

**MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR DESIGN-BUILD SERVICES (RDBS)
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
DESIGN-BUILD SERVICES FOR BRIDGE REPLACEMENT AT N. MIAMI AVENUE OVER
LITTLE RIVER CANAL (874127)
ISD PROJECT NO. DB16-DTPW-04**

The County Mayor, Miami-Dade County, pursuant to Chapter 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39, announces that the Department of Transportation and Public Works will require one (1) qualified Design-Builder to replace the bridge at N. Miami Avenue over Little River Canal (No. 874127).

TranSystems Corporation is the Design Criteria Professional, and is precluded from participating as a Design-Builder, Lead A/E Consultant, or Subconsultant on this solicitation. Pursuant to Florida Statutes 287.055, "A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package." The County reserves the right to disqualify any proposal from a team which includes any subconsultant and/or individual who has played a substantial role in the development of the design criteria package or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such subconsultant's or member's prior involvement in the project.

The selection process for this design build solicitation is a two-step process, Step 1 – Evaluation of Qualifications and Step 2 – Evaluation of Technical and Price Proposal.

- Step 1 is the evaluation of a design-build team's qualifications based on the teams' completed submittal. The Competitive Selection Committee will attempt to qualify no fewer than three (3) responsive and responsible firms and by majority vote will determine the maximum number of responsive and responsible firms to advance to Step 2 (the "Advancing Firms").
- Step 2 is the evaluation of competitive Technical and Price Proposals from those Advancing Firms who choose to offer a responsive and responsible proposal.

For ease of reference, this document has been divided into three distinct Divisions corresponding to its applicability. Please refer to each of these Divisions for information related to applicable submittal deadlines.

Division 1 – General Requirements and Scope of Services – The provisions of Division 1 are applicable to both Step 1 and Step 2 unless otherwise indicated in the text or otherwise precluded by the context.

Division 2 – Step 1 - Evaluation of Qualifications – The provisions of Division 2 are applicable to Step 1 – Evaluation of Qualifications unless otherwise indicated in the text or otherwise precluded by the context.

Division 3 – Step 2 - Evaluation of Technical and Price Proposal – The provisions of Division 3 are applicable to Step 2 – Evaluation of Technical and Price Proposal unless otherwise indicated in the text or otherwise precluded by the context. The design criteria package for the project, which is an integral part of this solicitation, constitutes Volume 2 of this RDBS.

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

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Exhibit "A" Letter of Agreement (LOA) Small Business Enterprise – Architectural & Engineering (SBE-A/E) Program – SBD Form 105 (Revised 10/14)

Refer to – Community Business Enterprise (CBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services
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DIVISION 1

GENERAL REQUIREMENTS AND SCOPE OF SERVICES

1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation are defined in Administrative Order 3-39, which may be obtained at <http://www.miamidade.gov/internalservices/architectural-engineering-legislation.asp>, or from the Clerk of the Board (refer to Division 2, Section 2.6 for address).

- a) A/E: Architectural and engineering.
- b) A/E Consultant Selection Coordinator: The person designated by the County as the primary contact for this solicitation, whose name appears in Division 2, Section 2.4 below.
- c) Adjusted Bid: An evaluation process where proposals are evaluated and assigned point values accordingly to a rating system. Qualitative aspects are scored and totaled on a scale of 0 to 100 points and price is divided by that score to yield an "Adjusted Bid".
- d) Advancing Firms: Design-Builders selected by the Competitive Selection Committee to advance to Step 2 based upon the evaluation of the firms' submittal pursuant to Step 1.
- e) Board: Clerk of the Board
- f) CSC: Competitive Selection Committee as defined in Section 2-10.4 (5) of the Code, shall be the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project and select the most qualified firm (s) to perform the services.
- g) Contract: Design-Build Contract; synonymous with the term "Agreement".
- h) Days: unless otherwise expressly stated, all references to days shall be to calendar days.
- i) Design-Build Contract: A single contract for the design and construction of a public construction project.
- j) Design-Builder: The legal person (including individuals, firms or entities) contractually responsible for delivering the project design and construction, and includes any person authorized by law to enter into the contract and perform the services requested in this solicitation. As used in this solicitation the term is synonymous with the words "Submitter", "Design-Builder", "Contractor" and "Respondent".
- k) Design Criteria Professional: An individual or a firm who holds a current certificate of registration under Chapter 481 of Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of Florida Statutes, to practice engineering and who is employed by or under contract to the agency for the provision of professional architectural services, or engineering services in connection with the preparation of the design criteria package.
- l) ISD: Internal Services Department - County department which combined the former Americans with Disability Act Coordination, Office of Capital Improvements, General Services Administration, Human Resources, and Procurement Management Departments.
- m) Non-Responsive: A Design-Builder who in the County's sole discretion, has not complied with all of the material requirements outlined in the solicitation, as applicable, and may not be considered for contract award.

- n) Owner: Miami-Dade County, a political subdivision of the State of Florida.
- o) Pre-Qualification Certification: An annual certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. Pre-qualification certification is the consolidation of the various certification processes into one streamlined process and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by ISD. Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above.
- p) RDBS: Request for Design Build Services.
- q) Responsible: A Design-Builder who the County affirmatively determines: has the ability, capacity and skill to perform under the terms of the contract; does not have an unsatisfactory record of past performance in County contracting; including abiding by applicable ordinances, resolutions, and other policies of the County; and has a satisfactory record of integrity and business ethics.
- r) Responsive: A Design-Builder who in the County's sole discretion, has complied with all of the requirements outlined in the solicitation, as applicable.
- s) Step 1 Submittal Deadline: The deadline for submittal of the qualifications package by interested Design-Builders. The Step 1 submittal deadline appears in Division 2, Section 2.4.
- t) Step 2 Submittal Deadline: The deadline for submittal for technical and price proposal by Advancing Firms. The Step 2 submittal deadline for this project appears in Division 3, Section 3.4.
- u) Subconsultant: Any and all persons, firms or entities, which will be engaged by the Design-Builder to provide services under this solicitation. The term is synonymous with "subcontractor".
- v) Work: Professional services, all labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to be provided by the Contractor to fulfill all duties and obligations imposed by the Contract Documents, which can be reasonably assumed as necessary to fulfill the intent of the Contract Documents to provide a complete, fully functional and satisfactory project.

1.2 SCOPE OF SERVICES

The scope of services shall include, but is not limited to furnishing all professional services, supervision, labor, materials, equipment, tools and performing all operations required to construct the work in accordance with the Contract Documents. The work includes all design and construction services for the complete replacement of the existing bridge at N. Miami Avenue over Little River Canal (No. 874127), including roadway approaches, geotechnical, survey, permits, and all other design services in accordance with the latest AASHTO, County, and FDOT design standards, necessary to produce the required construction documents, engineering plans, traffic control and maintenance of traffic plans (including signs, variable message boards, and markings to detour traffic), project permitting, public involvement plan, project coordination, and all the necessary incidentals for the complete replacement of the existing bridge.

Permits that are issued by Miami-Dade County Department of Transportation and Public Works for construction within the public right-of-way, as well as additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

County Road Construction Projects – NO PERMITS shall be issued to sub-contractors, except for work related to Traffic Signalization, School Flashing Signals, Internally Illuminated Street Name Sign (IISNS), Street lighting, and Traffic Signal Loops which will require a separate permit issued to an Electrical Contractor to perform such work.

The Design-Builder must complete the Work by the following durations, which exclude the warranty administration period:

Substantial Completion on or before 730 calendar days after the date of Notice to Proceed. Final Completion Date for Final Completion and Project Closeout on or before 790 calendar days after the date of Notice to Proceed.

