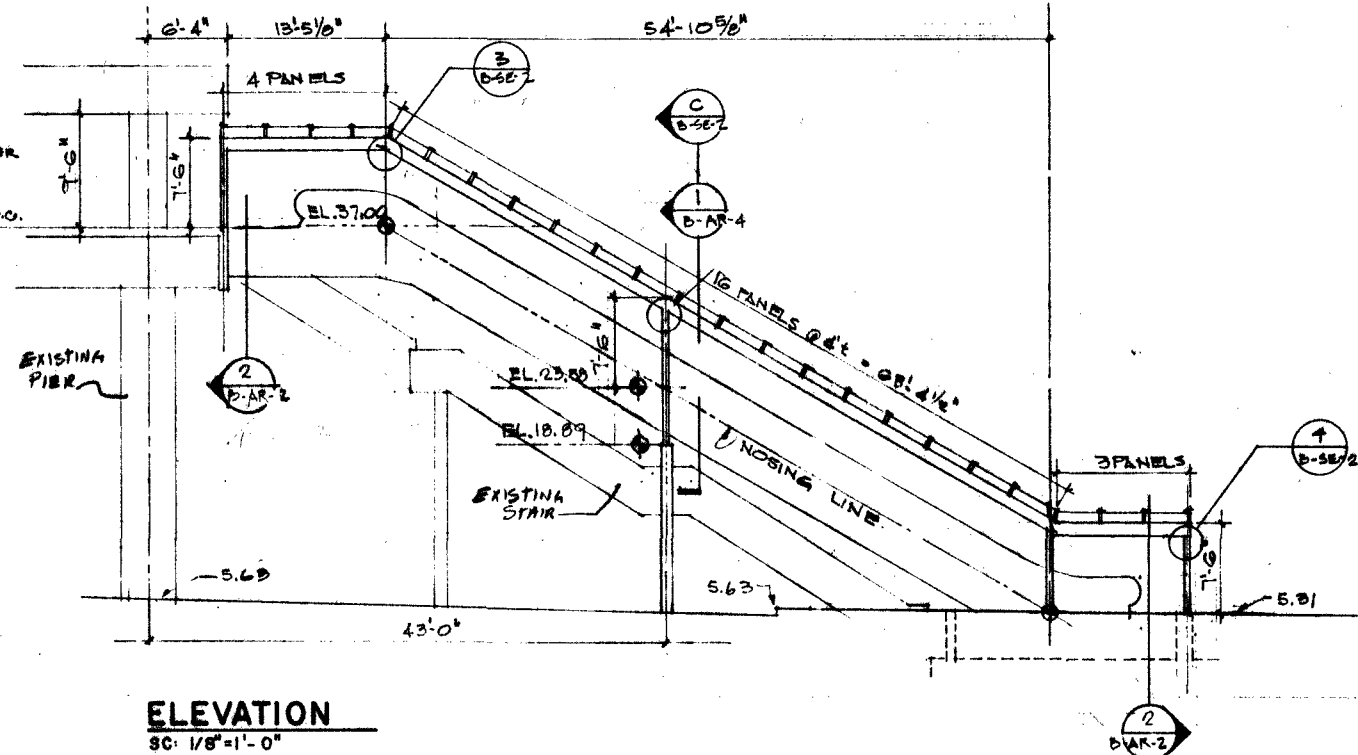
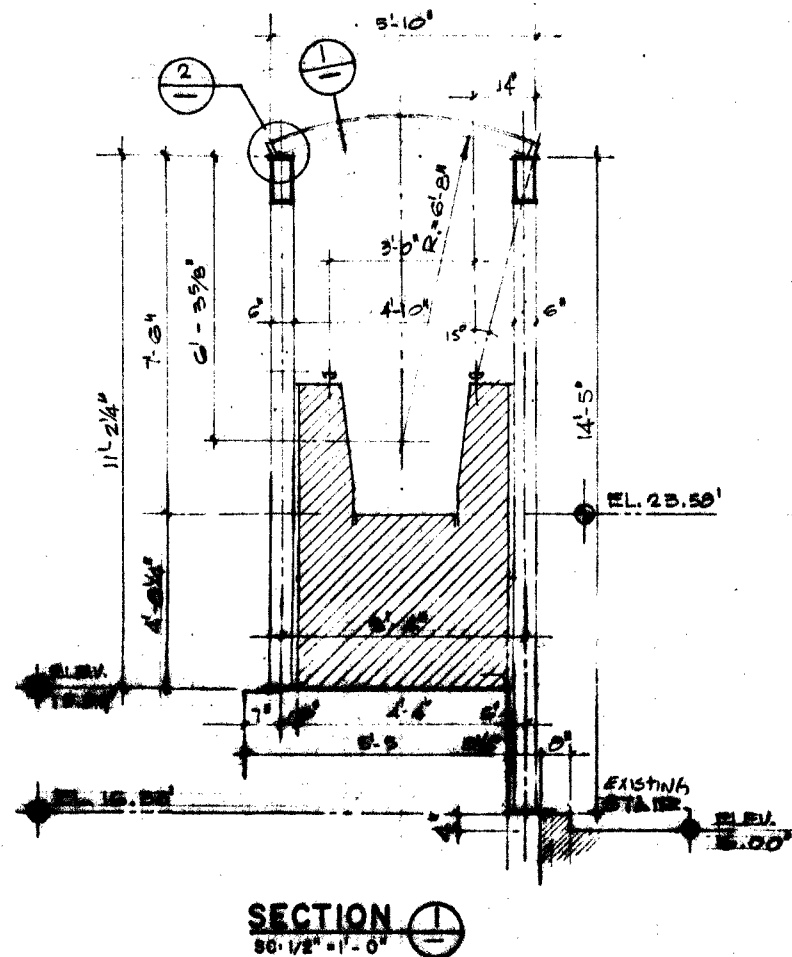
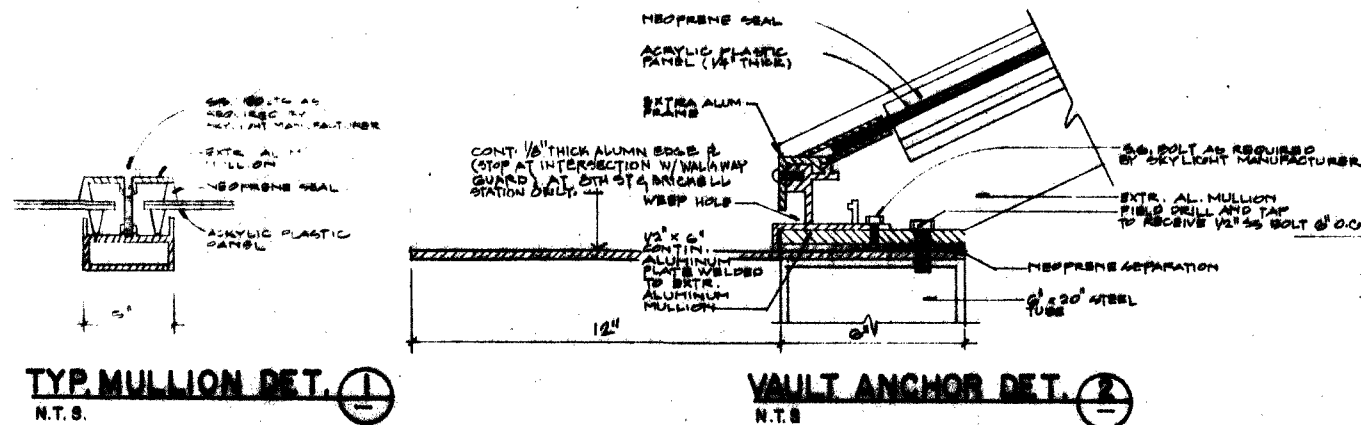
SECTION 3
SC: 1/2" = 1'-0"



FLOOR PLAN
SC: 1/8" = 1'-0"

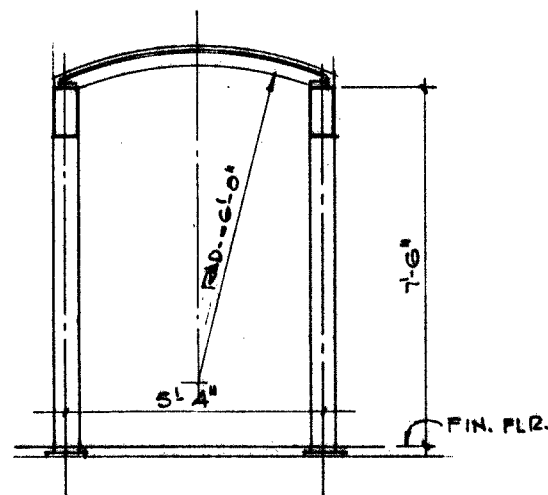
TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

CRL 1/93 SS 1/93 CRL 1/93 JAC 1/93 APPROVED DATE				METROMOVER EXTENSION PROJECT				BRICKELL EXTENSION			
METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT TRANSIT ENGINEERING & CONSTRUCTION				PBSI POST, BUCKLEY, SCHUH & JERNIGAN, INC. ARCHITECTS, ENGINEERS AND PLANNERS 227 N.E. 26th Terrace Miami, Florida				BRICKELL STATION ESCALATOR CANOPY PLAN, ELEVATION			
ISSUED FOR BIDDING 1/21/93				APPROVED <i>JAC</i> DATE 1/15/93				SCALE AS NOTED DRAWING B-AR-3 SHEET TA-92-MR4-028			



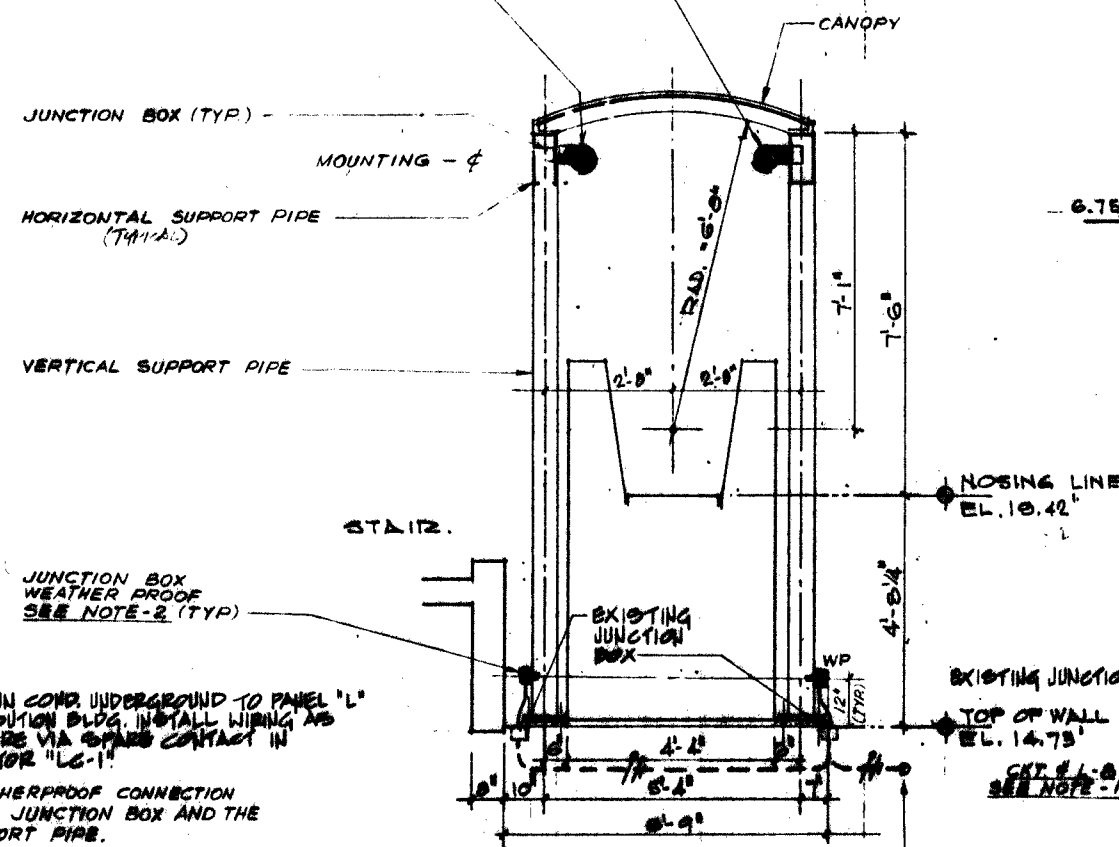
TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

