MIAMI-DADE COUNTY

ADDENDUM NO. 5

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

BID OPENING DATE: 1/11/12 at 2:00 PM

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Change the bid opening date to: January 18, 2012 at 2:00 PM

Remove existing page 56 and replace with the attached page 56.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Maria Hevia, CPPB

Marla Hevia, CPPB

SECTION 4
BID SUBMITTAL FORM
SECURITY GATES SERVICES

FIRM NAME: _____

REPAIR AND EMERGENCY SERVICES:
GROUP VI – MIAMI DADE TRANSIT

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
1	200	Technician	$_____	$_____
2	200	Helper	$_____	$_____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
3	150	Technician	$_____	$_____
4	150	Helper	$_____	$_____
	PARTS			
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
5	$4,558	Proposed Percentage Mark-up (not to exceed 10%)	_____	$_____
		Evidence of actual cost will be required		
		TOTAL GROUP VI (Items 1 thru 5)		$_____

MIAMI-DADE COUNTY

ADDENDUM NO. 4

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

BID OPENING DATE: 1/11/12 at 2:00 PM

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

The attached form must be submitted for all projects with CSBE measures. For questions on how to complete this form please contact Kelly Duncombe, at kellyd@miamidade.gov.

This form must be submitted with the bid submittal forms.

Maria Hevia, CPPB

Maria Hevia, CPPB

THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTEPRISE PROGRAM

Name of Prime Contractor Firm _____ Contact Person _____
Address _____ Phone _____ Fax _____
Project Name _____ Project Number _____
CSBE Contract Measure _____

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
			Prime Contractor Total Percentage:	

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No			
					Subcontractor Total Percentage:		

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature _____ Subcontractor Print Name _____ Subcontractor Print Title _____ Date _____

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

☐ **Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.**

MIAMI-DADE COUNTY

ADDENDUM NO. 3

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

BID OPENING DATE: 1/11/12 at 2:00 PM

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Correct the bid number as follows:

Bid Number: 5504-0/17

As indicated in Section 2, paragraph 2.5 of the solicitation package, this solicitation does not have options to renew.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Maria Hevia, CPPB

Maria Hevia, CPPB

MIAMI-DADE COUNTY

ADDENDUM NO. 2

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

CURRENT BID OPENING DATE: 12/21/11 at 2:00 PM

MODIFIED BID OPENING DATE: 1/11/12 at 2:00 PM

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Change the Bid Opening Date to: January 11, 2012 at 2:00 PM

In Section 2 – Special Conditions, the following changes:

Delete existing paragraph 2.2 and replace with the following:

2.2 **PARTICIPATION MEASURES FOR COMMUNITY SMALL BUSINESS ENTERPRISES**

Groups I – Miami Dade Corrections and Rehabilitation, IV – Miami Dade Police, V – Miami Dade Fire Rescue and VI – Miami Dade Transit, are set-aside for firms certified by Miami-Dade Sustainability, Planning and Economic Development Department as **Community Small Business Enterprises (CSBE)**. These groups can only be awarded to CSBE.

For information regarding Community Small Business Enterprise, contact the Sustainability, Planning and Economic Development Department, telephone number (305) 375-3111.

Delete existing paragraph 2.3 and replace with the following:

2.3 **PRE-BID CONFERENCE (RECOMMENDED):**

A pre-bid conference will be held on **January 5, 2012** at **10:00 AM** at Stephen P. Clark Center in the **main conference room of the 19th floor** to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring the solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

Delete existing paragraph 2.22 and replace with the following:

2.22 **MIAMI-DADE COUNTY LIVING WAGES – Intentionally Omitted**

Miami Dade County Living Wages do not apply to this contract.

Add the following paragraph:

2.35 **MIAMI-DADE COUNTY RESPONSIBLE WAGES AND BENEFITS APPLIES TO THIS CONTRACT, SEE COPY ATTACHED.**

In Section 3, Technical Specification, the following changes:

Add the following Group to paragraph 3.6:

f. **GROUP VI – MIAMI DADE TRANSIT**

A representative of Miami Dade Transit will contact the awarded vendor when repair service is needed. No maintenance service is required.