If the Design-Builder does not achieve Final Completion by the established Final Completion Contract Date, Liquidated Damages (LDs) will be assessed and paid to the County by the Design-Builder in the amounts established in the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$763
Over \$50,000 but less than \$250,000	\$958
\$250,000 but less than \$500,000	\$1,099
\$500,000 but less than \$2,500,000	\$1,584
\$2,500,000 but less than \$5,000,000	\$2,811
\$5,000,000 but less than \$10,000,000	\$3,645
\$10,000,000 but less than \$15,000,000	\$4,217
\$15,000,000 but less than \$20,000,000	\$4,698
\$20,000,000 and over.....	\$6,323 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

1.3 PROJECT COST

The estimated Design-Build project cost \$2,986,498.87, exclusive of contingencies. The estimated total Contract amount is \$3,150,223.81, inclusive of the contingencies.

The County reserves the right to negotiate or reject any and all proposal(s), if the price exceeds the estimated project cost. The Price Proposal Form is to include all design and construction services, labor, materials, equipment, tools, utilities, permit fees, approvals, authorizations, certificates, including applicable taxes and all facilities necessary for the completion of the Work.

1.4 REQUESTS FOR ADDITIONAL INFORMATION; ADDENDA

Requests for additional information or inquiries must be made in writing and received by the County's A/E Coordinator, with a copy filed with the Clerk of the Board. Requests for copies of all public documents may be obtained from the County's A/E Coordinator. The County will issue responses to inquiries and any changes to this solicitation it deems necessary in written Addenda issued to all parties who have downloaded the solicitation prior to the proposal due date.

1.5 WORK HISTORY DISCLOSURE

Work History Disclosure (WHD) and supplement forms are not required to be submitted with the proposal. It is the requirement for all A/E firms to submit a Work History Disclosure (WHD) at least once. Subsequently, the Prime is responsible for submitting a Monthly Utilization Report (MUR) to report all payments to Primes and sub-consultants. WHD is limited to firms providing architectural, engineering, landscape architecture, land surveying and mapping services. Any firm proposing on this solicitation that has not previously submitted a WHD and up to date MURs is required to submit subject form(s), prior to the submittal date, to the Internal Services (ISD) Department, 111 NW 1st Street, 19th Floor, Miami, Florida 33128, Attention: Small Business Development. New firms requesting pre-qualification certification with Miami-Dade County to provide A/E, landscape architectural, land surveying and, mapping services are required to submit WHD forms to ISD. For additional information, please contact Small Business Development, at (305) 375-3111.

1.6 INSURANCE REQUIREMENTS

Design-Builder 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 Design-Builder or its employees, agents, servants, partners principals or subcontractors. Design-Builder 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. Design-Builder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Design-Builder 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 Design-Builder shall furnish to DTPW, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Certificate(s) of Insurance which clearly indicate the coverage required in Sections A, B, C and D.
 2. Original Policy which clearly indicates the coverage required in Section E.
- A. Worker's Compensation Insurance for all employees of the Design-Builder as required by Florida Statute 440.
 - B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Insurance shall include coverage for Explosion Collapse and Underground Hazards. 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.
 - D. Professional Liability Insurance in the name of the Design-Builder or its Engineer / Architect in an amount not less than \$1,000,000 per claim.
 - E. Prior to occupying the site provide: Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the structure(s). The policy shall be in the name of Miami-Dade County and the Contractor.

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 A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

1.7 PAYMENT AND PERFORMANCE BOND

The Design-Builder agrees to execute and deliver within 14 days after the Contract award date and prior to commencement of work, Design-Builder's Performance and Payment Bond(s). A single instrument Payment and Performance Bond, satisfactory to the Owner, for twice the penal sum (no less than 100% of the total maximum contract amount for payment-related issues and 100% of the total maximum contract amount for performance-related issues), shall be required of the Contractor.

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

Bond (Total Contract) Amount Best's Rating

\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,000 to \$10,000,000	A VIII
Over \$10,000,000	A IX

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

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

- b) For Contracts in excess of \$500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- c) Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- d) The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.
- e) The cost of the Bonds shall be included in the Bid.
- f) The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.
- g) The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.
- h) In the event the Surety on the Payment and Performance Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient

Bond in lieu of Bond executed by such Surety.

- i) Cancellation of any bond or non-payment by the Contractor of any premium for any Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

1.8 TEAMING RESTRICTIONS

Respondents must select between submitting as a Design-Builder or subconsultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

- a) Firms electing to submit as a Design-Builder may only respond once to a solicitation, limited to participation on a single team. If submitting as a Design-Builder, said firm may not participate as a subconsultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.
- b) Firms electing to submit as a Lead A/E Consultant may only respond once to a solicitation, limited to participation on a single team. If submitting as a Lead A/E Consultant, said firm may not participate as a subconsultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.
- c) Due to the availability of firms in each of the specified A/E technical certification categories, A/E subconsultants may only participate on three (3) teams when responding to a solicitation.
- d) A/E sub-consultants may participate on more than three teams for the technical certification category denoted below, due to the limited availability of firms to provide said service:

9.01 – Soils, Foundations, and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services

Please be advised that in the event a Design-Builder, Lead A/E Consultant, or subconsultant fails to adhere to the restrictions stated herein and participates in more than the outlined maximums, then all affected proposals shall be found non-responsive.

1.9 CONTRACT MEASURES

The Miami-Dade Small Business Enterprise (SBE) goals are as follows:

- a) SBE-A/E Goal – 6.31% Goal
- b) SBE-Construction – Trade Set-Aside: Traffic Stripes and Markings: Painted and/or Thermoplastic
- c) CWP – 10.00% Goal

Proposed participating SBE firms must have a valid Miami-Dade County SBE certification by the Step 1 Submittal Deadline of this solicitation. If selected, participating SBE firms must have a valid SBE certification at the time of award of the contract and throughout the contract term.

1.10 APPLICABLE LEGISLATION

The selected Design-Builder will be required to abide by all applicable federal, state and local laws and ordinances, as amended. Among the applicable local laws and ordinances are:

- a) **FLORIDA STATUTE(S)**
 - Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees;

Exemptions.

- Section 119.0701: Contracts; Public Records
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes

b) ORDINANCES

- 77-13 - Financial Disclosure
- 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender
- 97-35 - Policy of Fair Subcontracting Practices
- 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding and Financial Services
- 97-215 - Office of the Inspector General
- 99-152 - False Claim Ordinance
- 01-105 - Amending Section 2-10.4 of the Miami-Dade County Code for the acquisition of professional architectural, engineering, landscape architecture or land surveying and mapping services
- 03-107 - Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- 07-65 - Sustainable Buildings Program
- 08-92 - Economic Stimulus Ordinance
- 08-113 - Ordinance Amending Sections 2-8.1.1 and 10-33.1 of the Miami-Dade County Code relating to bids from related parties to include a prohibition on collusive bidding
- 09-41 - Ordinance amending Section 10-33.02 of the Code pertaining to the Community Small Business Enterprise (CSBE) Program
- 09-68 - Local Certified Service Disabled Veterans Preference
- 11-22 - Community Small Business Enterprise
- 11-24 - Community Business Enterprise
- 11-90 - Ordinance Relating to the Collection of Data for a Disparity Study
- 14-79 - Sea-Level Rise Ordinance

c) RESOLUTIONS

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County
- R-894-05 - Independent Private Sector Inspector General (IPSIG) Services
- R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project.
- R-183-00 - Family Leave Requirements
- R-185-00 - Domestic Violence Leave
- R-1386-09 - Community Small Business Development Program; directing County Mayor to include additional subcontractor provisions in all future contracts, where applicable unless waived by the Board of County Commissioners
- R-138-10 - Resolution requiring that construction contracts include language mandating that the scope of work of CSBEs be separately stated and accounted for in schedule of values.
- R-63-14 - Contractor Due Diligence

d) ADMINISTRATIVE ORDERS

- 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 3-26 - Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services.
- 3-37 - Community Workforce Program (CWP)

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

e) IMPLEMENTING ORDERS

- 3-21 - Bid Protest Procedure
- 3-22 - Community Small Business Enterprise
- 3-32 - Community Business Enterprise
- 3-34 - Formation and Performance of Selection Committees
- 3-41 - Small Business Enterprise
- 3-61 - Residents First Training and Employment Program
- 3-63 – Employ Miami-Dade Program

f) MIAMI-DADE COUNTY CODE

- Section 2-1076 - Office of the Inspector General
- Section 2-8.1 - Contracts and Purchases
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting Practices
- Section 2-10.4 - Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2.11.17 - Residents First Training and Employment Program
- Section 10-34 - Listing of Subcontractors Required

Copies of the aforementioned Ordinances and Resolutions may be obtained at the Clerk of the Board's Office (refer to Division 2.6 for location).