METROMOVER EXTENSION PROJECT										BRICKELL EXTENSION	
METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT TRANSIT ENGINEERING & CONSTRUCTION										FINANCIAL DISTRICT STATION ESCALATOR CANOPY PLAN, ELEVATION	
ARCHITECTS INTERNATIONAL <small>227 N.E. 26th Terrace Miami, Florida</small>										SCALE AS NOTED DRAWING B-AR-4 SHEET TA-28-MRA-28	
ISSUED FOR BIDDING 1/21/93											
CAL DESIGNED DATE 1/93 BS DRAWN DATE 1/93 CAL CHECKED DATE 1/93 JAC APPROVED DATE 1/15/93	NO DATE BY APP REVISIONS	APPROVED <i>[Signature]</i> DATE 1/15/93 APPROVED <i>[Signature]</i> DATE 1/15/93									

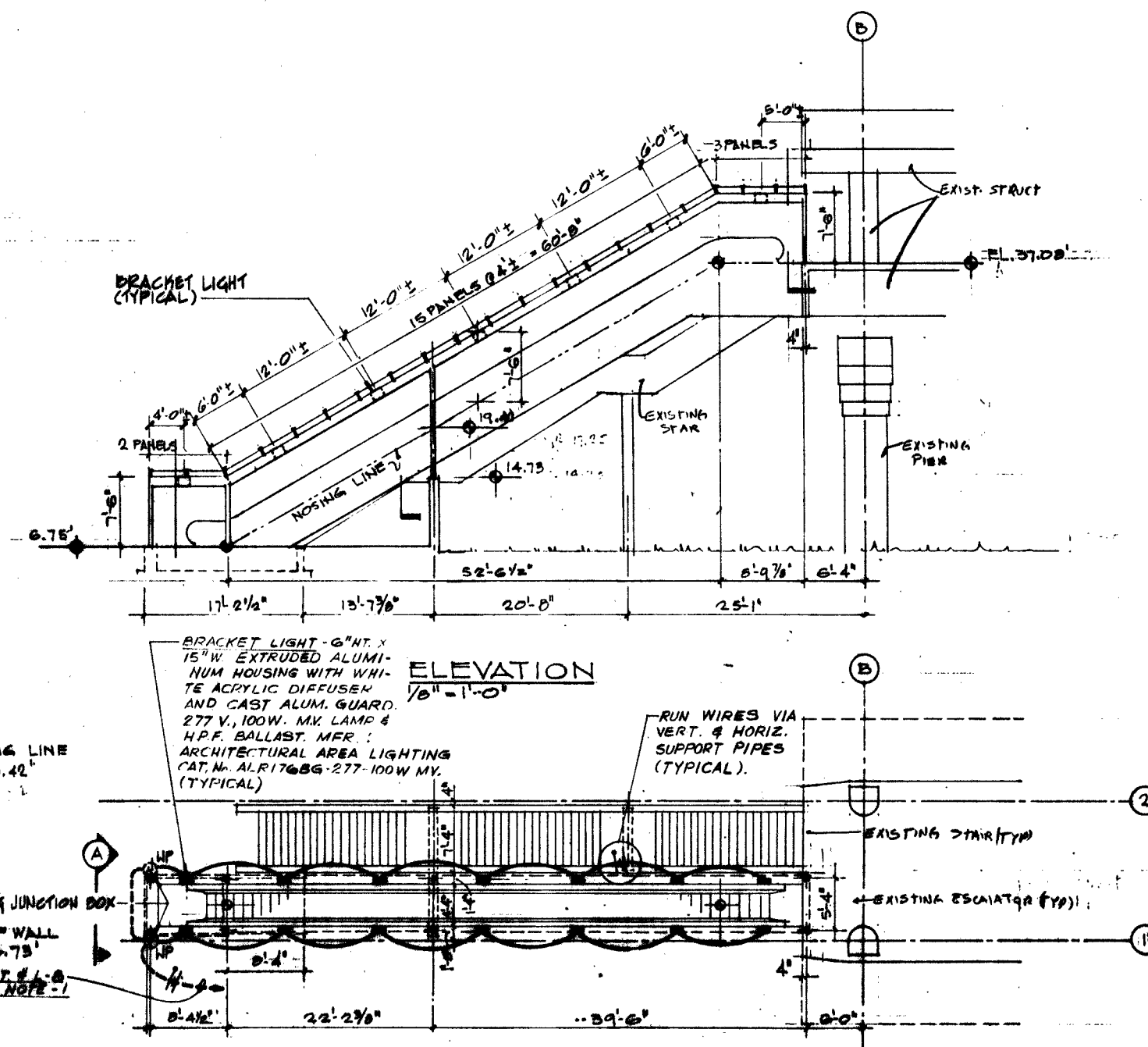


SECTION 1/2\"/>

BRACKET LIGHT - HORIZONTALLY MOUNTED ON BOTH SIDE OF CANOPY. SEE DESCRIPTION ON THE FLOOR PLAN.



SECTION A 1/2\"/>



ELEVATION 1/8\"/>

ESCALATOR FLOOR PLAN - LIGHTING 1/8\"/>

- NOTES:
- 1- EXISTING HOMERUN CONDUIT UNDERGROUND TO PANEL "L" IN POWER DISTRIBUTION BLDG. INSTALL WIRING AS INDICATED AND WIRE VIA SPARE CONTACT IN LIGHTING CONTACTOR "LC-1".
 - 2- PROVIDE A WEATHERPROOF CONNECTION BETWEEN THE JUNCTION BOX AND THE VERTICAL SUPPORT PIPE.

TO THE BEST OF OUR KNOWLEDGE, THIS PLAN AND THE SPECIFICATIONS APPLYING TO IT COMPLY WITH APPLICABLE MINIMUM BUILDING CODES.

<table border="1"> <tr> <td>DESIGNED</td> <td>10/92</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CHECKED</td> <td>10/92</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>APPROVED</td> <td>10/92</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>DATE</td> <td>10/92</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NO</td> <td>DATE</td> <td>BY</td> <td>APP</td> <td>REVISIONS</td> <td></td> </tr> </table>	DESIGNED	10/92					CHECKED	10/92					APPROVED	10/92					DATE	10/92					NO	DATE	BY	APP	REVISIONS		<p align="center">METROMOVER EXTENSION PROJECT</p> <p align="center">METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT TRANSIT ENGINEERING & CONSTRUCTION</p>	<p align="center">PBSI</p> <p align="center">PORT, BUCKLEY, SCHULZ & JERNIGAN, INC. ARCHITECTS, ENGINEERS AND PLANNERS</p>	<p align="center">ARCHITECTS INTERNATIONAL</p> <p align="center">227 N.E. 26th Terrace Miami, Florida</p>	<p align="center">BRICKELL EXTENSION</p> <p align="center">TENTH ST. PROMENADE STATION ESCALATOR CANOPY LIGHTING</p>	<p>SCALE: AS NOTED SHEET: B-EE-2 PROJECT: 1A-92-MR4-031</p>
DESIGNED	10/92																																		
CHECKED	10/92																																		
APPROVED	10/92																																		
DATE	10/92																																		
NO	DATE	BY	APP	REVISIONS																															

EIGHTH STREET STATION

EQUAL TO: SQUARE "D"				EXISTING PANEL				VOLTAGE: 277/480V, 3Ø, 4W					
TYPE: NEMO				W/ OVERLOAD BAR				MAINS: 100A. NEUTRAL: F/N					
MOUNTING: SURFACE								TYPE MAINS: M.L.O.					
								A.L.C. RATING: 14,000					
DESCRIPTION	A CIR. NO.	B CIR. NO.	C CIR. NO.	WIRE SIZE	TRIPS / M.L.O.	CIR. NO.	CIR. NO.	TRIPS / M.L.O.	WIRE SIZE	A CIR. NO.	B CIR. NO.	C CIR. NO.	DESCRIPTION
* GROUND/PLATFORM LTG	3.9			4 #12	20/1	1	2	20/1	#12, 3/4"	2.0			* STATION SIGN COM. AREA
* BACKLIT GRAPHIC ELEMENT	2.8			1 #12		3	4			2.1			* STAIR/SITE LTG.
* BACKLIT GRAPHIC ELEMENT	2.8			1 #12		5	6			1.0			* NOT IN SERVICE LIGHT
* STAIR/SITE LIGHTS	2.7			#12, 3/4"		7	8		#10, 3/4"	1.8			* ESCALATOR LTG
* SITE LIGHTS	3.0			#12, 3/4"		9	10			1.0			* SPARE
SPARE						11	12			1.0			
						13	14						
						15	16						
						17	18						
						19	20						
						21	22						
						23	24						
						25	26						
						27	28						
						29	30						
						31	32						
						33	34						
						35	36						
						37	38						
						39	40						
						41	42						
CONNECTED LOAD	6.0	0.0	0.0							3.0	0.0	0.0	CONNECTED LOAD
* VIA LIGHTING CONTACTOR LC-1				TOTAL CONNECTED KVA: 24.5									
				TOTAL DEMAND KVA: _____									

TENTH STREET PROMENADE STATION

EQUAL TO SQUARE Ø				EXISTING				VOLTAGE: 277/480V, 3Ø, 4W					
TYPE: MMS				PANEL				MAINS: 100 NEUTRAL: F/N					
MOUNTING: SURFACE				L				TYPE MAINS: M.L.O.					
				W/GROUND BAR				ALL RATING: 14,000					
DESCRIPTION	A CIR. NO.	B CIR. NO.	C CIR. NO.	WIRE SIZE	TRIPS / M.L.O.	CIR. NO.	CIR. NO.	TRIPS / M.L.O.	WIRE SIZE	A CIR. NO.	B CIR. NO.	C CIR. NO.	DESCRIPTION
* GND. LEVEL LTS.	2.7			#12-3/4"	20/1	1	2	20/1	#12-3/4"	2.0			STA. SIGN COLL. AREA
* PLATFORM LTS	1.8					3	4			2.4			STAIR LIGHTS
* BACKLIT GRAPHIC ELS	2.8					5	6			1.0			NOT IN SERVICE ELS
" " "	2.8					7	8		#10-3/4"	1.7			ESCALATOR LTS.
SPARE	1.0			—		9	10		—	1.0			SPARES
SPARE				—		11	12		—	1.0			
						13	14						
						15	16						
						17	18						
						19	20						
						21	22						
						23	24						
						25	26						
						27	28						
						29	30						
						31	32						
						33	34						
						35	36						
						37	38						
						39	40						
						41	42						
CONNECTED LOAD	2.7	0.0	0.0							3.7	0.0	0.0	CONNECTED LOAD
* VIA LIGHTING CONTRACTOR LC-1													
TOTAL CONNECTED KVA: 21.2													
TOTAL DEMAND KVA: _____													

BRICKELL STATION

EQUAL TO SQUARE D'													
TYPE UEMO													
MOUNTING: SURFACE													
EXISTING PANEL " L "													
V/GROUND BAR													
VOLTAGE: 277/480V, 3Ø, 4W													
MAINS: 100A NEUTRAL: F/N													
TYPE MAINS: M. L. O.													
A.L.C. RATING: 14,000													
DESCRIPTION	A 120V 1Ø	B 120V 1Ø	C 120V 1Ø	WIRE SIZE	TRIPS / M.L. POLES	CIR. NO.	CIR. NO.	TRIPS / M.L. POLES	WIRE SIZE	A 120V 1Ø	B 120V 1Ø	C 120V 1Ø	DESCRIPTION
* GROUND FLOOR LTG.	3.5			#12, 3/4"	20/1	1	2	20/1	#12, 3/4"	1.0			* STATION SIGN COLL AREA
* PLATFORM LEVEL LTG.	1.8			4 #12		3	4			2.4			* STAIR LIGHTS
* BACKLIT GRAPHIC ELEMENT	2.8			1 #12G		5	6			1.0			* NOT IN SERVICE SIGNS
* BACKLIT GRAPHIC ELEMENT	2.8			3/4" G.		7	8		#10, 3/4"	1.5			* ESCALATOR LTS.
SPARE	1.0			—		9	10		—	1.0			SPARES
SPARE	1.0	1.0		—		11	12		—	1.0	1.0		
SPACE	1.0			—		13	14		—	1.0			SPACE
	1.0			—		15	16		—	1.0			
		1.0		—		17	18		—		1.0		
			1.0	—		19	20		—			1.0	
				—		21	22		—				
				—		23	24		—				
				—		25	26		—				
				—		27	28		—				
				—		29	30		—				
				—		31	32		—				
				—		33	34		—				
				—		35	36		—				
				—		37	38		—				
				—		39	40		—				
				—		41	42		—				
CONNECTED LOAD	7.1	0.0	0.0							4.5	0.0	0.0	CONNECTED LOAD
* VIA LIGHTING CONTACTOR LC-1													
TOTAL CONNECTED KVA: 27.6													
TOTAL DEMAND KVA: _____													