Add the following Group to paragraph 3.7:

F. **GROUP VI – MIAMI DADE TRANSIT**

1	William Lehman Facility
	6601 NW 72nd Avenue
2	Central Bus Facility
	3300 NW 32nd Avenue
3	Northeast Facility
	360 NE 185th Street
4	Coral Way Facility
	2775 SW 74 Avenue

In Section 4, Bid Submittal Form, the following changes:

Remove existing pages 56, 57 and 58 and replace with the attached pages 56, 57, 58, and 59.

Delete the attachment to the solicitation entitled: "Small Business Enterprise Program (SBE)".

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Maria Hevia, CPPB

Maria Hevia, CPPB

SECTION 4
BID SUBMITTAL FORM
SECURITY GATES SERVICES

FIRM NAME: _____

REPAIR AND EMERGENCY SERVICES:
GROUP VI – MIAMI DADE TRANSIT

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
1	10724	Technician	$_____	$_____
2	10724	Helper	$_____	$_____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
3	12066	Technician	$_____	$_____
4	12066	Helper	$_____	$_____
	PARTS			
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
5	$4,558	Proposed Percentage Mark-up (not to exceed 10%)	_____	$_____
		Evidence of actual cost will be required		
		TOTAL GROUP VI (items 1 thru 5)		$_____

SECTION 4
BID SUBMITTAL FOR:
SECURITY GATES, SERVICES
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE OF OFFICER:** _____

MIAMI-DADE COUNTY **BID NO.: 5504-0/17-OTR**

BID SUBMITTAL FORM

Bid Title: SECURITY GATES, SERVICES

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

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

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community 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 to the County's tax base.

☐ **Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ **Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located ***within*** the geographical boundaries of Miami-Dade County?
Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located ***outside*** the geographical boundaries of Miami-Dade County?
Yes _____ No _____

BID SUBMITTAL FORM

SECURITY GATES SERVICES

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. __/__-__/__/__/__/__/__/__

Prompt Payment Terms: ____% _____ days net _____days

***"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"* (Please see paragraph 1.2 H of General Terms and Conditions)**

Signature: _____ **(Signature of authorized agent)**

Print Name: _____ Title: _____

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 ABOVE 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.

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: **Heavy**)

Heavy Construction projects are those projects that are not properly classified as either "Building", or "Highway".

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM WH-347
(For Contractors Optional Use)

2011

INDEX
RESPONSIBLE WAGES AND BENEFITS
Construction Type: Heavy

A. **SUPPLEMENTAL GENERAL CONDITIONS**

Minimum Wages and Posting of Information.....1-3
Liability for Unpaid Wages; Penalties; Withholding.....3
Payrolls; Basic Records; Reporting.....4
Subcontracts.....5
Complaints and Hearings; Contract Termination and Debarment.....5-6
Apprentices and Trainees.....6-8

B. **WAGES AND BENEFITS SCHEDULES**

Bricklayers and Allied Craftsmen.....1
Carpenters.....2
Electrical Workers 3
Electrical Workers (Electric Signs).....4
Ironworkers..... 5
Laborers: Commercial Construction.....6-7
Millwrights, Machinery Erectors and Divers.....8
Operating Engineers.....9-10
Painters and Allied Trades.....11
Piledrivers, Bridge Carpenters and Divers.....12
Pipefitters (Air Conditioning, Refrigeration and Heating) 13
Sheet Metal Workers.....14
Welders.....15

C. **NOTICE TO EMPLOYEES**

D. **FAIR WAGE AFFIDAVIT**

E. **PAYROLL FORM WH-347**

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, 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 Condition is organized with the following sections:

1. Minimum Wages; Fringe Benefits; Complaints, and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages.

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. 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 not less than those contained in the Wage 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 Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed 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, previously revised every calendar quarter, 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. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies, retirement plans, and life insurance companies are fringe benefits.

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.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Department of Small Business Development before using a Davis-Bacon wage rate to pay workers. 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:

Penelope Townsley, Director
Department of Small Business Development
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
(305) 375-3111.