1.11 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a “Cone of Silence” is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- Potential vendor, service provider, bidder, lobbyist or consultant and the County’s professional staff including, but not limited to, the County Manager and his or her staff;
- The Mayor, County Commissioners or their respective staffs and any member of the County’s professional staff including, but not limited to, the County Manager and his or her staff;
- Potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- The Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;
- Potential vendor, service provider, lobbyist or consultant, and the Mayor, County Commissioners and their respective staffs; and
- Any member of the County’s professional staff and any member of the selection committee therefore.

The provisions do not apply to, among other communications:

- Oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- Oral communications at pre-proposal conferences, oral presentations before selection

- committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- Communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

This language is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

1.12 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Sections 2-10.4 and 2-8.5 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Design-Builder which meets all of the following:

- a) A business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- b) A business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and
- c) A business that contributes to the economic development and well-being of Miami-Dade 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. To satisfy this requirement, the Design-Builder shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date stated in the solicitation:
 - 1) Retention or expansion of employment opportunities in Miami-Dade County, or
 - 2) Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - 3) Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

In the Step 1 evaluation process, if two (2) firms, one local and one non-local are within five percent (5%) of each other's total qualitative points, then Local Preference will be applied. The County Mayor or County Mayor's Designee shall re-rank the firms placing the Local firm immediately above the Non-Local firm whose total qualitative score is higher than, or within five percent (5%) of the total qualitative score of such Local firm.

In the Step 2 evaluation process, if two (2) firms, one local and one non-local are within five percent (5%) of each other's adjusted bid, then Local Preference will be applied. The County Mayor or County Mayor's Designee shall re-rank the firms placing the Local firm immediately above the Non-Local firm whose adjusted bid is higher than, or within five percent (5%) of the adjusted bid of such Local firm.

Local preference is only applicable to the Design-Builder. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations. The Design-Builder shall complete, sign and submit Miami-Dade County ISD Form No. 1DB "Local Business Preference Affidavit".

1.13 LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE

This solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (LCVBE) 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 proposal or 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 LCVBE is entitled to receive an additional five percent (5%) of the total qualitative points at Step 1 and Step 2 as applicable. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification.

1.14 CONFIDENTIAL INFORMATION

The Design-Builder shall not submit any information in response to this solicitation, which the Design-Builder considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Design-Builder. In the event that the Design-Builder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid or proposal as protected or confidential, the County shall endeavor to redact and return that information to the Design-Builder as quickly as possible, and if appropriate. The County will then evaluate the balance of the bid or proposal. The redaction or return of information pursuant to this clause may render a bid or proposal non-responsive.

1.15 MONTHLY REPORTING WHEN SUBCONTRACTORS OR SUBCONSULTANTS ARE UTILIZED

Design-Builders are advised that when subcontractors or subconsultants are utilized to fulfill the terms and conditions of this contract, monthly utilization reports are required to be filed. Subject reports must denote the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to community small business enterprise companies or any other subcontractor performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.16 WITHDRAWALS

The person or representative signing the Step 1 proposal shall be the only person or representative eligible to withdraw said proposal in writing before the Step 1 Submittal Deadline.

The person or representative signing the Step 1 proposal shall be the only person or representative eligible to withdraw the price proposal in writing before the Step 2 Submittal Deadline, or upon expiration of 180 days after the opening of price proposals. Be advised that after the Step 2 Submittal Deadline, all price proposals remain final. Any errors of the successful Design-Builder will in no way relieve them from completing the requested work for the proposal submitted.

1.17 COSTS INCURRED BY DESIGN-BUILDER

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Design-Builder. No payment will be made for any responses received or for any other effort required of or made by the Design-Builder prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

1.18 CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY

Questions regarding organizational conflicts of interest shall be submitted prior to the submittal date and addressed to the Miami-Dade Commission on Ethics by any bidder, proposer, contractor, or subcontractor regarding potential organizational conflicts pertaining to its own bid, or by the local government contracting officer regarding potential organizational conflicts pertaining to any bidder, proposer, contractor, or

subcontractor. The Commission on Ethics shall evaluate the request based on standards established under the Federal Acquisition Regulation (FAR) at 48 CFR § 9.5 (2013) in order to determine if any possible organizational conflicts of interest exist. Determinations by the Commission on Ethics shall be deemed final. When a bidder, proposer, contractor, or subcontractor is found to have a conflict, the submittal presented by the conflicted party shall be rendered nonresponsive.

1.19 SUSTAINABLE BUILDING PROGRAM (NOT APPLICABLE)

1.20 VENDOR REGISTRATION

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. The Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department (ISD), Vendor Assistance Unit, within 14 days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive and responsible Design-Builder. The Design-Builder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

1.21 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 for Category Two (\$10,000) for a period of 36 months from the date of being placed on the convicted vendor list.

1.22 LOBBYIST CONTINGENCY FEES

- a) 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.
- b) 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 Manager 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.

1.23 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals 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 proposals. Related parties shall mean Design-Builder or the principals thereof which have a direct or indirect ownership interest in another Design-Builder for the same contract or in which a parent company or the principals thereof of one Design-Builder have a direct or indirect ownership interest in another Design-Builder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Design-Builders 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 OFFICE OF THE INSPECTOR GENERAL

Miami Dade County Office of the Inspector General Review: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Design-Builder under any contract resulting from this solicitation will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, the resulting Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/Vendor/Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d)

auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits, inspections, reviews, and investigations on all County and Public Health Trust contracts including, but not limited to, those contracts specifically exempted above.

1.25 POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

1.26 SUBMITTAL OF INFORMATION

Failure to provide the information required by Miami-Dade County may result in the negative evaluation of the team or at Miami-Dade County's sole discretion, disqualification of the team.

The County Mayor may impose the loss of eligibility to participate in County contracts for a specified period of time, not to exceed five (5) years for an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of or non-compliance with Administrative Order 3-39, including the falsification of information provided in the proposal and/or the Design-Builder selection documents.

1.27 CONTRACT AWARD

Any contract, resulting from this solicitation, will be submitted to the County Mayor or County Mayor's designee for approval. All Design-Builders will be notified in writing when the County Mayor or County Mayor's designee makes an award recommendation. The Contract award, if any, shall be made to the Design-Builder whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Design-Builder shall be final.

1.28 RIGHTS OF PROTEST

- a) A recommendation for contract award or rejection of all proposals may be protested by a Design-Builder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.
- b) A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in paragraph C below.
- c) The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	Filing Fee
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5,000,000	\$3,000
Over \$5,000,000	\$5,000

- d) For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and

filed with the Clerk of the Board.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Design-Builder to the attention, in writing, to the A/E Consultant Coordinator by the deadline dates for the receipt of questions as indicated in Sections 2.4 and 3.4 of this RDBS.

1.29 ENERGY EFFICIENT BUILDING TAX CREDIT (NOT APPLICABLE)

1.30 SCRUTINIZED COMPANIES

By executing this proposal through a duly authorized representative, the Design-Builder certifies that the Design-Builder 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 Design-Builder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Design-Builder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its 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 Design-Builder 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 Design-Builder 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.

1.31 SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES

Pursuant to Ordinance No. 11-90, 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 using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than 10 days after it becomes available and, in any event, prior to final payment under the contract.