FINANCIAL DISTRICT STATION

EQUAL TO SQUARE "D"				EXISTING PANEL				VOLTAGE: 277/480V. 3Ø, 4W					
TYPE: UEMD				W/GROUND BAR				MAINS: 100A. NEUTRAL: F/N					
MOUNTING: SURFACE								TYPE MAINS: M.L.O.					
								A.L.C. RATING: 14,000					
DESCRIPTION	A CIR. NO.	B CIR. NO.	C CIR. NO.	WIRE SIZE	TRIPS / M.L. POLES	CIR. NO.	CIR. NO.	TRIPS / M.L. POLES	WIRE SIZE	A CIR. NO.	B CIR. NO.	C CIR. NO.	DESCRIPTION
* GROUND FLOOR LG.	2.7			#12; 3/4"	20/1	1	2	20/1	#12; 3/4"	2.0			STATION SIGN COLL. AREA
* PLATFORM LEVEL LG.	1.1					3	4			2.4			STAIR LIGHTS
* BACKLIT GRAPHIC ELEMENT			2.8			5	6			1.0			* NOT IN SERVICE SIGN
* BACKLIT GRAPHIC ELEMENT	2.8					7	8		#10; 3/4"	1.8			ESCALATOR LG.
SPARE	1.0			—		9	10		—	1.0			SPARES
SPARE		1.0		—		11	12		—	1.0			
						13	14						
						15	16						
						17	18						
						19	20						
						21	22						
						23	24						
						25	26						
						27	28						
						29	30						
						31	32						
						33	34						
						35	36						
						37	38						
						39	40						
						41	42						
CONNECTED LOAD	2.8	0.1	0.0							3.0	0.4	0.0	CONNECTED LOAD
TOTAL CONNECTED KVA: 20.6													
TOTAL DEMAND KVA: 20.6													
* VIA LIGHTING CONTACTOR LC-1													

METROMOVER EXTENSION PROJECT

METROPOLITAN DADE COUNTY
PUBLIC WORKS DEPARTMENT
TRANSIT ENGINEERING & CONSTRUCTION



POST, BUCKLEY, SCHUH
& JERNIGAN, INC.
ARCHITECTS, ENGINEERS, AND PLANNERS

BRICKELL EXTENSION

ALL STATIONS
PANELBOARD SCHEDULES

ISSUED FOR BIDDING 1/21/93

NO SCALE B-EE-5 TA-92-MR4-034

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

Beverage(s) - shall mean all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral, purified, flavored or enhanced), (viii) liquid concentrate teas and brewed teas, (ix) frozen carbonated and non-carbonated beverages, (x) bar mixers, including shelf stable juices and other mixers, and (xi) any future categories of nonalcoholic beverage products that may be distributed. Note: The definition of Beverage(s) is undergoing continued updates and is subject to change.

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

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

Business Management Workforce System (BMWS) – shall refer to the County's web-based system that firms must utilize to comply with Small Business Enterprise (SBE), Wage and/or Workforce Programs and Subcontractor reporting requirements (<http://mdcsbd.qob2g.com>).

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

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

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

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

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

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

FEMA – shall mean the Federal Emergency Management Agency.

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

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

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

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

Neurodivergent – shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia and, other learning disabilities.

NFE – shall refer to Non-Federal Entity, which means a state, local government, Indian tribe, institution of higher education, hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient. 2 C.F.R. § 200.69.

Pouring Rights – shall mean the right to make available, sell, dispense, and serve Beverages, which right may or may not be to the exclusion of certain Beverage makers and distributors.

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

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

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

Solicitation – shall mean this documentation, including all addenda.

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

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

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

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

B. Supplier/Vendor Registration

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

To complete the registration, Supplier/Vendor must have the following documents: Miami-Dade County Local Tax Receipt (for Suppliers/Vendors

SECTION 1 GENERAL TERMS AND CONDITIONS

with a physical location within Miami-Dade County), Certificate of Incorporation (if applicable), and the Supplier's/Vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner or individual must be provided as the legal entity identifier. To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

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

C. Public Entity Crimes

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

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

D. Request for Additional Information

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

E. Contents of Solicitation and Bidders' Responsibilities

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

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

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

F. Change or Withdrawal of Bids

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

G. Conflicts within the Solicitation

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

H. Prompt Payment Terms

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

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

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

"The time at which payment shall be due for Small Business Enterprises (SBEs), shall be fourteen (14) calendar days from receipt of a proper invoice. Billings from Prime Contractors under either services or goods contracts pursuant to Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, respectively, that are a SBE contract set-aside, bid preference or contain a

SECTION 1

GENERAL TERMS AND CONDITIONS

subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute, within fourteen (14) calendar days of receipt of a proper invoice. The Prime Contractor shall pay those amounts not in dispute to subcontracting SBEs within two days of receipt of payment from the County."

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

I. Accounts Receivable Adjustments

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

1.3. PREPARATION OF BIDS

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

1.4. CANCELLATION OF BID SOLICITATION

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

1.5. AWARD OF SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the Solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Solicitation, as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in

the best interest of the County.

- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the Scope of Work/Technical Specifications of this Solicitation remains the same.
- E. Award of this Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to Section 2-8.1(g) of the Code of Miami-Dade County, the Bidder's performance as a Prime Contractor or Subcontractor on previous County contracts shall be considered in evaluating the Bid received for this Solicitation.
- G. To obtain a copy of the Bid tabulation, upon notice of award recommendation, Bidder may request bid tabulations or other award information by contacting the contact person outlined within the Solicitation. Information will then be provided electronically.
- H. The Solicitation, any addenda and/or properly executed modifications, the purchase order, work order, and any change order(s) shall constitute the resultant Contract.
- I. In accordance with Resolution R-1574-88, the Strategic Procurement Department Director or their authorized designee will decide all Tie Bids.
- J. Award of this Bid may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation.
- K. In accordance with Resolution No. [R-828-19](#), the County reserves the right to request from any Bidder the disclosure of any lawsuits which include allegations of discrimination in the ten years prior to date of the Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits.
- L. The County further reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the County deems necessary.
- M. Pursuant to Florida Statutes Section 287.05701, Bidders are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Bidder when determining if a Bidder is a responsible vendor nor will the County give preference to a Bidder based on the Bidder's social, ideological or political interests.

1.6. CONTRACT EXTENSION

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

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

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the Awarded Bidder against factory defects and workmanship. At no expense to the County, the Awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Additional/Special Terms and Conditions of the Solicitation may supersede the manufacturer's standard

SECTION 1 GENERAL TERMS AND CONDITIONS

warranty.

1.8. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

1.9. QUANTITIES

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

1.10. NON-EXCLUSIVITY

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

1.11. LOCAL PREFERENCE:

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

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

A. A Local Business is defined as:

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

Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and,

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

1.12. CONTINUATION OF WORK

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

1.13. BID PROTEST

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

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

- A. A written intent to protest shall be filed with the Clerk of the Board and emailed to all participants in the competitive process within three County workdays of the filing of the County Mayor's recommendation. This three-day period begins on the County workday after the filing of the County Mayor's or designee's recommendation. Such written intent to protest shall state the grounds on which it is based and shall be accompanied by a filing fee as detailed below.
- B. The written intent to protest shall be accompanied by a non-refundable filing fee (the Filing Fee), payable to the Clerk of the Board, in accordance with the schedule provided below:

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

SECTION 1

GENERAL TERMS AND CONDITIONS

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

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

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

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

1.14. FEDERAL, STATE AND LOCAL REQUIREMENTS COMPLIANCE

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

- a) Equal Employment Opportunity clause provided under 41 CFR Part 60-1 in accordance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
Paragraph 1.14. b) MIAMI-DADE COUNTY SMALL BUSINESS ENTERPRISES DEVELOPMENT PARTICIPATION PROVISIONS SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES
- c) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance."
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- h) Sections 11A-60 – 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- k) Section 448.07, Florida Statute "Wage Rate Discrimination Based on Sex Prohibited."
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.) "Discrimination."

- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- o) Any other laws prohibiting wage rate discrimination based on sex.

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

1.15. LICENSES, PERMITS AND FEES

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

1.16. SUBCONTRACTING

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

1.17. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES

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

1.18. ASSIGNMENT

The Awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of the Contract, including any rights, title, or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the County.

1.19. DELIVERY

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

1.20. RESPONSIBILITY AS EMPLOYER

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

SECTION 1

GENERAL TERMS AND CONDITIONS

of the County. Each employee of the Awarded Bidder shall have and wear proper identification.

1.21. INDEMNIFICATION

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

1.22. INSURANCE REQUIREMENTS

Unless Otherwise Stated in the Solicitation

A. The Awarded Bidder shall furnish to the Vendor Outreach & Support Services Section, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Failure to maintain such insurance throughout the term of the Contract shall be a cause for debarment under Section 10-38 of the Code of Miami-Dade County.
2. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage.

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

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

Or

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

C. Certificates of Insurance must meet the following requirements:

1. Signature of agent must be included.
2. If Automobile Liability Insurance is required above, insurance must be provided for all the following vehicles:
 - a) Owned
 - b) Non-owned
 - c) Hired

3. If Commercial General Liability Insurance is required above, Certificate of Insurance must show **Miami-Dade County as an additional insured for that coverage.**
4. Certificate Holder must read exactly as presented below:

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

D. Compliance with the requirements in this Paragraph shall not relieve the Awarded Bidder of its liability and obligation under this, or under any other, section of the Contract. The Awarded Bidder shall provide to the County the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of this Solicitation, the Awarded Bidder shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the Awarded Bidder to provide the required insurance documents in the manner and within the timeframes prescribed, may result in the Awarded Bidder being deemed non-responsible and the issuance of a new award recommendation.

No Work shall be authorized or shall commence under the Contract until the Awarded Bidder has complied with the foregoing insurance requirements.

E. The Awarded Bidder shall assure that the Certificates of Insurance required in conjunction with this Paragraph remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If any Certificate of Insurance is scheduled to expire during the term of the Contract, the Awarded Bidder shall submit new or renewed Certificate(s) of Insurance to the County before such expiration.

F. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Awarded Bidder shall be responsible for all direct and indirect costs associated with such termination.

1.23. COLLUSION

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

1.24. MODIFICATION OF CONTRACT

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

SECTION 1

GENERAL TERMS AND CONDITIONS

1.25. TERMINATION FOR CONVENIENCE

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

1.26. TERMINATION FOR DEFAULT

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

1.27. BREACHES AND DISPUTE RESOLUTION

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

1.28. FRAUD AND MISREPRESENTATION

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

1.29. OFFICE OF THE INSPECTOR GENERAL

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

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records, and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts.

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

"The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the Code of Miami-Dade County."

1.30. PRE-AWARD INSPECTION

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

1.31. PROPRIETARY/CONFIDENTIAL INFORMATION

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

By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by electronically signing the Solicitation submittal form, knowingly and expressly waives all claims made that the Bid, or any part thereof, no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

1.32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;

SECTION 1
GENERAL TERMS AND CONDITIONS

6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.33. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

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

1.34. LOBBYIST CONTINGENCY FEES

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

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

1.35. AUDITS – ACCESS TO RECORDS

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

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Awarded Bidder will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole

or in part with government funds. The Awarded Bidder agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

1.36. INVOICES

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

All invoices shall contain the following information:

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

1.37. COUNTY USER ACCESS PROGRAM (UAP)

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

A. User Access Fee

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

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

SECTION 1 GENERAL TERMS AND CONDITIONS

Bidder participation in this invoice reduction portion of the UAP is mandatory.

B. Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to the approved entities a UAP Participant Validation Number. The Awarded Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this Paragraph. Awarded Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The Awarded Bidder shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

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

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

C. Bidder Compliance

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

1.38. DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

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

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

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

1.39. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the Awarded Bidder shall be the most recent model available. Any optional components which are required in accordance with the specifications herein shall be considered standard equipment for the purposes of this Solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications herein does not relieve the Awarded Bidder from furnishing a complete unit. The equipment shall conform to all applicable Federal (including OSHA),

State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable. The engineering, materials, and workmanship associated with the Awarded Bidder's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

1.40. PATENTS AND ROYALTIES

The Awarded Bidder, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Contractor. The Awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by Awarded Bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser (County) will provide prompt written notification of a claim of copyright or patent infringement.