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 Wage and Benefits Schedule will be the basis of 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 the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded 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 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a 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 participating in County contracts for a period of 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 only 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. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the 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. Form.

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

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 also 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 the amount of 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 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 (30 days, see Administrative Order 3-24) 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 to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings.

The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within fifteen (15) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Manager shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request.

Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Manager 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 Manager 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 Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition 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.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. 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.

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually 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 subcontractors 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 is 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 trainees or apprenticeship rate.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS & ALLIED CRAFTSMEN				
Mechanics	$ 20.00	$ 2.15	$ 3.40	$ 25.55
Tile Finishers	15.00	2.15	3.40	20.55
Tile and Marble Helpers	13.00	2.15	3.40	18.55
Material Support & Clean Up Personnel (2)	10.00	2.15	3.40	15.55
Working Foreman	21.00	2.15	3.40	26.55
General Foreman	23.10	2.15	3.40	28.65
Industrial Rates	23.00	2.15	3.40	28.55
Refractory Rates	23.00	2.15	3.40	28.55
Apprentices:				
1st 6 month period	$ 12.00	$ 2.15	$ 3.40	$ 17.55
2nd 6 month period	14.00	2.15	3.40	19.55
3rd 6 month period	16.00	2.15	3.40	21.55
4th 6 month period	17.00	2.15	3.40	22.55
5th 6 month period	18.00	2.15	3.40	23.55
6th 6 month period	19.00	2.15	3.40	24.55

(1) Per hour health benefit includes hospitalization, medical, and life insurance.
(2) This classification may only be used for personnel working with Bricklayers.
Scope of work under this trade includes all work performed in the trade of brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete block laying and pointing, caulking, grouting and cleaning of the material used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement; precast erectors, pool specialist and roof deck applicators. Also includes the caulking of window frames encased in masonry on brick, stone or cement structure including all grinding and cutting out on such work. All cork installation and substitute thereof, where cement or other plastic materials are used, when such cork is installed in floors, wall, partitions, roofs and ceiling, including cutting of closures to fill out corners.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
CARPENTERS				
Journeymen	$ 22.20	$ 4.22	$ 1.60	$ 28.02
Foremen (5 or more workers)	23.98	4.22	1.60	29.80
Foremen (12 or more workers)	24.86	4.22	1.60	30.68
General Foreman	25.75	4.22	1.60	31.57
Apprentices				
1st 6 month period	$ 13.77	$ 4.22	$ 1.60	$ 19.59
2nd 6 month period	14.88	4.22	1.60	20.70
3rd 6 month period	15.99	4.22	1.60	21.81
4th 6 month period	17.10	4.22	1.60	22.92
5th 6 month period	18.21	4.22	1.60	24.03
6th 6 month period	19.32	4.22	1.60	25.14
7th 6 month period	20.43	4.22	1.60	26.25
8th 6 month period	21.54	4.22	1.60	27.36

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

Scope of work under this trade includes:

The erection of all Ceiling Materials, all types of component parts of all types of Ceiling, and all Grid Systems regardless of their material or composition or method of manner of installation, attachment or connection; cross furring, stiffeners, braces, all bars regardless of material or method of attachment; all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, taping and finishing, all maintees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and insulation and all finish ceilings materials, regardless of method of manner of installation; and all layout work, including the use of level, transit laser, and any other instrument or tool in use or adaptable to the work herein.

All work in connection with installation, erection, taping and finishing, application of gypsum board and of all drywall materials, regardless of composition, and regardless of the method of manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, installation and preparation of flooring and floor covering and flooring products (inclusive of vinyl, ceramics, recessed/computer flooring) studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, metal doorbucks, and metal window frames, movable partitions, regardlessof composition and accessories, the handling of all these items regardless of the packaging or protection used; backing board of all systems (including but not limited to thin coat and other finished systems); fireproofing of beams, and columns and chases (except sprayed on); rigid, sound and thermal insulation materials, also insulation used for the purposes, but not limited to fireproofing, soundproofing, thermal, etc.; preparation of all openings for lighting, air vents or other purposes.