1.32 ACCESS STATEMENT FOR NOTICES OF PUBLIC MEETINGS AND DEPARTMENTAL PUBLICATIONS

The Americans with Disabilities Act (ADA) obligates State and local governments to provide effective communications for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters, and/or any accommodation to participate in a County-sponsored program or meeting regarding this solicitation, please contact the Contracting Officer listed herein five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.33 COMMUNICATIONS

Proposers are hereby advised that effective with the advertisement of this solicitation, proposers and their lobbyists are prohibited from having any communication, oral or written, with CSC members or the entire CSC outside of the publicly noticed Selection Committee meetings. All communications shall be forwarded to the A/E Selection Coordinator with a copy to the Clerk of the Board.

1.34 SEA LEVEL RISE

In accordance with Ordinance 14-79, the Consultant shall consider the potential impacts of sea level rise.

1.35 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of

any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

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

- a) Bidders must:
 - 1) Submit a completed Responsible Contractor Affidavit (Form RTFE 1), along with the Bid Submittal Package. RTFE 1 shall verify the following:
 - i) Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course; and
 - ii) Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program (CWP) shall be counted towards the 51% goal.
 - 2) In the event that form RTFE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified.
 - i) Prior to the issuance of a Notice to Proceed, contractors must also submit the following:
 - 1) A Construction Workforce Plan (Form RFTE 2) and supporting documentation;
 - 2) A list of all subcontractors to be used on the project;
 - 3) A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and;
 - 4) A list of all employees currently employed by the contractor.
 - ii) Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.
 - iii) Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.
 - iv) Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

1.36 EMPLOY MIAMI-DADE PROGRAM

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

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

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

1. Referral Procedures:

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

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

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

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

1.38 ASPIRATIONAL POLICY REGARDING DIVERSITY

Pursuant to Resolution No. R-1106-15 Miami-Dade County 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 unless permitted by law.

DIVISION 2.0

STEP 1

EVALUATION OF QUALIFICATIONS

The County will evaluate the qualifications of all Design-Builders who complete a submittal in accordance with the requirements of Divisions 1 and 2 of this RDBS. The Advancing Firms, if any, shall be invited to submit a Technical and Price Proposal under Division 3 of this RDBS.

2.1 EXPERIENCE AND QUALIFICATIONS

Requirements for the Design-Builder:

A. General:

1. The Design-Builder shall meet the requirements stated below. A Design-Builder is defined as a partnership, corporation, or other legal entity that:
 - a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture.
2. All interested Design-Builders must comply with the following:
 - a. Proposer must be prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-22, Florida Administrative Code, to bid and perform the work described in the Contract Documents. Required FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents include the Minor Bridge Work Class. Design-Builders seeking consideration shall submit along with the proposal submittal package for review and consideration, current copies of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand.
3. The Design-Builder, through full time personnel employed by the Design-Builder, must demonstrate a minimum of five (5) years of continual experience from the date of this solicitation as the prime contractor in projects with scopes comparable to the Project Scope of Work. Demonstrate the experience requirement by including along with the submittal package:
 - a. A detailed description of projects, similar to the Project Scope of Work, in which the Design-Builder is currently engaged or has completed within the past ten (10) years from the date of this solicitation.
 - b. List and describe those projects performed for government clients, similar size private entities, and any work performed for the County.
 - c. Identify for each project a) the client, b) description of work, c) total dollar value of the contract, d) contract duration, e) customer contact person and phone number for reference, f) statement or notation of whether Design-Builder is/was the prime contractor or subcontractor, and g) the results of the project.

B. Design Team:

1. Technical Certification category 3.02 & 3.03 is the only Technical Categories that the Lead Designer must hold.
2. Proposers are required to be pre-qualified by Florida Department of Transportation (FDOT) in all work types required for the Project and satisfy all technical qualification requirements of Chapter 14-75 F.A.C.
3. The A/E Design Team, through full time personnel employed by the A/E Design Team, must demonstrate a minimum of five (5) years of continual experience from the date of this solicitation as the prime consultant in projects with scopes comparable to the Project Scope of Work. Demonstrate the experience requirement by including along with the submittal package:
 - a. A detailed description of projects, similar to the Project Scope of Work, in which the A/E Design Team is currently engaged or has completed within the past ten (10) years from the date of this solicitation.
 - b. List and describe those projects performed for government clients, similar size private entities, and any work performed for the County.
 - c. Identify for each project a) the client, b) description of work, c) total dollar value of the contract, d) contract duration, e) customer contact person and phone number for reference, f) statement or notation of whether the A/E Design Team is/was the prime consultant or subconsultant, and g) the results of the project.

C. Construction Team:

Certificate of Competency Requirement:

1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Construction team must hold a valid, current, and active:
 - a. Certificate of Competency from the County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include structural engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or
 - b. Pursuant to Section 255.20, F.S. and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents include the Minor Bridge Work Class.

2.2 PRE-QUALIFICATION REQUIREMENTS FOR A/E DESIGN TEAM

All properly licensed firms and/or individuals providing engineering, architectural, landscape architectural, land surveying and, mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed with ISD a pre-qualification package and have approved pre-qualification status from ISD, in accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of

Miami-Dade County, by the Step 1 Submittal Deadline. Firms and/or individuals are required to maintain active pre-qualification status at the time of Step 1 submittal to this "Request for Design-Build Services", solicitation evaluation and selection process, at time of award, and throughout the duration of the contract.

Interested A/E firms and/or individuals must secure the required pre-qualification certification which includes technical certifications, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable, prior to the submittal date. The A/E pre-qualification requirement is also applicable to any firm that may be later selected to perform work as a substitute for a previously selected firm, or to perform additional work on this project.

Joint Venture firms may be pre-qualified in the same manner as other firms. In the alternative, if a Joint Venture firm opts to satisfy the technical certification requirements of this solicitation through the A/E firm comprising the Joint Venture, the Joint Venture shall at a minimum comply with the following additional requirements:

- a) The Joint Venture shall in its own name obtain an approved affirmative action plan.
- b) The Joint Venture shall in its own name submit a completed vendor registration package, including applicable affidavits.
- c) The A/E entity shall in its own name be pre-qualified prior to the submittal date.

The above requirements must be completed by the Joint Venture in its own name no later than the Step 1 Submittal Deadline. Failure of any firms denoted on the Design-Builder's A/E design team to be pre-qualified at the Step 1 submittal shall render the proposal non-responsive.

2.3 DESIGN-BUILDER'S LICENSING REQUIREMENTS AND A/E TECHNICAL CERTIFICATION REQUIREMENTS

The Design-Builder shall, not later than the Step 1 Submittal Deadline and at all times thereafter, including the evaluation and selection process, time of award, and throughout the duration of the contract, meet the requirements stated below. Pursuant to Florida State Statutes 287.055, a Design-Builder is defined as a partnership, corporation, or other legal entity that:

- a) Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent;
- or
- b) Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

Those firms submitting as a Joint Venture must provide documentation for each entity participating in the Joint Venture to include the legal name of the companies participating in the Joint Venture as registered with the State of Florida together with copies of the Joint Venture agreement and statements of authority as submitted to the State of Florida Department of Professional Regulation Construction Industry Licensing Board (CILB). Copies of the joint venture agreement and statements of authority and proof of submission to the CILB from those firms submitting as a Joint Venture must be submitted to and received by the CILB prior to the Step 1 Submittal Deadline. The Joint Venture agreement and statements of authority must be approved by the CILB Board Office prior to the Step 2 Submittal Deadline for those Advancing Firms.

Failure for a Design-Builder to hold a current valid certificate, as indicated above, or failure for those Joint Venture firms to submit the required documentation to the CILB by the Step 1 Submittal Deadline shall render the proposal non-responsive.

The Joint Venture must be qualified by the CILB at the time of award.

In addition, all interested Design-Builders responding to this solicitation must comply with all applicable federal, state and local licensing and certification requirements.