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

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

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

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

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

1.42. GOVERNING LAW AND VENUE

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

1.43. BANKRUPTCY

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

SECTION 1 GENERAL TERMS AND CONDITIONS

portion of the property of the Awarded Bidder under federal bankruptcy law or any state insolvency law.

1.44. SURVIVAL

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

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

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

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

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

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

Set-Asides

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

Where applicable:

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

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

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

For Contracts set-aside for SBE participation, Bidders must submit a completed Certificate of Assurance acknowledging the required SBE

measure at the time of Bid submission. Where subcontracting is allowed or required on a set-aside contract, Bidders may also be required to submit a Utilization Plan via BMWS.

Bid Preference

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

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

Subcontractor Goals

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

Certification

SBEs must be certified by SBD. For certification information, please contact SBD at 305-375-3111 or online at

<https://www.miamidade.gov/smallbusiness/enterprise-programs.asp>.

The enterprises must be certified by bid submission deadline and at contract award, to remain eligible for the preference.

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

1.46. LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (VBE) in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to Bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

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

SECTION 1
GENERAL TERMS AND CONDITIONS

Offer (also known as a BAFO), then the price submitted as part of the Best and Final Offer shall be the Contract price.

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

1.47. APPLICATION OF PREFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.50. NONDISCRIMINATION

During the performance of this Contract, Awarded Bidder agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, 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 based on 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.

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

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

The Awarded Bidder shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in

SECTION 1

GENERAL TERMS AND CONDITIONS

order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable, shall be a material breach of the Contract and shall be enforced in accordance with the terms of the Contract.

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

1.52. ASPIRATIONAL POLICY REGARDING DIVERSITY

Pursuant to Resolution No. R-1106-15, Miami-Dade County Suppliers/Vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of Work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations.

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

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

1.54. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The

Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination, the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

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

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

1.55. LABOR, MATERIALS, AND EQUIPMENT

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

1.56. ACCIDENT PREVENTION AND BARRICADES

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

1.57. CLEAN-UP

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

SECTION 1

GENERAL TERMS AND CONDITIONS

1.58. 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Contract within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

1.59. FAA ADDITIONAL/SPECIAL PROVISIONS**A. Compliance with Nondiscrimination Requirements**

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

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

5. Sanctions for Noncompliance: In the event of a Contractor's non-compliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Contract until the Contractor complies and/or;
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

C. All Contracts and subcontracts that result from this Solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

1.60. FORCE MAJEURE

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

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail

SECTION 1 GENERAL TERMS AND CONDITIONS

message to the project manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience, negotiate with the next low Bidder, or obtain the goods and/or services through a separate contract.

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

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

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

Additionally, the Contractor acknowledges and agrees that this Paragraph and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Paragraph 1.14 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section [908.111](#), F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions as provided for in Paragraph 1.26 of this Contract. If County terminates this Contract for cause under this subsection, County shall retain its rights under Paragraph 1.28 of the Contract to (1) terminate or cancel any other Contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

1.62. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

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

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

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

1.63. POURING RIGHTS

The County reserves the right, at its sole and absolute discretion, to enter into future agreements with other Suppliers/Vendors to provide such Suppliers/Vendors the exclusive right to supply the County with Beverages or enter into agreements that provide that certain branded Beverages shall be the only Beverages that will be sold, dispensed, or served at County facilities. Such agreements may take the form of Pouring Rights agreements, sponsorship agreements, marketing partnership agreements or other exclusive rights agreements. The Contractor agrees and acknowledges that because of such future agreements the Contractor may be required to supply only Beverages of a certain brand to the County. Additionally, the Contractor agrees and acknowledges that such agreements may cause the County to terminate this agreement with the Contractor.

1.64. COMPLIANCE WITH FEDERAL PROVISIONS, INCLUDING FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

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

A. EQUAL EMPLOYMENT OPPORTUNITY

- i. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- ii. **Required Language.** 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity,

SECTION 1 GENERAL TERMS AND CONDITIONS

or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon

each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

- (1) Contractors who apply or bid for, or have received an award exceeding \$25,000, shall file the attached **Exhibit C – Suspension and Debarment Certification Form**.
- (2) Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (3) Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) Certification is a material representation of fact relied upon by Miami-Dade County. If it is later determined that the Contractor did not

SECTION 1

GENERAL TERMS AND CONDITIONS

comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (5) The Bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this Bid is valid and throughout the period of any Contract that may result from this Solicitation. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Accordingly, if applicable to this Contract,

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

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

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

SECTION 1

GENERAL TERMS AND CONDITIONS

- a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
 - b. Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
 - (3) The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these Contract clauses.
 - (4) A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.
 - (5) The Copeland "Anti-Kickback Act" provides for the following standards: Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. **Breach.** A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12."

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

- (1) **Applicability.** This requirement applies to all FEMA contracts awarded by the County in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (2) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Paragraph (F)(2) of this section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (F)(2) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (F)(2) of this section.
- (4) **Withholding for unpaid wages and liquidated damages.** Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated. Damages as provided in the clause set forth in Paragraph (F)(3) of this section.
- (5) **Contractor or Subcontractor.** the clauses set forth in Paragraphs (F)(1) through (4) of this section shall be inserted in any subcontracts and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Paragraphs (F)(1) through (4) of this section."

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

- (i) Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

SECTION 1

GENERAL TERMS AND CONDITIONS

- (ii) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security (DHS), the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

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

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

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

H. PROCUREMENT OF RECOVERED MATERIALS

(Applicability: Contracts exceeding \$10,000).

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

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

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

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

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

(b) **Prohibitions.**

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in Paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative

agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

- (1) This clause does not prohibit Contractors from providing:
 - (i) A Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) **Reporting requirement.**

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

SECTION 1 GENERAL TERMS AND CONDITIONS

recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

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

J. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

Pursuant to C.F.R. 200.321 (g), Miami-Dade County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

L. ACCESS TO RECORDS

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

- 1) The Contractor agrees to provide Miami-Dade County, the FEMA Administrator, the Comptroller General of the United States, Inspector General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of

Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Miami-Dade County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

M. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or, acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any Work subject to copyright under 17 U.S.C. §102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in the performance of this Contract in formats acceptable by the County.

N. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

O. DHS SEAL, LOGO, AND FLAG

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in the any subcontracts.

SECTION 1
GENERAL TERMS AND CONDITIONS

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

R. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract as stipulated in Paragraph 1.24 above. All changes to the method, pricing, or schedule of work must be reasonable and the Contractor shall not present any claim which is not allowable or allocable under any FEMA rule, requirement, or standard. The Contractor shall present all full and complete written justification, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

S. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, FEMA, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of Work arising from this Contract.

MIAMI-DADE COUNTY, FLORIDA

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

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **BUILDING**

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

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

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

LCPTRACKER – CONTRACTOR QUICK START GUIDE

2023

INDEX
RESPONSIBLE WAGES AND BENEFITS
CONSTRUCTION TYPE: BUILDING

A. SUPPLEMENTAL GENERAL CONDITIONS

MINIMUM WAGES AND POSTING OF INFORMATION	1-3
LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING	3
PAYROLLS; BASIC RECORDS; REPORTING	3-5
SUBCONTRACTS	5
COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT.....	5-7
APPRENTICES AND TRAINEES	7-8
OTHER STATE AND FEDERAL WAGE LAWS.....	9

B. WAGES AND BENEFITS SCHEDULES

BRICKLAYERS	1
CARPENTERS	2-4
DRYWALL FINISHERS	5
ELECTRICAL WORKERS	6-7
ELECTRICAL WORKERS (ELECTRIC SIGN)	8
ELEVATOR CONSTRUCTORS	9
INSULATORS & ASBESTOS WORKERS	10
IRONWORKERS	11
LABORERS	12-13
MILLWRIGHTS, MACHINERY ERECTORS & DIVERS	14
OPERATING ENGINEERS	15-16
PAINTERS/WALL COVERING INSTALLATIONS	17-18
PILEDRIVERS, BRIDGE CARPENTERS & DIVERS.....	19-21
PIPEFITTERS (AIR CONDITIONING, REFRIGERATION AND HEATING)	22-26
PLUMBERS	27-28

INDEX
RESPONSIBLE WAGES AND BENEFITS
CONSTRUCTION TYPE: BUILDING

ROOFERS29-30

SHEET METAL WORKERS.....31-32

SPRINKLER FITTERS33

WELDERS34

- C. NOTICE TO EMPLOYEES**
- D. FAIR WAGE AFFIDAVIT**
- E. LCPTRACKER - CONTRACTOR QUICK START GUIDE**

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

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

This Supplemental General Conditions is organized with the following sections:

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

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the combined dollar value (hourly rate and benefits) listed in the Wages and Benefits Schedule for work being performed. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be no less than those contained in the Wages and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wages and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceeds the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

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

B. Fringe Benefits

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

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

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

C. More than One Classification

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

D. Classification Not Listed in the Wage Schedule

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

E. Complaints by Workers

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

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

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

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

F. Posting of Wages

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

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders

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

B. Penalties

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

C. Withholding Contractor Payments

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

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

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

B. LCPtracker

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

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

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

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

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

- Go to the LCPtracker Website: www.lcptracker.net
- Enter your username/password
- Select "Watch Now" on the Projects tab and register for the Online training sessions

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

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

C. Inspection of Records

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

4. SUBCONTRACTS

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

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will investigate the complaint and notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation. The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under

them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor/subcontractor to the employee on the work and the amounts received by such employee where violations have been found.

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

B. Hearings

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

C. Penalties

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

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

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

6. APPRENTICES AND TRAINEES

A. Apprentices

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

**Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV**

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

B. Apprentice Ratio

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the wage rate on the Wages and Benefits Schedule for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be

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

C. Apprentice Fringe Benefits

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

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

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

7. OTHER STATE AND FEDERAL WAGE LAWS

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Bricklayer	\$ 26.30	\$ 5.40	\$ 3.15	\$ 34.85
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(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

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

Apprentices:

1st 6 month period	\$ 17.10	\$ 5.40	\$ 3.15	\$ 25.65
2nd 6 month period	\$ 18.41	\$ 5.40	\$ 3.15	\$ 26.96
3rd 6 month period	\$ 19.73	\$ 5.40	\$ 3.15	\$ 28.28
4th 6 month period	\$ 21.04	\$ 5.40	\$ 3.15	\$ 29.59
5th 6 month period	\$ 22.36	\$ 5.40	\$ 3.15	\$ 30.91
6th 6 month period	\$ 23.67	\$ 5.40	\$ 3.15	\$ 32.22

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Carpenter	\$ 25.65	\$ 5.50	\$ 6.65	\$ 37.80
Foreman (5 or more workers one must be a Foreman)	\$ 27.78	\$ 5.50	\$ 6.65	\$ 39.93
Foreman (12 or more workers)	\$ 31.54	\$ 5.50	\$ 6.65	\$ 43.69
General Foreman (2 or more foremen)	\$ 33.84	\$ 5.50	\$ 6.65	\$ 45.99

Apprentices:

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

1st 6 month period	\$ 15.90	\$ 5.50	\$ 6.65	\$ 28.05
2nd 6 month period	\$ 17.19	\$ 5.50	\$ 6.65	\$ 29.34
3rd 6 month period	\$ 18.47	\$ 5.50	\$ 6.65	\$ 30.62
4th 6 month period	\$ 19.75	\$ 5.50	\$ 6.65	\$ 31.90
5th 6 month period	\$ 21.03	\$ 5.50	\$ 6.65	\$ 33.18
6th 6 month period	\$ 22.32	\$ 5.50	\$ 6.65	\$ 34.47
7th 6 month period	\$ 23.60	\$ 5.50	\$ 6.65	\$ 35.75
8th 6 month period	\$ 24.88	\$ 5.50	\$ 6.65	\$ 37.03

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

Acoustic Ceilings

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

Doors

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

Floor Covering

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Forms

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

Furniture

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

Lathing

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

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

Material Procedures

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Railing

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

Scaffolding

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

Sink Tops and Cabinets

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

Weather and Spray Protection

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

Windows, Walls and Partitions

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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DRYWALL FINISHERS

Drywall Finisher - Hand Tools	\$ 21.54	\$ 6.72	\$ 5.83	\$ 34.09
Drywall Finisher - Bazooka Box	\$ 22.54	\$ 6.72	\$ 5.83	\$ 35.09