All work connected with the handling, cutting, fitting and installation of gypsum board, to be used as insulation and/or as fire retardant on field-assembled insulated metal panels. All work in connection with the handling, cutting, fitting, and installation of gypsum board which may be used for supply duct, shaft walls, exhaust duct and bathroom ventilation rises (including metal framing and grills), and regardless of the purpose, type or method or manner of installation, attachment or connection (free standing or connected); all layout work including the use of the level, transit, laser and any other instrument or tool in use or adaptable to the work.

All work in connection with the installation and erection of all temporary protection, dust proof partitions and enclosures.

Installation and attachment of the miscellaneous iron and steel that penetrates the drywall or acoustical materials and serves as a support system pertaining to any work normally performed by Carpenters. The installation, fastening, and connection of all types interior or exterior fixtures, light iron and metal studs, interior and exterior light gauge steel, framing and all types of furring, regardless of composition, erected to receive gypsum (plain, vinyl/covered, sheet lead lined), walls, partitions, ceiling heat panels, backing boards, or acoustical materials.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
Prefabrication or construction of forms for footing or foundations buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a building, or structure made of wood or any substitute such as plastics or composition materials, that puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of a building, or any structure, and dismantling of all forms. All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads; the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.				

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS				
LESS THAN $2 MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 27.15	$ 5.35	$ 2.99	$ 35.49
Cable Splicer	27.65	5.35	3.04	36.04
Welder	27.65	5.35	3.04	36.04
Foremen	29.87	5.35	3.29	38.51
General Foremen (22 or more Journeymen)	32.58	5.35	3.58	41.51
OVER $2 MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 29.61	$ 5.35	$ 3.26	$ 38.22
Cable Splicers	30.11	5.35	3.31	38.77
Welders	30.11	5.35	3.31	38.77
Foremen	32.57	5.35	3.58	41.50
General Foremen	35.53	5.35	3.91	44.79
Apprentices:				
First year	$ 14.39	$ 5.35	$ 1.58	$ 21.32
Second year	15.15	5.35	1.67	22.17
Third year	16.83	5.35	1.85	24.03
Fourth year	18.39	5.35	2.02	25.76
Fifth year	20.91	5.35	2.30	28.56

Add $1.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

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

On any job where three (3) Journeyman are employed, one shall be designated forman. One (1) additional Journeyman shall be designated foreman if there are 10-14 Journeyman, and one (1) additional for 15-21 Journeyman.

Includes installation, repair, alter, add or change any electrical wire fixtures, appliance, apparatus, raceways conduit or a part there of which generates, transmits, transforms or utilizes electrical energy in any form for heat, light, or power including the electrical installations within plants and sub-stations, traffic signalization, additionally, work of installing a low voltage fire alarm systems. The installation of structured cabling systems for transmission of voice, data and video signals.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeymen.

Electrical rates listed on this schedule are based on the total value of the electrical work of the project which cannot be broken down into smaller projects/contracts to avoid payment of the established wages.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (ELECTRIC SIGN)				
Journeymen:				
Wireman	$ 24.75	$ 5.35	$ 2.72	$ 32.82
Foremen	27.22	5.35	2.99	35.56
General Foremen	29.70	5.35	3.27	38.32
Apprentices:				
First Year	$ 13.12	$ 5.35	$ 1.44	$ 19.91
Second Year	13.86	5.35	1.52	20.73
Third Year	15.34	5.35	1.69	22.38
Fourth Year	16.83	5.35	1.85	24.03
Fifth Year	19.06	5.35	2.10	26.51

Add $2.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

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

On any job where seven (7) Journeyman are employed, one shall be designated forman.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeymen.