A/E TECHNICAL CERTIFICATION REQUIREMENTS FOR THE A/E DESIGN TEAM

Technical Category	Engineering Activity Description
3.02	Highway Systems – Highway Design (Lead A/E)
3.03	Highway Systems – Bridge Design (Lead A/E)
3.09	Highway Systems – Signing, Pavement Marking, and Channelization
9.01	Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services
9.02	Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
10.01	Environmental Engineering – Stormwater Drainage Design
15.01	Surveying and Mapping – Land Surveying

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. **The Lead A/E Consultant must hold technical certification in categories 3.02 Highway Systems – Highway Design, and 3.03 Highway Systems – Bridge Design.** Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, the individual is required to have the relevant certification(s). Individuals who are not technically certified will not be “allowed” to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For questions regarding Miami-Dade County's A/E Technical Certification, that are not related to this project and Certification Committee meeting dates, please contact Nubia Jarquin, Internal Services Department (ISD), at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the following website: <http://www.miamidade.gov/procurement/technical-certification.asp>.

In the event that the respondent is a Joint Venture, the A/E technical certification requirements of this Request for Design Build Services may be satisfied by the Joint Venture or by the A/E individual firm comprising the Joint Venture. Failure to satisfy the requirements shall result in the disqualification of the Joint Venture.

Failure of any firms denoted on the Design-Builder’s A/E Design Team to be technically certified, as applicable, at the time Step 1 Submittal Deadline shall render the proposal non-responsive.

2.4 STEP 1 SCHEDULE

The anticipated schedule for Step 1 is as follows:

- RDBS Available: August 9, 2016
- Pre-Submittal Project Briefing: August 19, 2016, 1:00 P.M. (Local Time)
- Location: Stephen P. Clark Center
111 NW 1 Street, 18th Floor
Training Room 18-3
Miami, FL 33128
- Deadline for receipt of questions: August 26, 2016 at 5:00 P.M. (Local Time)

Step 1 Submittal Deadline: September 16, 2016, at 3:30 P.M. (Local Time)
(See Division 2, Section 2.6 for location of submittal)

Step 1 CSC Meeting: TBD

Location: TBD

A/E Coordinator: Julie Whiteside
Address: 111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Telephone: (305) 375-1559
E-Mail: jwhites@miamidade.gov

While attendance is not mandatory, interested parties are encouraged to attend the Pre-Submittal Project Briefing. This meeting provides interested parties a more detailed scope of the requested services, response requirements, and provides any necessary clarifications prior to the response deadline. Design-Builders are encouraged to submit any questions in writing, to the County's A/E Coordinator no less than three (3) working days in advance of the pre-submittal project briefing date.

2.5 STEP 1 FORMAT AND CONTENTS

Additional submittals and/or supplemental information after the submission deadline, as noted in Section 2.4, shall be submitted solely to the Clerk of the Board, and only upon request by the County. The Design-Builder should carefully follow the format and instructions outlined herein. Each proposal (original and copies) are to be submitted on 8 ½" X 11" plain paper, individually bound. Please refer to Section 2.6 for the amount of copies to be submitted with your proposal.

A Design-Builder must be responsive to all applicable items contained in the following section. Design-Builders shall not modify any of the forms provided and must submit in their proposal the completed forms listed below and any other documentation required herein this section. Failure to provide all of the requested information may deem your proposal non-responsive.

- a) A letter of interest – The letter shall be signed by an authorized individual of the Design-Build firm, which indicates that the Design-Build firm is committed to execute the project, if selected for award of the Project.
- b) ISD Form 8DB – Step 1 - Evaluation of Qualifications. The Design-Builder is required to complete ISD Form 8DB in its entirety. The Federal Employer Identification Number(s) (FEIN) for the Design-Builder together with its team members are required to be listed on this form. Please be advised that each firm possessing a FEIN is considered a separate legal entity and is therefore mandated to meet all necessary requirements of this RDBS to provide professional services, as applicable in Miami-Dade County. All team members including, but not limited to the following must be identified in ISD Form 8DB: Design-Builder, Subconsultants (including SBE-A/E Subconsultants), specialty individuals, Subcontractors who will perform Work with readily identifiable scopes of services and Subcontractors as referenced in Section 2.1 of the RDBS – Experience and Qualifications. Changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual subconsultant(s)/subcontractor(s) after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. In no circumstances shall a change be allowed which results in a Design-Builder gaining a competitive advantage over the other Design-Builders. All information regarding the team's experience and qualifications must be denoted on ISD Form 8DB in the applicable sections.

Section F of ISD Form No. 8DB shall be submitted by each team member (Design-Builder, A/E Sub-consultant, non-A/E sub-consultant, sub-contractor), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided should be for one project and must comply with the requirements listed in Section 2.1. Firms must denote whether the reference

project is to meet an experience and qualification requirement, a preference stipulation and/or a general project reference.

The execution of ISD Form 8DB constitutes the express representation by the Design-Builder that it has the authority and ability to perform the services requested under this RDBS and if awarded a contract, has the authority and ability to enter into, and perform the contract according to its terms.

ISD applicable forms are available on Miami-Dade County's web page at the following link: <http://www.miamidade.gov/procurement/architectural-engineering-forms.asp>.

Please ensure that copies of the certified or registered general contractor or building contractor licenses, or the Joint Venture agreement and statements of authority approval by the State of Florida Department of Professional Regulation Construction Licensing Board (CILB) or proof of submittal to the CILB of the Joint Venture's agreement and statements of authority are submitted in the proposal. See Section E of ISD Form 8DB.

Please ensure that each one of your references have been advised that they may be contacted by ISD staff or designee to verify the information provided in ISD's Experience and Qualification Compliance Verification Chart(s).

Pursuant to a Commission on Ethics and Public Trust opinion dated March 15, 2005, respondents requesting professional references from Miami-Dade County employees must submit said request in writing to the attention of subject County employee, and copy the Clerk of the Board (COB). Note that the COB may be reached either via e-mail at clerkbcc@miamidade.gov or facsimile at (305) 375-2484.

Be advised that Pursuant to section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide personal letters of recommendation for professional services for any person or firm for the subject project.

- c) Local Business Preference Affidavit (ISD Form1DB) shall be completed and provided by the Design-Builder claiming a local office in Miami-Dade County. Design-Builders must complete, sign and notarize the form, and attach applicable documents. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations. Local preference is only applicable to the Design-Builder.
- d) SBD Utilization and Assurance Form - Small Business Participation on Design-Build Projects form. Design-Builders must complete the Utilization and Assurance Form - Small Business Participation on Design-Build Projects. Respondents/Design-Builders MUST submit this Utilization Assurance Form and will be allowed 48 hours from notification by the RER Department to cure defects to the form. Failure to submit the Utilization Assurance Form may affect Respondent/Design-Builder's prequalification status. Refer to Division 1, Section 1.9 for applicable contract measures.
- e) The following Affidavits are required:
 - Affidavit 1 - Design-Builder's Affidavit
 - Affidavit 2 - Debarment Disclosure
 - Affidavit 3 - Criminal Record
 - Affidavit 4 - Collusion Affidavit
 - Affidavit 5 - Public Entity Crimes Sworn Statement
 - Affidavit 6 - Contractor Due Diligence Affidavit
- f) Design-Builders shall demonstrate their capability to provide a Payment and Performance Bond in accordance with the requirements of this project by submitting a letter from their Surety Company at the Step 1 submittal indicating the Design-Builder's bonding capacity. The Surety Company must be authorized to do business in the State of Florida and rated as to management and strength as set forth in

the Payment and Performance Bond Article (Division 1, Section 1.7) for this solicitation.

- h) Insurance Coverage Acknowledgement - The coverages indicated in Division 1, Section 1.6, Insurance Requirements are deemed appropriate for minimum insurance requirements for this project and will be required of the selected Design-Builder and identified in the negotiated Design-Build Agreement. As such, Design-Builders are required to acknowledge in ISD Form 8DB, that if selected, the firm will be able to furnish the Owner the insurance coverages applicable for this project.
- i) Form RFTE 1 “Residents First Training and Employment Program Responsible Contractor/Subcontractor Affidavit Form”

2.6 STEP 1 SUBMITTAL REQUIREMENTS

Interested Design-Builders must submit their proposal in sealed envelopes and/or containers. All sealed envelopes and/or containers must clearly state on the envelope and/or container the name and number of the project, including the Design-Builder’s name, address and telephone number. Each sealed envelope and/or container shall include one (1) original proposal, four (4) bound copies, and six (6) CD electronic copies and one (1) flash drive electronic copy in SEARCHABLE .pdf format. Please ensure that the information contained on CDs is identical to the information provided in the original proposal. Proposals shall not contain animations.