\$1.00 Charge person working up to 5 employees

\$1.50 Charge person working 6 or more employees

\$1.00 General Foreman above highest paid Charge person

Apprentices:

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

1st 6 months	\$ 14.00	\$ 6.72	\$ 1.67	\$ 22.39
2nd 6 months	\$ 15.08	\$ 6.72	\$ 1.67	\$ 23.47
3rd 6 months	\$ 16.16	\$ 6.72	\$ 1.67	\$ 24.55
4th 6 months	\$ 17.23	\$ 6.72	\$ 1.67	\$ 25.62
5th 6 months	\$ 18.31	\$ 6.72	\$ 1.67	\$ 26.70
6th 6 months	\$ 19.39	\$ 6.72	\$ 1.67	\$ 27.78
7th and 8th 6 months	\$ 20.46	\$ 6.72	\$ 1.67	\$ 28.85

APPRENTICE RATIO: One (1) Apprentice to every one (1) Drywall Finisher

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Electrician - Wiremen	\$ 38.71	\$ 6.00	\$ 5.81	\$ 50.52
Electrician - Cable Splicer	\$ 39.21	\$ 6.00	\$ 5.88	\$ 51.09
Welder	\$ 39.21	\$ 6.00	\$ 5.88	\$ 51.09
Foremen - Required on any job where 3-9 electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.	\$ 42.58	\$ 6.00	\$ 6.39	\$ 54.97
General Foremen (22 or more Electricians)	\$ 46.45	\$ 6.00	\$ 6.97	\$ 59.42

Per Hour Premiums:

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

Apprentices:

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

1st Year	\$ 19.26	\$ 4.57	\$ 0.58	\$ 24.41
2nd Year	\$ 20.36	\$ 4.57	\$ 3.05	\$ 27.98
3rd Year	\$ 22.54	\$ 4.57	\$ 3.38	\$ 30.49
4th Year	\$ 24.72	\$ 4.57	\$ 3.71	\$ 33.00
5th Year	\$ 29.03	\$ 4.57	\$ 4.35	\$ 37.95

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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ELECTRICAL WORKERS, Continued

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

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

**MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023**

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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ELECTRICAL WORKERS (ELECTRIC SIGN)

Electrician - Wireman	\$ 38.71	\$ 6.00	\$ 5.81	\$ 50.52
Foreman - Required on any job where ten (10) Electricians are employed, one shall be designated foreman.	\$ 42.58	\$ 6.00	\$ 6.39	\$ 54.97

Per Hour Premiums:

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

Apprentices:

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

1st year	\$ 19.26	\$ 4.57	\$ 0.58	\$ 24.41
2nd year	\$ 20.36	\$ 4.57	\$ 3.05	\$ 27.98
3rd year	\$ 22.54	\$ 4.57	\$ 3.38	\$ 30.49
4th year	\$ 24.72	\$ 4.57	\$ 3.71	\$ 33.00
5th year	\$ 29.03	\$ 4.57	\$ 4.35	\$ 37.95

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Mechanics	\$ 51.26	\$ 16.08	\$ 20.56	\$ 87.90
Mechanic In Charge	\$ 57.67	\$ 16.08	\$ 20.56	\$ 94.31

Apprentices:

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

Probationary Apprentice/Helper (0 - 6 mo.)	\$ 25.63	\$ -	\$ -	\$ 25.63
Probationary Apprentice/Helper (7 mo. - 1 yr.)	\$ 28.19	\$ 16.08	\$ 20.56	\$ 64.83
1st year	\$ 28.19	\$ 16.08	\$ 20.56	\$ 64.83
2nd year	\$ 33.32	\$ 16.08	\$ 20.56	\$ 69.96
3rd year & Helpers	\$ 35.88	\$ 16.08	\$ 20.56	\$ 72.52
4th year & Asst. Mechanics	\$ 41.01	\$ 16.08	\$ 20.56	\$ 77.65

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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INSULATORS & ASBESTOS WORKERS *

Insulators or Asbestos Workers	\$ 24.05	\$ 8.82	\$ 7.15	\$ 40.02
Foreman (1 to 4 workers)	\$ 24.55	\$ 8.82	\$ 7.15	\$ 40.52
Foreman (5 or more workers)	\$ 24.80	\$ 8.82	\$ 7.15	\$ 40.77
General Foreman (15 or more workers)	\$ 25.55	\$ 8.82	\$ 7.15	\$ 41.52

*** These rates were updated pursuant to Section 2-11.16 of the County Code to reflect the rates in local area non-discriminatory negotiated contracts between organizations which represent employees and contractors effective January 1, 2023.**

Per Hour Premiums:

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

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

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

Apprentices:

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

1st year	\$ 15.15	\$ 8.82	\$ 7.15	\$ 31.12
2nd year	\$ 16.84	\$ 8.82	\$ 7.15	\$ 32.81
3rd year	\$ 19.24	\$ 8.82	\$ 7.15	\$ 35.21
4th year	\$ 21.65	\$ 8.82	\$ 7.15	\$ 37.62

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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INSULATORS & ASBESTOS WORKERS, Continued

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

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

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

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

**MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023**

"BUILDING CONSTRUCTION"

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

Ironworkers	\$ 27.00	\$ 6.00	\$ 6.07	\$ 39.07
Foreman *	\$ 29.70	\$ 6.00	\$ 6.07	\$ 41.77
General Foreman *	\$ 32.40	\$ 6.00	\$ 6.07	\$ 44.47

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

Per Hour Premiums:

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

Apprentices:

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

1st 6 months - 800 Hours	\$ 16.20	\$ 6.00	\$ -	\$ 22.20
2nd 6 months - 800 Hours	\$ 17.55	\$ 6.00	\$ -	\$ 23.55
3rd 6 months - 800 Hours	\$ 18.90	\$ 6.00	\$ -	\$ 24.90
4th 6 months - 800 Hours	\$ 20.25	\$ 6.00	\$ -	\$ 26.25
5th 6 months - 800 Hours	\$ 21.60	\$ 6.00	\$ -	\$ 27.60
6th 6 months - 800 Hours	\$ 22.95	\$ 6.00	\$ -	\$ 28.95
7th 6 months - 800 Hours	\$ 24.30	\$ 6.00	\$ -	\$ 30.30

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS

Laborer	\$ 19.00	\$ 4.25	\$ 3.41	\$ 26.66
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Per Hour Premiums:

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

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

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

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

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

Apprentices:

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

1st 6 month period	\$ 15.20	\$ 4.25	\$ 3.41	\$ 22.86
2nd 6 month period	\$ 16.15	\$ 4.25	\$ 3.41	\$ 23.81
3rd 6 month period	\$ 17.10	\$ 4.25	\$ 3.41	\$ 24.76
4th 6 month period	\$ 18.05	\$ 4.25	\$ 3.41	\$ 25.71

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Scaffolds: The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers and other construction trades. Building planking or installation and removal of all staging, swing and hanging scaffolds, including maintenance thereof up to a height of three (3) bucks.

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS

Millwrights, Machinery Erectors	\$ 32.75	\$ 5.50	\$ 12.58	\$ 50.83
Foreman - (2 to 10 Millwrights)	\$ 35.04	\$ 5.50	\$ 12.58	\$ 53.12
General Foreman - (2 or more Foremen and can serve as a Crew Foreman)	\$ 36.03	\$ 5.50	\$ 12.58	\$ 54.11
Diver - wet dry days (2)	\$ 38.79	\$ 5.50	\$ 12.58	\$ 56.87

Per Hour Premiums:

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

Apprentices:

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

1st Year	\$ 21.29	\$ 5.50	\$ 12.58	\$ 39.37
2nd Year	\$ 24.56	\$ 5.50	\$ 12.58	\$ 42.64
3rd Year	\$ 27.84	\$ 5.50	\$ 12.58	\$ 45.92
4th Year	\$ 31.11	\$ 5.50	\$ 12.58	\$ 49.19

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

A-Frame Truck	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Air Compressor	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Compressor, Above 250 CFM	\$ 26.29	\$ 7.05	\$ 4.50	\$ 37.84
Backhoe-Loader Combination	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Batching Plant	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Bobcat/Skid Steer	\$ 22.50	\$ 4.25	\$ 3.41	\$ 30.16
Boom Hauling Truck	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Boom Truck	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Boring Machine	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Bulldozer	\$ 28.75	\$ 7.55	\$ 5.00	\$ 41.30
Concrete Mixer	\$ 30.47	\$ 7.55	\$ 5.00	\$ 43.02
Concrete Placing Booms	\$ 30.33	\$ 7.05	\$ 4.50	\$ 41.88
Concrete Pump, Trailer Mounted	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Concrete Pump, Truck Mounted	\$ 30.33	\$ 7.05	\$ 4.50	\$ 41.88
Crane 100 Ton - 199, Medium Top Drive				
Drill Rig. All Friction Cranes performing duty cycle work (clam shelling pile driving, drag line work.	\$ 36.50	\$ 7.55	\$ 5.00	\$ 49.05
Crane 200 Ton+, Large Top Drive Drill Rigs	\$ 37.50	\$ 7.55	\$ 5.00	\$ 50.05
Crane 99 Ton and Below	\$ 28.75	\$ 7.55	\$ 5.00	\$ 41.30
Drill Rig	\$ 28.75	\$ 7.55	\$ 5.00	\$ 41.30
Directional Boring and Drilling Machine	\$ 30.47	\$ 7.55	\$ 5.00	\$ 43.02
Distributor	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Dozer	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Drill Rig, Truck Mounted, Large	\$ 32.34	\$ 7.05	\$ 4.50	\$ 43.89
Drill Rig, Truck Mounted, Small	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Driver, Miscellaneous Trucks	\$ 26.29	\$ 7.05	\$ 4.50	\$ 37.84
Excavator	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Finish Machine - Paving	\$ 25.00	\$ 7.55	\$ 4.50	\$ 37.05
Forklift/Lull	\$ 22.50	\$ 4.25	\$ 3.41	\$ 30.16
Front-End Loader	\$ 22.50	\$ 4.25	\$ 3.41	\$ 30.16
Fuel Truck	\$ 25.00	\$ 7.55	\$ 4.50	\$ 37.05
Gradall	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Grader	\$ 30.33	\$ 7.05	\$ 4.50	\$ 41.88
Grader, Finisher	\$ 32.34	\$ 7.05	\$ 4.50	\$ 43.89
Grease Truck	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Hoist (Electric, Hydraulic, Air) Personnel,				
Material, Tugger	\$ 27.35	\$ 7.05	\$ 4.50	\$ 38.90
Hoists, 2 & 3 Drum Only	\$ 34.29	\$ 7.05	\$ 4.50	\$ 45.84
Hydraulic Backhoe	\$ 28.75	\$ 7.55	\$ 5.00	\$ 41.30
Inside Elevators, Temporary Only	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Locomotive Operator	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Lowboy Truck	\$ 25.00	\$ 7.55	\$ 4.50	\$ 37.05

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
<u>OPERATING ENGINEERS, Continued</u>				
Mechanic I	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Mechanic II	\$ 28.75	\$ 7.55	\$ 5.00	\$ 41.30
Mechanic's Helper	\$ 24.06	\$ 7.05	\$ 4.50	\$ 35.61
Milling Machine	\$ 15.00	\$ -	\$ -	\$ 15.00
Motor Grader	\$ 30.47	\$ 7.55	\$ 5.00	\$ 43.02
Motor Mixing Pump (All types)	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Off-Road Trucks	\$ 26.29	\$ 7.05	\$ 4.50	\$ 37.84
Oiler, Driver Oiler, Crawler Crane	\$ 24.06	\$ 7.05	\$ 4.50	\$ 35.61
Oiler/Driver/Flagman	\$ 25.76	\$ 7.05	\$ 4.50	\$ 37.31
Pan	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Pavement Breaker	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Pumps/ Dewatering Systems 4 in. and over	\$ 26.29	\$ 7.05	\$ 4.50	\$ 37.84
Roller	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Scraper	\$ 26.29	\$ 7.05	\$ 4.50	\$ 37.84
Spreading/Finishing Machine	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Straddle Buggy/Travel Lift	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Tack Truck	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Trackhoe	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Tractors	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Trenching and Ditching Machine	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Utility Operator, Less than 6 Pieces of				
Miscellaneous Equipment	\$ 26.29	\$ 7.05	\$ 4.50	\$ 37.84
Vactor Truck	\$ 23.87	\$ -	\$ -	\$ 23.87
Vacuum Pump	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Water Truck Driver	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Welder	\$ 28.93	\$ 7.05	\$ 4.50	\$ 40.48
Welding Machines, three (3) or more	\$ 26.29	\$ 7.05	\$ 4.50	\$ 37.84
Winch Truck	\$ 25.00	\$ 7.55	\$ 5.00	\$ 37.55
Yard Crane	\$ 28.75	\$ 7.55	\$ 5.00	\$ 41.30