Scope of work includes: installation, alteration, dismantling or removing of all Electrical signs or displays, whether luminous tube, receptacle, plastic or reflector type; the installation of all interior neon tubing 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 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
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION		PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
IRONWORKERS					
Journeymen		$ 23.94	$ 3.65	$ 1.78	$ 29.37
Foreman (2)		25.94	3.65	1.78	31.37
General Foremen (2)		27.94	3.65	1.78	33.37
Apprentices:					
First 6 months	(1000 Hrs)	$ 12.02	$ 0.75	$ -	$ 12.77
Second 6 months	(1000 Hrs)	13.23	0.75	-	13.98
Third 6 months	(1000 Hrs)	14.43	0.75	-	15.18
Fourth 6 months	(1000 Hrs)	15.63	3.65	-	19.28
Fifth 6 months	(1000 Hrs)	16.83	3.65	-	20.48
Sixth 6 months	(1000 Hrs)	18.03	3.65	-	21.68
Seventh 6 months	(1000 Hrs)	19.24	3.65	-	22.89
Eighth 6 months	(1000 Hrs)	20.44	3.65	-	24.09

Per Hour Premiums:
Diving Pay add Journeyman wages plus $5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.
(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a job.

Scope of work under this trade includes 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, and glazing – caulking – sealants.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices/Trainees

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
	**This classification cannot be used for unskilled employees performing work in other trades. Employees must be paid in accordance with the type of work being performed without regard to skill.			
LABORERS				
Laborer Journeyman	$ 14.00	$ 2.50	$ 1.92	$ 18.42
Laborer Journeyman (Industrial)	18.75	2.50	1.92	23.17
Apprentices				
1st 6 month period	$ 11.20	$ 2.50	$ 1.92	$ 15.62
2nd 6 month period	11.90	2.50	1.92	16.32
3rd 6 month period	12.60	2.50	1.92	17.02
4th 6 month period	13.30	2.50	1.92	17.72

Per Hour Premiums:
$1.00 Laborer Foreman
$1.50 Laborer General Foreman
$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

$2.50 Asbestos Removal, Hazardous Waste and Lead Remediation

(1) Per hour health benefit includes hospitalization, medical and life insurance.
Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.
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 prepartion of trenches, footings, etc. for cross country transmission or underground lines or cables. On site prepartion and right-of-way clearance, for construction of any structures or the installation of trafficand transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.
Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whther done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregrates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregrates 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.
streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof: Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approcahes and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The etting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

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

**This classification cannot be used for unskilled employees performing work in other trades. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS - Continued

Trenches, Manholes, Handling and Distribution of Pipe, etc. - Cutting of streets and ways for laying pipes,, cables or conduits for all pruposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading, and resurfacing and all otherlabor connected therewith.

Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, wrapping, coating, treating, handlind, distribution and lowering or raising of all pipe and multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of pipe. Pipelaying,leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading; Wrecking; and Railroad Track Work.

APPRENTICESHIP RATIO: One (1) Apprentice to three (3) Journeymen

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)				
Journeymen Millwright	$ 26.93	$ 3.30	$ 6.30	$ 36.53
Per Hour Premiums:				
$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)				
$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman.)				
Apprentices:				
1st 6 months	$ 16.16	$ 3.30	$ 6.30	$ 25.76
2nd 6 months	17.50	3.30	6.30	27.10
3rd 6 months	18.85	3.30	6.30	28.45
4th 6 months	20.20	3.30	6.30	29.80
5th 6 months	21.54	3.30	6.30	31.14
6th 6 months	22.89	3.30	6.30	32.49
7th 6 months	24.24	3.30	6.30	33.84
8th 6 months	25.58	3.30	6.30	35.18
Journeymen Divers (3)	$ 32.29	$ 3.30	$ 6.30	$ 41.89
Diver Foreman	35.29	3.30	6.30	44.89
Diver Foreman (11 or more workers)	37.29	3.30	6.30	46.89
Diver Tenders	29.29	3.30	6.30	38.89

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

Scope of work includes installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

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

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
OPERATING ENGINEERS				
Group I All Cranes Over 15 Tons Capacity Hoists, 2 & 3 drum only Utility Operator (Grouped Misc. Equipment)	$ 27.58	$ 4.00	$ 4.50	$ **36.08**
Group I-A Cranes (w/CCO Certification)	$ 28.08	$ 4.00	$ 4.50	$ **36.58**
Group II Dragline Grader, Sub-Grade Drill Rig, Truck Mounted, (Sterling Class) Concrete Pump, Truck Mounted Concrete Placing Booms	$ 24.51	$ 4.00	$ 4.50	$ **33.01**
Group III Yard Crane Hydraulic Crane, Capacity 15 Ton and Under Dozer Gradall Front-End Loaders Backhoe-Loader Combination Track Hoe/Excavator Skid Steer/Bobcat Pavement Breakers Straddle Buggy/Travel Lift Trenching Machine Mechanic Welder	$ 21.00	$ 4.00	$ 4.50	$ **29.50**
Group IV Asphalt Paving Machine Batching Plant Boring Machine Concrete Pump, Trailer Mounted Forklift	$ 20.44	$ 4.00	$ 4.50	$ **28.94**