All sealed envelopes and/or containers shall be delivered to the following location:

**Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128
Attention: Julie Whiteside
Re: ISD Project No. DB16-DTPW-04 – Step 1**

Please note that pursuant to §119.07(3)(m) of the Florida Statutes, all proposals received will become part of the public record ten days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, over the other respondents, all submittals shall be delivered to the Clerk of the Board in Suite 17-202, not later than the Step 1 Submittal Deadline. The Clerk of the Board will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. Following the response deadline, all submittals received before such time shall be opened.

The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Design-Builder. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

Be advised that any and all sealed proposal envelopes and/or containers received after the specified Step 1 Submittal Deadline may not be considered.

2.7 STEP 1 EVALUATION PROCESS

The submittals will be evaluated by a CSC appointed by the County Mayor or County Mayor’s designee. The CSC appointed by the County Mayor or County Mayor’s Designee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary. CSC members will be appointed based on appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. The CSC is tasked with evaluating Design-Builders qualifications and determining a shortlist of a minimum of three (3) of the highest qualified Design-Builders to advance to Step 2.

Submittals will be evaluated as set forth below. A Design-Builder may receive the maximum points (100 points) per CSC member or a portion of this score depending on the merit of its submittal, as evaluated by the CSC in accordance with the following criteria:

Step 1 Selection Criteria	Maximum Points
1A. Qualifications of firms including the team members assigned to the project	50
2A. Knowledge and past experience of similar type projects	25
3A. Past performance of the firms	20
4A. Amount of work awarded and paid by the County	5
TOTAL MAXIMUM POINTS	100

Criterion 1A: Qualifications of Firms Including the Team Members Assigned to the Project - Point value will be based upon the evaluation of the Design-Builder’s team qualifications, experience and availability of key personnel demonstrated project experience relative to this project.

Criterion 2A: Knowledge and Past Experience of Similar Type Projects - Point value will be based upon the evaluation of the Design-Builder’s understanding of the scope of work, and experience on previous similar type projects such as key design elements, contract, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

Criterion 3A: Past Performance of the Firms - Point value will be based upon the evaluation of the Design-Builder’s team, overall interrelationship with proposed subconsultants and subcontractors, responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. For Design-Builders and team members that have previous County work experience, OCI will provide the CSC with the available performance evaluation data on file. Design-Builders may be provided with a standard performance questionnaire to augment the County’s data.

Criterion 4A: Amount of Work Awarded and Paid by the County - Point value will be based upon the amount of dollars awarded and paid for a three-year period from the submittal date of the solicitation for the A/E firms only, which are part of the proposing team.

At the Step 1 meeting, the CSC will submit their scores for Step 1 to the A/E Coordinator. The A/E Coordinator shall record the scores for each respondent and read the information into the record. The scores will be totaled, and if applicable, local certified veteran business enterprise preference, local preference and tiebreakers will be applied to determine the final ranking. The tiebreakers are as follows: 1) Total qualitative points for Criteria 1A; 2) Total qualitative points for Criteria 2A; 3) Total qualitative points for Criteria 3A; and 4) Total qualitative points for Criteria 4A. The CSC shall short-list no fewer than three (3) responsive and responsible Design-Builders.

Step 1 scores will not be utilized nor transferred to the Step 2 Evaluation/Selection process.

In the event that the County receives fewer than three (3) proposals, or fewer than three (3) Design-Builders are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined in its sole discretion that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event that the County receives fewer than three proposals, the County, in its sole discretion, may extend the Step 1 Submittal Deadline, provided that proposal(s) have not been opened.

Only those advancing firms will be eligible to offer a responsive and responsible technical and price proposal in the Step 2- Evaluation of Technical and Price Proposal process.

DIVISION 3.0

STEP 2

EVALUATION OF TECHNICAL AND PRICE PROPOSAL

Advancing Firms will be notified and invited to offer a responsive and responsible Technical and Price Proposal in the Step 2 evaluation process. Oral presentations will be scheduled with responsive and responsible Advancing Firms. Advancing Firms shall not be allowed to change their teams as described in ISD Form 8DB submitted at Step 1 – Evaluation of Statement of Qualifications.

3.1 DESIGN CRITERIA PACKAGE AVAILABILITY

Firms can purchase the design-criteria package beginning on TBD at the offices of Miami-Dade County Department of Transportation and Public Works, Capital Improvements Section, 111 NW 1st Street, 14th Floor, Miami, Florida 331289. The non-refundable fee for each design-build criteria package is TBD and only checks or money orders are acceptable and shall be made payable to Miami-Dade County Department of Transportation and Public Works.

3.2 ADDENDA

The County reserves the right to issue any modification or Addenda to the provisions of this Division 3 to those individuals who have purchased the design criteria package, any time before the Step 2 Submittal Deadline, which in the County's sole discretion does not materially affect the pre-qualification requirements of the Design-Builder.

3.3 BID BOND

All price proposals shall be accompanied by either a bid bond for the base proposal contract price executed by a surety company meeting the qualifications satisfactory to County for surety companies (see Division 1, Section 1.7 - Payment and Performance Bond) or by money order, certified check, cashier's check, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent of the base proposal contract amount, payable to the Miami-Dade County Board of County Commissioners and conditioned upon the selected Design-Builder executing the Design-Build contract and providing evidence of insurance as set forth herein within 14 days after notification to award the Design-Build Contract or enters into a negotiated Design-Build Contract. The required Performance and Payment Bond from the Design-Builder must be provided within 14 days after the Contract award date and prior to commencement of work. A personal check or a company check of the Design-Builder shall not be deemed to be a valid bid bond. Design-Builders who fail to submit a bid bond or who submit a non-conforming bid bond shall be found non-responsive.

The bid bond (original and one copy) must be presented in a separate sealed envelope bearing on the outside of the envelope "Bid Bond," the name of the Design-Builder and the Project Name and submitted at the time of the Step 2 - Evaluation of Technical and Price Proposal.

ISD will return bid bonds, (1) to unsuccessful Design-Builders no sooner than 15 days after the opening of bids, and (2) to the successful Design-Builder upon execution of contractual documents and submittal of performance and payment bond (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted. If the successful Design-Builder, upon acceptance of its proposal by the County within the period specified for acceptance, fails to execute all contractual documents or furnish the required insurances or executed bond(s) within the time frame specified in this section, the Director of the Department of Transportation and Public Works, may terminate the contract for default. In the event the contract is terminated for default, the Design-Builder is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the bid guarantee is available to offset the difference.

3.4 STEP 2 SCHEDULE

The anticipated schedule for the Step 2 is as follows:

Notification to Advancing Firms:	TBD
Step 2 - Design Criteria Package available for Advancing Firms:	TBD
Pre-Submittal Project Briefing/Site Visit for Advancing Firms:	TBD
Deadline for receipt of questions for Step 2 – Technical and Cost Proposal	TBD
Step 2 Submittal Deadline (See Division 3, Section 3.7 for location)	TBD
Step 2 CSC Meeting (oral presentation)	TBD

3.5 SBE CONTRACT MEASURES COMPLIANCE

All required SBE documents included in the Implementing Orders of this solicitation, must be completed and submitted by the Advancing Firms by the Step 2 Submittal Deadline. All Miami-Dade County SBE - Construction subcontractors being utilized to achieve the established goals must be identified in the Step 2 proposal, including submittal of the required SBE-Construction documents. Failure to submit the required documentation may render the Step 2 - Technical and Price Proposal non-responsive.