Apprentices:

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

1st 6 months	\$ 20.51	\$ 7.55	\$ 5.00	\$ 33.06
2nd 6 months	\$ 21.06	\$ 7.55	\$ 5.00	\$ 33.61
3rd 6 months	\$ 21.61	\$ 7.55	\$ 5.00	\$ 34.16
4th 6 months	\$ 22.15	\$ 7.55	\$ 5.00	\$ 34.70
5th 6 months	\$ 22.70	\$ 7.55	\$ 5.00	\$ 35.25
6th 6 months	\$ 23.25	\$ 7.55	\$ 5.00	\$ 35.80
7th 6 months	\$ 23.79	\$ 7.55	\$ 5.00	\$ 36.34
8th 6 months	\$ 24.34	\$ 7.55	\$ 5.00	\$ 36.89

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PAINTERS/WALL COVERING INSTALLATIONS

Painter - Commercial	\$ 17.53	\$ 6.72	\$ 5.83	\$ 30.08
Painter - Industrial	\$ 21.76	\$ 6.72	\$ 5.83	\$ 34.31
Painter (Highway/Parking Lot Striper)	\$ 15.00	\$ -	\$ -	\$ 15.00
Operator (Spray Nozzleman)	\$ 15.00	\$ -	\$ -	\$ 15.00
Operator (Striping Machine)	\$ 15.07	\$ -	\$ -	\$ 15.07

Per Hour Premiums:

\$1.00 Charge person working up to 5 employees

\$1.50 Charge person working 6 or more employees

\$1.00 General Foreman above highest paid charge person

\$1.00 Swing-Stage

\$2.00 Thermal-Spay/Metalizing

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

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

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

1st 6 months	\$ 11.39	\$ 6.72	\$ 1.67	\$ 19.78
2nd 6 months	\$ 12.27	\$ 6.72	\$ 1.67	\$ 20.66
3rd 6 months	\$ 13.15	\$ 6.72	\$ 1.67	\$ 21.54
4th 6 months	\$ 14.02	\$ 6.72	\$ 1.67	\$ 22.41
5th 6 months	\$ 14.90	\$ 6.72	\$ 1.67	\$ 23.29
6th 6 months	\$ 15.78	\$ 6.72	\$ 1.67	\$ 24.17
7th and 8th 6 months	\$ 16.65	\$ 6.72	\$ 1.67	\$ 25.04

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PAINTERS/WALL COVERING INSTALLATIONS, Continued

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

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

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

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

WALL COVERING INSTALLATIONS

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS

Piledrivers and Bridge Carpenters	\$ 25.45	\$ 4.60	\$ 7.05	\$ 37.10
Foreman	\$ 28.95	\$ 4.60	\$ 7.05	\$ 40.60
(All piling crews shall consist of at least one paid foreman)				
Divers (Wet days up to 59' or Dry days)	\$ 29.90	\$ 4.60	\$ 7.05	\$ 41.55
Diver Tenders	\$ 29.90	\$ 4.60	\$ 7.05	\$ 41.55
Diver Foreman	\$ 33.40	\$ 4.60	\$ 7.05	\$ 45.05

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

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

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

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

Per Hour Premiums:

\$0.50 Certified Welders

Apprentices:

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

1st year	\$ 17.05	\$ 4.60	\$ 7.05	\$ 28.70
2nd year	\$ 19.09	\$ 4.60	\$ 7.05	\$ 30.74
3rd year	\$ 20.87	\$ 4.60	\$ 7.05	\$ 32.52
4th year	\$ 22.91	\$ 4.60	\$ 7.05	\$ 34.56

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

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

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

**MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023**

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

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

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

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

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

**MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023**

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION

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

Pipefitter, Air Conditioning & Refrigeration	\$ 40.78	\$ 7.85	\$ 6.30	\$ 54.93
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R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC SYSTEMS REFRIGERATION, PIPING UP TO 100 TONS

Pipefitter, Air Conditioning & Refrigeration	\$ 32.62	\$ 7.85	\$ 5.95	\$ 46.42
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R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS

Pipefitter, Air Conditioning & Refrigeration	\$ 26.51	\$ 7.60	\$ 5.35	\$ 39.46
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R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS

Pipefitter, Air Conditioning & Refrigeration	\$ 22.43	\$ 7.60	\$ 1.00	\$ 31.03
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Foreman - Required for four (4) or more workers; also required on all jobs 150 tons or over. A foreman may supervise up to nine (9) Pipefitter, Air Conditioning & Refrigeration Workers.

\$ 46.90	\$ 7.85	\$ 6.30	\$ 61.05
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General Foreman - Required when three (3) foremen are required. A general foreman may supervise up to five (5) foreman.

\$ 50.98	\$ 7.85	\$ 6.30	\$ 65.13
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Apprentices:

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

1st year	\$ 18.35	\$ -	\$ 0.35	\$ 18.70
2nd year	\$ 20.39	\$ 6.15	\$ 0.35	\$ 26.89
3rd year	\$ 24.47	\$ 6.15	\$ 0.35	\$ 30.97
4th year	\$ 26.51	\$ 6.15	\$ 3.74	\$ 36.40
5th year	\$ 28.55	\$ 6.15	\$ 3.90	\$ 38.60

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

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

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

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

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

Recovery condensate systems in their entirety.

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

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

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

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

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Plumbers	\$ 30.78	\$ 6.90	\$ 5.34	\$ 43.02
Foremen (10 or more employees)	\$ 35.42	\$ 6.90	\$ 5.34	\$ 47.66
General Foremen (16 or more employees)	\$ 40.05	\$ 6.90	\$ 5.34	\$ 52.29

Apprentices:

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

1st year	\$ 16.62	\$ 3.44	\$ 0.40	\$ 20.46
2nd year	\$ 17.54	\$ 4.99	\$ 1.85	\$ 24.38
3rd year	\$ 18.78	\$ 5.09	\$ 2.03	\$ 25.90
4th year	\$ 20.01	\$ 5.15	\$ 2.03	\$ 27.19
5th year	\$ 23.09	\$ 5.06	\$ 2.03	\$ 30.18

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

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

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

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Roofers	\$ 25.59	\$ 6.47	\$ 2.50	\$ 34.56
Foreman	\$ 27.59	\$ 6.47	\$ 2.50	\$ 36.56
Helper 1st year	\$ 12.80	\$ 6.47	\$ 2.50	\$ 21.77
Helper 2nd year	\$ 15.35	\$ 6.47	\$ 2.50	\$ 24.32
Helper 3rd year	\$ 17.91	\$ 6.47	\$ 2.50	\$ 26.88

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

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

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

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

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

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

All water and flood testing of all roofing systems.

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

Commercial

Sheet Metal Workers	\$ 27.90	\$ 8.11	\$ 5.77	\$ 41.78
Foreman (4 - 10 workers)	\$ 30.69	\$ 8.11	\$ 5.77	\$ 44.57
General Foreman (2 or more Foreman)	\$ 32.09	\$ 8.11	\$ 5.77	\$ 45.97

Industrial

Sheet Metal Workers	\$ 37.09	\$ 8.11	\$ 6.06	\$ 51.26
Foremen (4 -10 workers)	\$ 42.65	\$ 8.11	\$ 6.06	\$ 56.82
General Foremen (2 or more Foremen)	\$ 44.51	\$ 8.11	\$ 6.06	\$ 58.68

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

Apprentices:

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

Commercial Apprentice

1st 6 months	\$ 15.35	\$ 8.11	\$ 3.18	\$ 26.64
2nd 6 months	\$ 15.35	\$ 8.11	\$ 3.18	\$ 26.64
3rd 6 months	\$ 16.74	\$ 8.11	\$ 3.46	\$ 28.31
4th 6 months	\$ 18.14	\$ 8.11	\$ 3.76	\$ 30.01
5th 6 months	\$ 19.53	\$ 8.11	\$ 4.04	\$ 31.68
6th 6 months	\$ 20.93	\$ 8.11	\$ 4.33	\$ 33.37
7th 6 months	\$ 22.32	\$ 8.11	\$ 4.62	\$ 35.05
8th 6 months	\$ 23.72	\$ 8.11	\$ 4.91	\$ 36.74

Industrial Apprentice

1st 6 months	\$ 20.40	\$ 8.11	\$ 3.34	\$ 31.85
2nd 6 months	\$ 20.40	\$ 8.11	\$ 3.34	\$ 31.85
3rd 6 months	\$ 22.25	\$ 8.11	\$ 3.64	\$ 34.00
4th 6 months	\$ 24.11	\$ 8.11	\$ 3.94	\$ 36.16
5th 6 months	\$ 25.96	\$ 8.11	\$ 4.24	\$ 38.31
6th 6 months	\$ 27.82	\$ 8.11	\$ 4.55	\$ 40.48
7th 6 months	\$ 29.67	\$ 8.11	\$ 4.85	\$ 42.63
8th 6 months	\$ 31.53	\$ 8.11	\$ 5.16	\$ 44.80

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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SHEET METAL WORKERS, continued

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

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

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

Sprinkler Fitters	\$ 30.03	\$ 11.10	\$ 10.20	\$ 51.33
Foreman (4 or less workers)	\$ 31.78	\$ 11.10	\$ 10.20	\$ 53.08
Foreman (5 or more workers)	\$ 32.28	\$ 11.10	\$ 10.20	\$ 53.58
General Foreman (15 or more workers)	\$ 34.28	\$ 11.10	\$ 10.20	\$ 55.58

Commercial: Construction 13 stories or more.

Sprinkler Fitters	\$ 31.28	\$ 11.10	\$ 10.20	\$ 52.58
Foreman (4 or less workers)	\$ 33.03	\$ 11.10	\$ 10.20	\$ 54.33
Foreman (5 or more workers)	\$ 33.53	\$ 11.10	\$ 10.20	\$ 54.83
General Foreman (15 or more workers)	\$ 35.53	\$ 11.10	\$ 10.20	\$ 56.83

Apprentices:

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

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

1st year	\$ 15.64	\$ 10.20	\$ 1.50	\$ 27.34
2nd year	\$ 16.85	\$ 10.20	\$ 1.65	\$ 28.70
3rd year	\$ 18.77	\$ 10.20	\$ 1.95	\$ 30.92
4th year	\$ 22.52	\$ 10.20	\$ 9.45	\$ 42.17
5th year	\$ 25.53	\$ 10.20	\$ 9.75	\$ 45.48

For Apprentices indentured after June 30, 2017

1st year	\$ 15.64	\$ 10.20	\$ 1.50	\$ 27.34
2nd year	\$ 17.20	\$ 10.20	\$ 1.50	\$ 28.90
3rd year	\$ 18.77	\$ 10.20	\$ 1.50	\$ 30.47
4th year	\$ 22.52	\$ 10.20	\$ 8.70	\$ 41.42
5th year	\$ 25.53	\$ 10.20	\$ 8.70	\$ 44.43

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

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

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

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2023

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Please Contact:

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

NOTICE

County Code §2-11.16



NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE

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

OVERTIME

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

APPRENTICES & TRAINEES

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

SANCTIONS

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

COMPLAINTS Written complaints of underpayment should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ the
(PRINT NAME)

_____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

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

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

**State of FLORIDA
County of Miami-Dade**

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20_____.