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
OPERATING ENGINEERS, Continued				
Group IV Continued Hoists (Electric, Hydraulic, Air) Personnel, Material, Tugger Inside Elevators, Temporary Only Milling Machine Spreading/Finishing Machine	$ 20.44	$ 4.00	$ 4.50	$ **28.94**
Group V Compressor, Above 250 CFM Utility Operator Less than 6 pieces of Equipment Driver, Miscellaneous Trucks Pumps/Dewatering Systems (4"+) Roller Mechanical Broom Scraper Off-Road Trucks Tractors Welding machines, 3 or More	$ 19.35	$ 4.00	$ 4.50	$ **27.85**
Group VI				
Oiler/Driver/Flagman	$ 20.00	$ 4.00	$ 4.50	$ **28.50**
Oiler, Crawler Crane	18.00	4.00	4.50	**26.50**
Mechanic's Helper	18.00	4.00	4.50	**26.50**
Apprentices:				
1st 6 months	$ 11.74	$ 4.00	$ 4.50	$ **20.24**
2nd 6 months	12.91	4.00	4.50	**21.41**
3rd 6 months	14.09	4.00	4.50	**22.59**
4th 6 months	15.26	4.00	4.50	**23.76**
5th 6 months	17.61	4.00	4.50	**26.11**
6th 6 months	19.96	4.00	4.50	**28.46**

APPRENTICE RATIO: Three (3) Apprentice to one (1) Journeymen. Apprentices must be under the supervision of a Journeyman.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PAINTER				
Painter - Commercial	$ 16.00	$ 3.00	$ 2.50	$ 21.50
Painter - Industrial	19.50	3.80	3.25	26.55
Painter - Bridges, Nuclear Power Plants	23.00	3.80	3.40	30.20
Apprentices				
1st 6 months	$ 10.40	$ 3.00	$ 0.15	$ 13.55
2nd 6 months	11.20	3.00	0.15	14.35
3rd 6 months	12.00	3.00	0.15	15.15
4th 6 months	12.80	3.00	0.15	15.95
5th 6 months	13.60	3.00	0.15	16.75
6th 6 months	14.40	3.00	0.15	17.55
7th and 8th 6 months	15.20	3.00	0.15	18.35

Per Hour Premiums:
$1.00 Chargeperson working up to 5 employees
$1.50 Chargeperson working 6 or more employees
$1.00 General Foreman above highest paid chargeperson.

Scope of work includes, but is not limited to: (1) 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, metallizing, flame spray, the application of Exterior Insulating Finishing Systems;

(2) 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;

(3) 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.;

(4) 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;

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

(6) 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;

(7) 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.

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

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Journeymen Piledrivers and Bridge Carpenters	$ 22.20	$ 3.45	$ 5.00	$ 30.65
Foremen (10 or less workers)	24.70	3.45	5.00	33.15
Foremen (11 or more workers)	25.00	3.45	5.00	33.45
Journeymen Divers	$ 27.65	$ 3.40	$ 5.00	$ 36.05
Foremen (10 or less workers)	29.65	3.40	5.00	38.05
Foremen (11 or more workers)	31.65	3.40	5.00	40.05
Diver Tenders	22.20	3.40	5.00	30.60
Apprentices:				
1st year	$ 13.32	$ 3.45	$ 5.00	$ 21.77
2nd Year	15.54	3.45	5.00	23.99
3rd Year	17.76	3.45	5.00	26.21
4th Year	19.98	3.45	5.00	28.43

Per Hour Premiums:
$0.50 Certified Welders
(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes 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, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

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 poststressed 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, 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;