3.6 ALTERNATE TECHNICAL PROPOSALS

Alternate Technical Proposals are those that take exception to any requirement of the Request for Design-Build Services (RDBS) Design Criteria Package and provide an alternate solution or approach. One (1) or multiple Alternate Proposals may be submitted at the sole option of a Design-Builder. The CSC, at their sole discretion, may validate or reject any or all Alternate Proposals. Only Alternate Proposals that provide an equal or lesser price than the Base Proposal will be considered. All proposers, however, must submit a responsive and responsible Base Proposal in full compliance with the RDBS, including all requirements of the design criteria document. If a Design-Builder submits an Alternate Proposal without providing a Base Proposal that meets the Design Criteria documents requirements, their Alternate Proposal will be disqualified.

If any Design-Builder provides an Alternate Proposal or Alternate Proposals, the Design-Builder shall explain such Alternate Proposal or Alternate Proposals on the Alternate Proposal Form provided in the RDBS Step Two document, which includes the following:

- a) Provide the title and full technical description and explanation of the Alternate Proposal, including any drawings and/or specifications.
- b) Provide which RDBS requirement, with reference document, article and page number, is being modified or excluded by this Alternate Proposal.
- c) Describe how the Alternate Proposal is equal or better than the project scope and performance as specified in the RDBS; and what advantages are associated with the Alternate Proposal which the Design-Builder believes are of value to the County.
- d) Describe how other Project-specific performance items will be met with the Alternate Proposal.
- e) Provide what risks are involved in implementing this Alternate Proposal and how will the Design-Builder avoid or mitigate those risks.

No price data related to an Alternate Proposal shall be provided in the Technical Proposal. Price data for an Alternate Proposal must be provided in a separately sealed envelope, marked "Proposal with Alternate", whether or not any savings results in a lower proposal price.

The CSC will decide, at its sole discretion, after oral interviews and prior to completion of the technical scoring and opening of the Price Proposal envelope, whether to accept or reject any Alternate Proposal. The acceptance of any Alternate Proposal will be by majority vote by the CSC. The CSC's decision will be final. In the case of a tie by the CSC, the tie shall be broken by the Department's Technical Advisor.

The Adjusted Bid shall be calculated using the Base Proposal Contract Price, or if an Alternate Proposal or combination thereof is validated and accepted, the corresponding Alternate Proposal Contract Price. If no Alternate Technical Proposals are validated by the CSC, the County will utilize the Base Proposal Contract Price to calculate the Adjusted Bid.

In the event that a Proposer submits an Alternate Proposal that is validated and accepted, but is deemed non-compliant after the Alternate Proposal Price envelope is opened due to any material irregularity identified in completing the Alternate Proposal forms, then the CSC may opt to evaluate the Proposer's base proposal and re-assign point values based solely upon the base proposal submitted. Those scores will be utilized to calculate the Adjusted Bid.

The Design-Builder accepts full technical, cost and schedule responsibility and risk for any proposal submitted including Alternate Proposals. If such Alternate Technical Proposal is determined not feasible or impractical for any reason, including any reason beyond control of the Design-Builder, the Design-Builder is required to perform the Project without recourse in accordance with the original requirements of the RDBS Design Criteria Document, and at the same price and schedule as contracted with the Alternate Proposal.

The Price Proposal envelopes submitted shall be opened subsequent to the completion of the technical proposal evaluation by the CSC. The Design-Builder's proposed price will then be divided by their respective total CSC member's Step 2 scores, to obtain the Adjusted Bid in accordance with the existing County procedures. If Alternative Proposals are accepted by the CSC, the Alternate Proposal price will take the place of the base proposal price in calculation of the Adjusted Bid. The CSC will make its final recommendation to the County Mayor or County Mayor's designee that a contract be negotiated with the responsive and responsible Design-Builder with the lowest Adjusted Bid for his review and concurrence.

3.6 STEP 2 FORMAT AND CONTENTS

Additional submittals and/or supplemental information after the submission deadline, as noted in Section 3.4, shall be submitted solely to the Clerk of the Board, and only upon request by the County. Advancing Firms should carefully follow the format and instructions outlined herein. Each proposal (original and copies), except for plans and schematics, if any, are to be submitted on 8 ½" X 11" plain paper, individually bound. Please refer to Section 3.7 for the amount of copies to be submitted with your proposal.

Every firm or team of firms must be responsive to all applicable items contained in the following sections. Advancing Firms shall not modify any of the forms provided and must submit in their proposal the completed applicable forms listed below. Failure to provide all of the requested information may deem the proposal non-responsive.

a) **ITEM 1 - TECHNICAL PROPOSAL:** The Technical Proposal contents shall be as follows:

- 1) Transmittal letter, signed by an authorized officer of the Proposer entity, confirming the Proposer team members and indicating a commitment to perform the Project if selected.
- 2) Table of Organization (to include all SBE-Construction Subcontractors). The Table of Organization submitted at the Step 1 - Evaluation of Qualifications, shall be updated to include any additional SBE-Construction firms that have been included in the team for Step 2. In no circumstances shall changes other than inclusion of SBE-Construction firms be allowed which

results in a Design-Builder gaining a competitive advantage over the other Design-Builders.

- 3) Proposer response to evaluation criteria for the Base Proposal responding to as indicated below in Section 3.7 including, Plans and Specifications, submitted in accordance to the Design-Criteria package. All Plans shall be provided bound flat not in a 3-ring binder with 11" X 17" paper containing a title block, drawing title, dated and numbered.

Project Design Approach

Project Construction Approach

Ability to Provide Required Services within Schedule and Budget

- 4) Technical Requirements (To be issued via Addendum)
- 5) Alternate Technical Proposals (if any)
 - a. Alternate Technical Proposal Form (To be issued via Addendum)
 - b. Drawings and Specification, as applicable
- 6) Lobbyist Registration (ISD Form 5) shall be submitted listing all members of the presentation team who will be participating in Step 2 (oral presentations) with the proposal. An amended Lobbyist Registration Form must be submitted to the Clerk of the Board (COB) prior to the Step 2 meeting (oral presentations) if additional individuals will be speaking at the subject meeting. The amended form should be titled as Amended and should denote those members that have been substituted and/or added with an asterisk. Please make sure to submit the amended form to both ISD and the COB within the above stated time frame. Applicable fees may be required.

Pursuant to the Miami-Dade County's Ethics Commission Rules and Procedures, Section I, subsection 9.7, Selection Committee Registration Requirements; please be advised of the following:

- a. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on an affidavit provided by the county, all individuals who may make presentation. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted.
 - b. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board by the time of the scheduled oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.
 - c. All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County Commissioners prior to the oral presentation.
- 7) SBE-A/E Applicable Forms (See Exhibit A for required forms)
 - 8) Residents First Training and Employment Program & Community Workforce Plan – RFTE 2 (Exhibit E)
 - 9) Acknowledgement of Addenda (Exhibit K)
 - 10) Collusion Affidavit (See Exhibit G)

b) ITEM 2 - PRICE PROPOSAL:

2A. Price for Base Proposal:

1. Each Design-Build firm must provide a compliant and fully executed Base Proposal Price Form, ISD Form 6 (original and one copy), in a separate sealed envelope (the "Base Proposal"). The form shall be properly completed and executed by an authorized legal representative of the firm. Failure to satisfy this requirement may render the proposal non-responsive. The execution of the form constitutes an unequivocal offer by the Design-Builder to be bound by the terms of the Base Proposal.
2. The sealed envelope containing the Base Proposal Price Form must be labeled with the following: Base Proposal; name of the Design-Builder; and Project Name and number.

2B. Price for Alternate Proposal(s):

1. If a Design-Build firm elects to submit an Alternate Technical Proposal as described in Section 3.6 of the RDBS, the Design-Build firm shall submit an Alternate Proposal Price Form (ISD Form 6A) for each individual alternate.
2. If a Design-Build firm elects to submit more than one Alternate Technical Proposal as described in Section 3.6 of the RDBS, then the Design-Build firm shall provide an Alternate Proposal price form (ISD Form 6A) for every possible combination of alternatives to be considered together.