_____ Personally, known or _____ produced identification.

(Signature of Notary Public - State of Florida)

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

Type of identification produced: _____

Contractor Quick Start Guide

Version: 2

Date: 8/3/2022

Table of Contents

Contractor Quick Start Guide	3
Contacting LCPtracker Support	3
LCPtracker Training Options	4
Add/Edit Employee	4
Add/Edit Employee Information	4
Default Hourly Paid Fringes (As paid to Fund on behalf of employee)	5
Default Other Deductions Notes	5
1. Payroll Records Tab	5
1. Copy Payroll	5
2. Upload from a Payroll System Export File	6
3. Upload from the Excel Spreadsheet	7
4. Direct Payroll Subscription/Interface (DPI)	8
5. Manual Entry	8
Amounts Paid (top section of the Payroll Record Entry Form)	8
Classifications	9
Hours Worked Each Day for This Project Only	9
Fringes/Contributions Paid to Other (Not Employee) for This Project Only	10
Paycheck – Deductions, Payments, and Notes	11
Saving the Payroll Record	12
2. Notices Tab	13
3. Certification Tab	13
Certification Wizard - Step 1 of 2	14
Certification Wizard - Step 2 of 2	14
State Specific Uploads	15
California DIR XML Upload	15
Washington L&I XML Upload	15
Illinois DOL Export Upload	16

Contractor Quick Start Guide

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

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

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

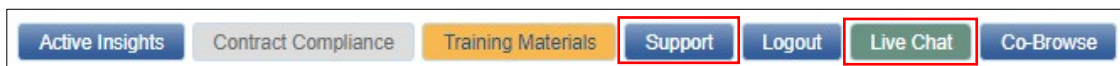
It is important to understand that the LCPtracker validation rules operate to assist you in your compliance process only insofar as the correct classifications are chosen by the user, and the correct data is entered by the user.

Contacting LCPtracker Support

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

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

Contact LCPtracker Support:



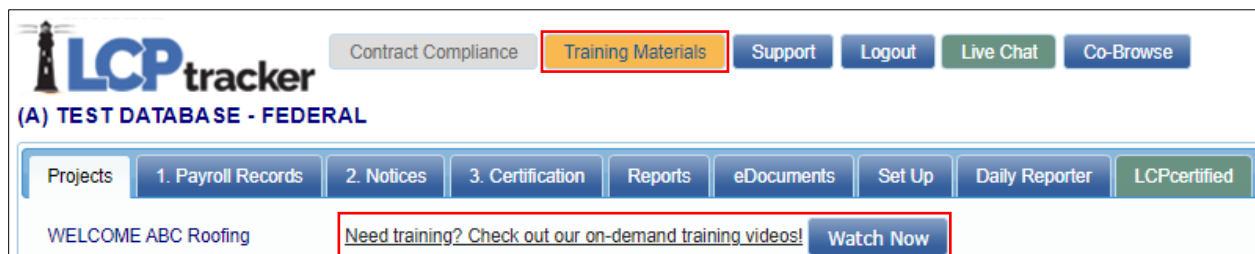
- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

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

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

LCPtracker Training Options

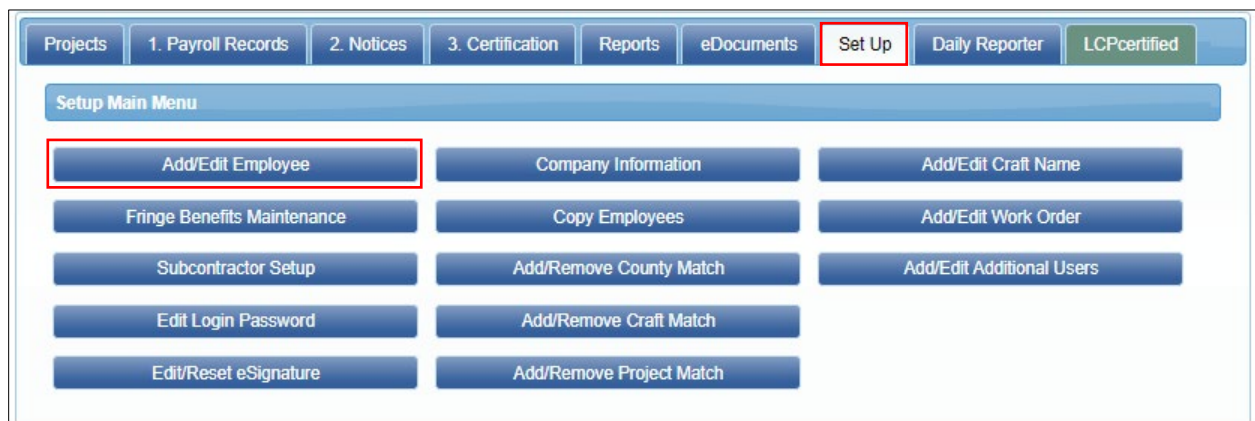
Contractors can access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.



Add/Edit Employee

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

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



Add/Edit Employee Information

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

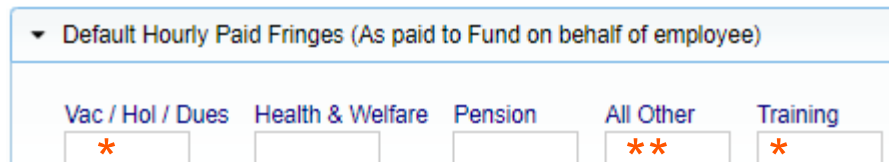
Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

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

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

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

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



The screenshot shows a form titled "Default Hourly Paid Fringes (As paid to Fund on behalf of employee)". Below the title, there are five input fields with labels: "Vac / Hol / Dues", "Health & Welfare", "Pension", "All Other", and "Training". The "Vac / Hol / Dues" field contains an asterisk (*). The "All Other" field contains two asterisks (**). The "Training" field contains a single asterisk (*). The other fields are empty.

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

Default Other Deductions Notes

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

1. Payroll Records Tab

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

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

1. Copy Payroll

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



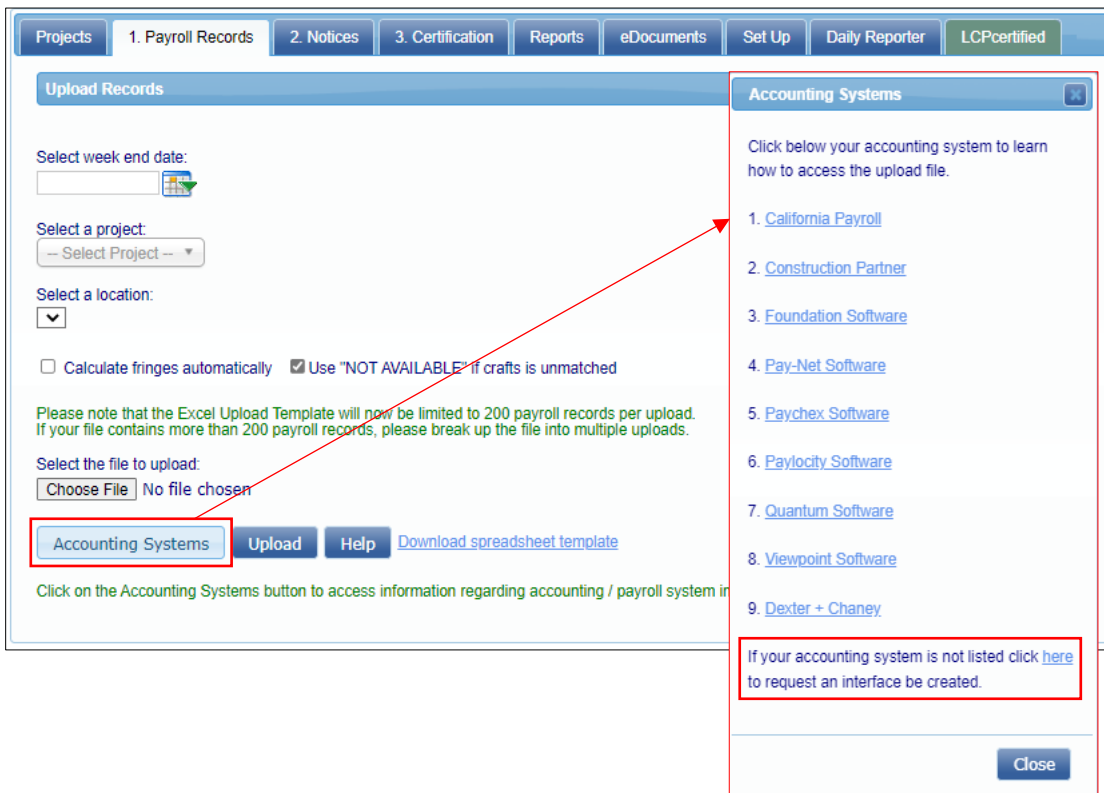
The screenshot shows the 'Payroll Records' tab in the LCPtracker interface. It contains several buttons for managing payroll records:

- Enter Records
- Direct Payroll Subscription
- Edit Certified Payroll Records
- Copy Previous Payroll (highlighted with a red box)
- Recovery Act Additional Data Entry
- Edit Uncertified Payroll Records
- FHWA 1391 Additional Data Entry
- Upload Records
- HUD Additional Data Entry

2. Upload from a Payroll System Export File

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

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



The screenshot shows the 'Upload Records' page in the LCPtracker interface. The 'Accounting Systems' modal is open, displaying a list of accounting systems. A red arrow points from the 'Accounting Systems' button in the main interface to the modal. The modal contains the following information:

- Accounting Systems** (modal title)
- Click below your accounting system to learn how to access the upload file.
- List of accounting systems:
 - California Payroll
 - Construction Partner
 - Foundation Software
 - Pay-Net Software
 - Paychex Software
 - Paylocity Software
 - Quantum Software
 - Viewpoint Software
 - Dexter + Chaney
- If your accounting system is not listed click [here](#) to request an interface be created.
- Close button

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

Entering Fringe Benefits on LCPTracker

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

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

Notices

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

☐ Is Foreman ☐ Is Owner/Operator

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

These fields are Hourly rate fields (Usually No Fringes)

Base Hourly	Overtime Hourly	Doubletime Hourly
40.000	0.000	0.000

Rate in Lieu of Fringes (Cash Fringes) 0.000

▼ Classifications

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

▼ Hours Worked Each Day for This Project Only

	Saturday 6/15/2019	Sunday 6/16/2019	Monday 6/17/2019	Tuesday 6/18/2019	Wednesday 6/19/2019	Thursday 6/20/2019	Friday 6/21/2019	Total Hours
Regular Time	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00
Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00
Total Hours All Projects Worked	40.00							

▼ Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)

Vac / Hol / Dues	Health & Welf.	Pension	All Other	Training
0.000	0.000	0.000	0.000	0.000

More... More... More... More...

Voluntary Contributions for all Projects

Pension	Medical
0.000	0.000

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

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

Paid into approved Plan.

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Accident Death & Dismemberment

Paid into approved Plan

- Pension Plan
- 401K

Payroll record entry form (2 of 2)

Week End Date: 6/3/2018 Contractor: Darren's Demo
 Project: M59 Realignment Sub To:
 Employee: DUCK, DONALD Contract ID: 5

☐ Is Foreman ☐ Is Owner/Operator

Gross Employee Pay This Project
(Usually No Fringes)

0.000

Wages Paid in Lieu of Fringes (Total Cash Fringes)

0.000

These fields are Hourly rate fields (Usually No Fringes)

Base Hourly

50.000

Overtime Hourly

0.000

Doubletime Hourly

0.000

Rate in Lieu of Fringes (Cash Fringes)

0.000

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

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

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

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

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

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

Lump Sum Payments

Rates

4. Direct Payroll Subscription/Interface (DPI)

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



The screenshot shows the LCPtracker interface with the 'Payroll Records' tab selected. The 'Upload Records' button is highlighted with a red rectangle.

5. Manual Entry

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



The screenshot shows the LCPtracker interface with the 'Payroll Records' tab selected. The 'Enter Records' button is highlighted with a red rectangle.

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

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

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

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

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

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

Payroll record entry form (2 of 2)

Week End Date: 6/3/2018

Project: M59 Realignment

Employee: DUCK, DONALD

Contractor: Darren's Demo

Sub To:

Contract ID: 5

☐ Is Foreman
 ☐ Is Owner/Operator

1

Gross Employee Pay This Project
(Usually No Fringes)

0.000

2

Wages Paid in Lieu of Fringes (Total Cash Fringes)

0.000

These fields are Hourly rate fields (Usually No Fringes)

4

Base Hourly

50.000

5

Overtime Hourly

0.000

6

Doubletime Hourly

0.000

3

Rate in Lieu of Fringes (Cash Fringes)

0.000

Classifications

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

▼ Classifications					
Jurisdiction	Location	Craft	Classification	Construction Type	
Federal Wages	Huron County, MI	Carpenter	Carpenter - Pending USDOL 02/01/2017	Highway	Edit

Hours Worked Each Day for This Project Only

Enter the hours worked each day.