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

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

The driving, vibrating, jetting, sinking, or screwing of all metrials 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.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PIPEFITTERS, AIR CONDITIONING & REFRIGERATION				
R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS				
Journeymen	$ 17.38	$ 4.70	$ -	$ 22.08
R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP				
Journeymen	$ 20.54	$ 4.70	$ 2.75	$ 27.99
R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS				
Journeymen	$ 25.28	$ 4.95	$ 3.25	$ 33.48
R-1 COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS				
Journeymen	$ 31.60	$ 4.95	$ 3.50	$ 40.05
Foremen (2)	36.34	4.95	3.50	$ 44.79
General Foremen	39.50	4.95	3.50	47.95
Apprentices:				
First Year	$ 13.85	$ -	$ -	$ 13.85
Second year	15.75	4.70	-	20.45
Third year	17.75	4.70	-	22.45
Fourth year	19.75	4.70	1.35	25.80
Fifth year	23.70	4.70	1.40	29.80

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

Scope of work includes: Installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over.

APPRENTICE RATIO: One (1) Apprentice to one (1) Journeymen.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SHEET METAL WORKERS				
Journeymen	$ 27.20	$ 5.31	$ 6.05	$ 38.56
Foremen	31.28	5.31	6.05	42.64
General Foremen	32.64	5.31	6.05	44.00
Apprentices:				
1st 6 months	$ 13.60	$ 5.31	$ 3.03	$ 21.94
2nd 6 months	14.96	5.31	3.33	23.60
3rd 6 months	16.32	5.31	3.63	25.26
4th 6 months	17.68	5.31	3.93	26.92
5th 6 months	19.04	5.31	4.23	28.58
6th 6 months	20.40	5.31	4.54	30.25
7th 6 months	21.76	5.31	4.84	31.91
8th 6 months	23.12	5.31	5.14	33.57

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

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

adjustment, alteration, repairing, and servicing 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 equipments 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
2011

"HEAVY CONSTRUCTION"

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

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

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

Please Contact:

Department of Small Business Development
Contract Monitoring and Compliance Division
The Stephen P. Clark Building
111 N.W. 1st Street 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-2343

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 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 schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

OVERTIME
You must be paid not less than one and one-half times your wage rate for all hours worked over 40 hours a week. Please note while fringe benefits are excluded from overtime calculations they must be paid for every hour worked.

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 10% of the amount of underpayment payable to the County. The sanctions increase to 20% for the second violation and 30% for the third violation. Contractors found in violation 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:

MIAMI-DADE COUNTY, DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305)375-3111 FAX: (305)375-3160
WEB PAGE: miamidade.gov/sbd

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____

(print name), the _____ (print title) of

_____ (print name of Bidder or Proposer), who attests

that _____ (print name of bidder or proposer)

shall pay workers on the project minimum wages rates in accordance with

Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the contract documents.

STATE OF FLORIDA)

SS

COUNTY OF DADE)

The aforegoing instrument was acknowledged before me this _____ day of

_____, 20____, _____on behalf of

_____, who is personally known to

me or has produced _____, as identification and

who [ ] did [ ] did not take an oath.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

MIAMI-DADE COUNTY

ADDENDUM NO. 1

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

BID OPENING DATE: 12/21/11

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Add the following note to the front of the Solicitation:

IMPORTANT NOTICE TO BIDDERS:

GROUPS I – MIAMI DADE CORRECTIONS AND REHABILITATION, IV – MIAMI DADE POLICE AND V – MIAMI DADE FIRE RESCUE HAVE BEEN SET-ASIDE FOR PARTICIPATION BY CERTIFIED SMALL BUSINESS ENTERPRISES ONLY.

NOTE: THESE GROUPS CAN ONLY BE AWARDED TO CERTIFIED SMALL BUSINESS ENTERPRISES – FOR INFORMATION ON HOW TO BECOME A CERTIFIED SMALL BUSINESS ENTERPRISE, PLEASE CONTACT MIAMI DADE DEPARTMENT OF SUSTAINABILITY, PLANNING AND ECONOMIC DEVELOPMENT, TELEPHONE NUMBER: (305) 375-3111

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Maria Henia