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

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

▼ Hours Worked Each Day for This Project Only								
	Monday 5/28/2018	Tuesday 5/29/2018	Wednesday 5/30/2018	Thursday 5/31/2018	Friday 6/1/2018	Saturday 6/2/2018	Sunday 6/3/2018	4 Total Hours
1 Regular Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

▼ Hours Worked Each Day for This Project Only								
	Monday 4/8/2019	Tuesday 4/9/2019	Wednesday 4/10/2019	Thursday 4/11/2019	Friday 4/12/2019	Saturday 4/13/2019	Sunday 4/14/2019	Total Hours
Regular Time	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00
Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00
Total Hours All Projects Worked	40.00							

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

You may utilize this section in two different ways:

1. Auto calculate
2. Manual entry

▼ Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)					
* Vac / Hol / Dues	Health & Welf.	2 Pension	** All Other	* Training	
0.000	0.000	0.000	0.000	0.000	
More...		More...			
Voluntary Contributions for all Projects Pension: 0 Medical: 0					<input type="checkbox"/> Vac/Hol/Dues Included in Gross Emp. Pay <input type="checkbox"/> Some or All Fringes Paid to Employee <input type="checkbox"/> Voluntary Contributions Included in Gross Emp. Pay
					<input type="button" value="Calculate Fringes"/>

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

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

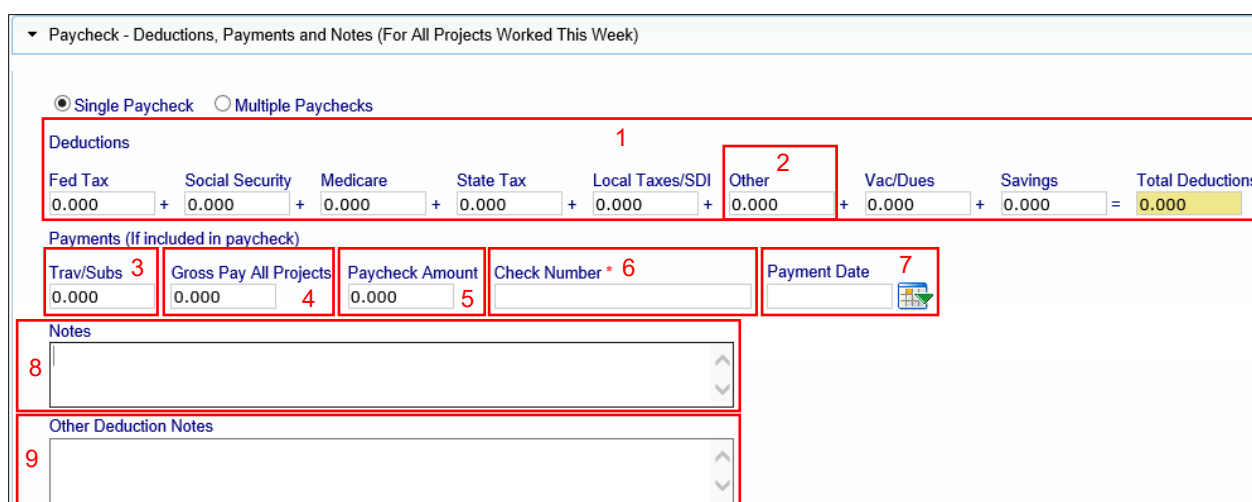
Auto Calculate: The first is by simply clicking the 'Calculate Fringes' button so that the system automatically calculates the fringe benefit rates paid.

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

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

Paycheck – Deductions, Payments, and Notes

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



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

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

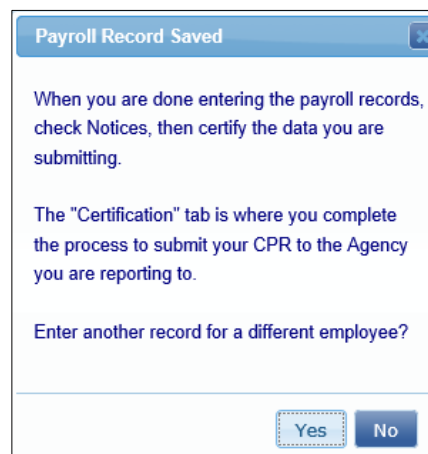
7. Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.
8. Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.
9. Other Deduction Notes – if you entered a permissible deduction in the above-mentioned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

Saving the Payroll Record

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

SAVE WITH NO NOTICES

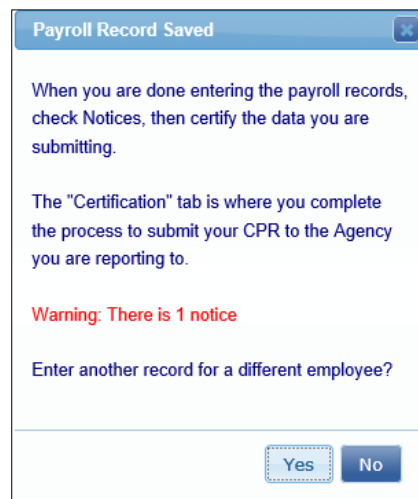
With a successful save you will get this message:



A screenshot of a dialog box titled "Payroll Record Saved". The text inside reads: "When you are done entering the payroll records, check Notices, then certify the data you are submitting." followed by "The 'Certification' tab is where you complete the process to submit your CPR to the Agency you are reporting to." Below this is the question "Enter another record for a different employee?". At the bottom right are two buttons: "Yes" and "No".

SAVE WITH NOTICES

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



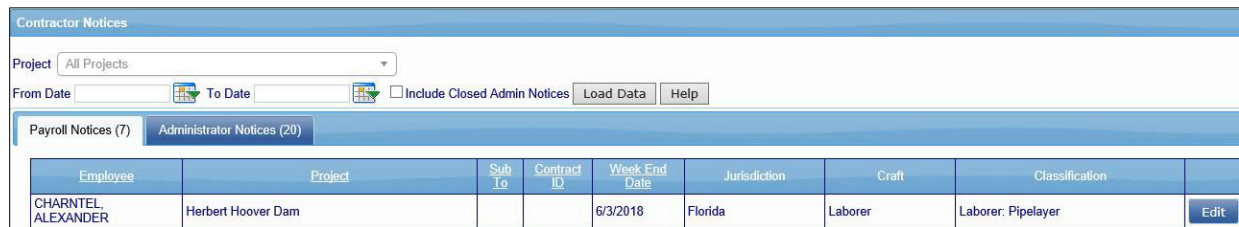
A screenshot of a dialog box titled "Payroll Record Saved". The text inside reads: "When you are done entering the payroll records, check Notices, then certify the data you are submitting." followed by "The 'Certification' tab is where you complete the process to submit your CPR to the Agency you are reporting to." Below this is a red warning message: "Warning: There is 1 notice". Below the warning is the question "Enter another record for a different employee?". At the bottom right are two buttons: "Yes" and "No".

2. Notices Tab

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

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

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



Employee	Project	Sub ID	Contract ID	Week End Date	Jurisdiction	Craft	Classification	
CHARNTEL ALEXANDER	Herbert Hoover Dam			6/3/2018	Florida	Laborer	Laborer: Pipelayer	Edit

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

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

All Notices must be cleared to certify the payroll.

3. Certification Tab

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

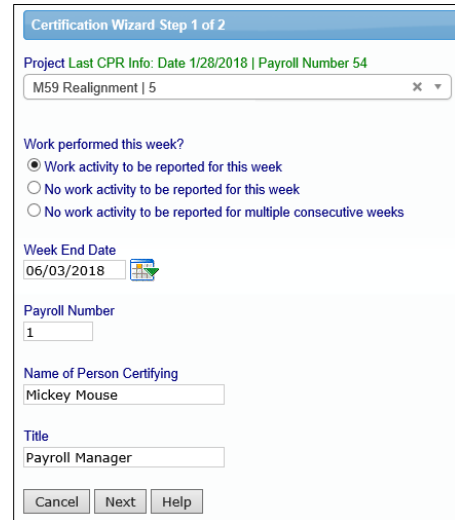
There are three options available to you when you certify your payroll:

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

Certification Wizard - Step 1 of 2

To certify your payroll:

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



The screenshot shows the 'Certification Wizard Step 1 of 2' form. At the top, it displays 'Project Last CPR Info: Date 1/28/2018 | Payroll Number 54'. Below this is a dropdown menu for 'M59 Realignment | 5'. The 'Work performed this week?' section has three radio button options: 'Work activity to be reported for this week' (selected), 'No work activity to be reported for this week', and 'No work activity to be reported for multiple consecutive weeks'. The 'Week End Date' is set to '06/03/2018' with a calendar icon. The 'Payroll Number' is '1'. The 'Name of Person Certifying' is 'Mickey Mouse'. The 'Title' is 'Payroll Manager'. At the bottom are 'Cancel', 'Next', and 'Help' buttons.

Certification Wizard - Step 2 of 2

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

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

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

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

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

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



The screenshot shows a single text input field labeled 'eSignature Password:'.

You have now completed certifying your payroll.

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

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

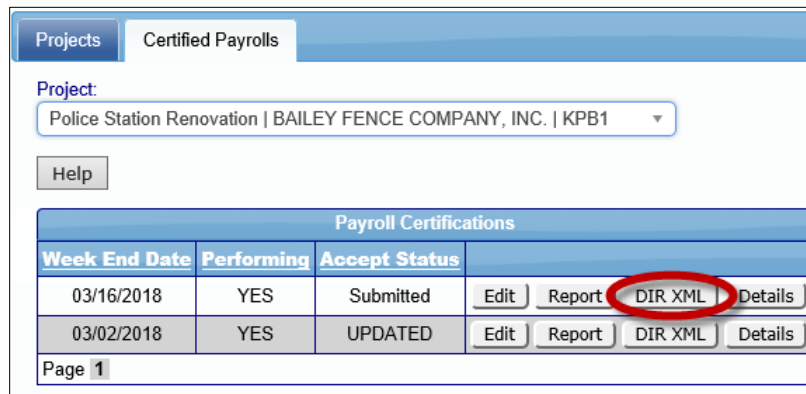
State Specific Uploads

California DIR XML Upload

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

Instructions to find and upload this file:

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



Payroll Certifications			
Week End Date	Performing	Accept Status	
03/16/2018	YES	Submitted	Edit Report DIR XML Details
03/02/2018	YES	UPDATED	Edit Report DIR XML Details

Page 1

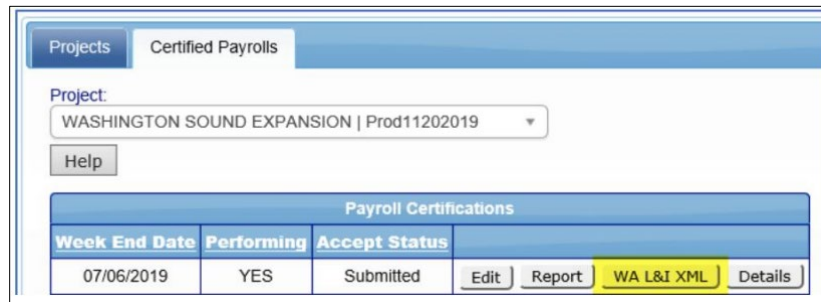
Washington L&I XML Upload

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

Instructions to find and upload this file:

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

- Upload into the WA State PWIA portal

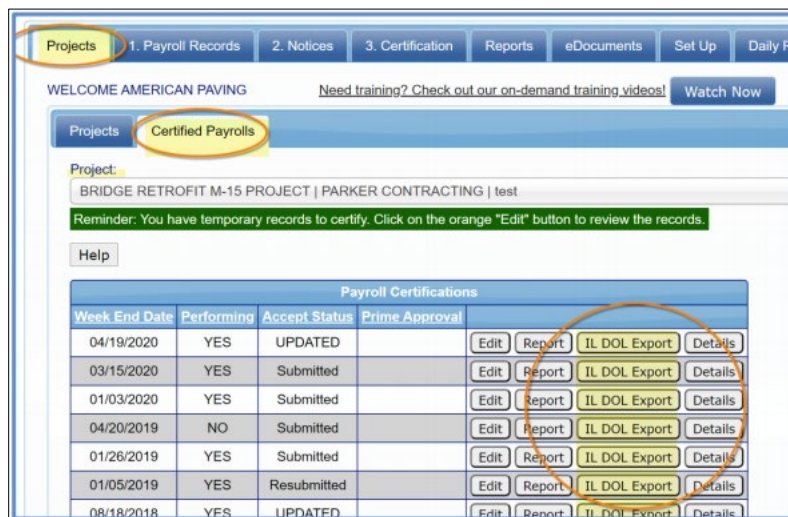


Illinois DOL Export Upload

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

Instructions to find and upload this file:

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



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