For example, if the Design-Build firm submits three (3) Alternate Technical proposals, the Design-Builder shall provide a total of seven (7) independent Alternate Proposal price forms as follows:

- (a) Alternate 1 alone;
- (b) Alternate 2 alone;
- (c) Alternate 3 alone;
- (d) Alternate 1 and 2 combined;
- (e) Alternate 1 and 3 combined;
- (f) Alternate 2 and 3 combined; and
- (g) Alternate 1, 2 and 3 combined

3. Each Alternate Proposal Price Form (original and one copy) must be submitted in a separate sealed envelope. The Form must be compliant and fully executed. Failure to properly complete and execute the Form by an authorized legal representative of the Firm may render the proposal non-responsive. The execution of the form constitutes an unequivocal offer by the Design-Builder to be bound by the terms of its proposal.
4. The sealed envelope containing each Alternate Proposal Price Form must be labeled with the following: Alternate Proposal description (list or describe the alternates and/or combination of alternates); name of the Design-Builder; and the Project Name and number.
5. The County shall determine in its sole discretion which proposal including any combination of alternates, if applicable, is in the best interest of the County and shall serve as the basis to determine the Proposer's Adjusted Bid. By submitting a proposal, or an alternate, the Proposer acknowledges that the County shall be entitled to evaluate any such combination without considering any expressed Proposer's preference.

- c) **ITEM 3 - BID BOND:** Provide Surety Bid Bond (Exhibit H) (original and one copy) in a separate sealed and marked envelope bearing on the outside of the envelope "Bid Bond", the name of the Design-Builder and the Project Name.

3.8 STEP 2 SUBMITTAL REQUIREMENTS

Advancing Firms must submit their proposal in sealed envelopes and/or containers. All sealed envelopes and/or containers must clearly state on the envelope and/or container the name and number of the project, including the Design-Builder’s name, address and telephone number. Each sealed envelope and/or container shall include one (1) original proposal, four (4) bound copies, and six (6) CD electronic copies and one (1) flash drive electronic copy in SEARCHABLE .pdf format. Please ensure that the information contained on CDs is identical to the information provided in the original proposal. Proposals shall not contain animations.

All sealed envelopes and/or containers shall be delivered to the following location:

**Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128
Attention: Julie Whiteside
Re: ISD Project No. DB16-DTPW-04, Step 2**

Please note that pursuant to §119.07(3)(m) of the Florida Statutes, all proposals received will become part of the public record ten days after the response deadline. To preclude a late respondent from having an advantage, economic or otherwise, over the other respondents, all submittals shall be delivered to the Clerk of the Board in Suite 17-202, not later than the Step 2 Submittal Deadline. The Clerk of the Board will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. Following the Step 2 Submittal Deadline, all submittals received before such time shall be opened.

The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Design-Builder. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence. Be advised that any and all sealed proposal envelopes and/or containers received after the Step 2 Submittal Deadline may not be considered.

3.8 STEP 2 EVALUATION/SELECTION PROCESS

Upon receipt of the Step 2 technical proposals and prior to the Step 2 evaluation meeting, the County in its sole discretion may request and evaluate additional information as the County deems necessary from Advancing Firms after the Step 2 submittal deadline.

Only Advancing Firms found to be responsive and responsible at the Step 2 evaluation/selection process will participate in oral interviews. At the Step 2 CSC meeting (oral interviews), each of the Advancing Firms will participate in oral interviews, which consists of a Design-Builder team presentation, followed by a question and answer period. The maximum allowable time for each Design-Builder team’s presentation and the duration of the subsequent question and answer period, will be decided by majority vote of the Competitive Selection Committee, during the Step One Meeting. Design-Builders will be evaluated based upon the criteria set forth below.

3.9 STEP 2 SELECTION CRITERIA

Technical Proposals will be evaluated as set forth below. A Design-Builder may receive up to the maximum one hundred points (100 points) from each Competitive Selection Committee member or a portion of this score depending on the merit of its submittal, as evaluated by the Competitive Selection Committee member in accordance with the following criteria:

Step 2 Selection Criteria	Maximum Points
1B. Project Design Approach	40
2B. Project Construction Approach	40
3B. Ability to Provide Required Services within Schedule and Budget	20

Criterion 1B: Project Design Approach - Point value will be based upon the evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, phasing and the services required in the design criteria package, and for specified projects, permitting requirements and the functional, programmatic and/or performance specifications set forth in Volume 2, design criteria package, as applicable. This criterion will also include an evaluation of the Design-Builders scope of work including, but not limited to, studies performed that affect this project, key design elements and effects on the community involved.

Criterion 2B: Project Construction Approach - Point value will be based upon the evaluation of the constructability, phasing of the work staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule and understanding and awareness of permitting requirements.

Criterion 3B: Ability to Provide Required Services within Schedule and Budget - Point value will be based upon the evaluation of the Design-Builder's overall management approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays and Design-Builder's capability to provide the appropriate personnel and equipment to efficiently carry out the requirements of the Work.

At the Step 2 meeting, the CSC will submit their scores to the A/E Coordinator. The A/E Coordinator shall record the scores for each Design-Builder and read the information into the record. The scores are totaled and local certified veteran business enterprise preference, if applicable, will be applied.

3.11 PRICE AND BID BOND ENVELOPES

Upon completion of the Step 2 scores, the sealed envelopes containing the price proposal and bid guarantee shall be opened and read into the record. The Design-Builder's proposed price will then be divided by their respective total CSC's Step 2 scores, to obtain the Adjusted Bid. Local preference and tiebreakers, if applicable, will be applied to the Adjusted Bid. In the event of a tie in the Adjusted Bid, the first tie-breaker will be the Design-Builder with the highest total score for Step 2, Criteria 1B. If the ranking continues to be tied, the second tie-breaker will be the Design-Builder with the highest total score for Step 2, Criteria 2B. Should a tie still exist, the third tie-breaker will be the Design-Builder with the highest total score for Step2, Criteria 3B.

3.12 RECOMMENDATION TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO INITIATE NEGOTIATIONS

The CSC will make its final recommendation to the County Mayor or County Mayor's designee that a contract be negotiated with a responsive and responsible Design-Builder with the lowest Adjusted Bid, inclusive of local preference and tiebreakers, if applicable. The three responsive and responsible teams (if three responsive and responsible teams submitted a technical and price proposal) with the lowest Adjusted Bids will be recommended to the County Mayor or County Mayor's designee, in order of preference, for his review and concurrence. In the event that the County, in its discretion, determines that the lowest Adjusted Bid does not represent the best value to the County, the Design-Builder representing the best value shall be ranked higher. This re-ranking shall be reserved to instances where; a) the price is determined to be artificially low and not reflective of the true anticipated project cost; b) the Design-Builder through its submission and/or price appears to have misunderstood the scope of the project or the required services; c) there is a large price discrepancy between responsive and responsible Design-Builders, where the County determine that the County may receive the necessary services at a much lower price; and d) upon application of such other factors as the CSC may set forth in writing, the County effectively determines that the re-ranking is in the best interest of the County. The firm with the lowest Adjusted Bid or the firm providing the best value to the County shall be recommended for negotiations. Upon the County Mayor or County Mayor's approval, the County shall enter into negotiations with the recommended Design-Builder.

3.13 NEGOTIATIONS:

Miami-Dade County reserves the right to enter contract negotiations with the selected Design-Builder. If the

County and the Design-Builder does not agree to terms of a Design-Build Agreement, the County may elect to terminate negotiations and begin negotiating with the second best ranked Design-Builder and so forth. This process will continue until a contract has been executed, or, all submittals have been rejected. Furthermore, the Owner reserves the right to request supplemental negotiations with the successful Design-Builder in the event additional items are added or work deleted from the scope of services as set forth in the RDBS prior to contract award. No Design-Builder shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

**CARLOS A. GIMENEZ
COUNTY MAYOR
MIAMI-DADE COUNTY, FLORIDA**



ISD FORM NO. 1 DB – LOCAL BUSINESS PREFERENCE AFFIDAVIT

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following:

- 1. Proposer has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to proposal submission that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year licenses may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

- 2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address

- 3. Proposer contributes to the economic development and well-being of Miami-Dade 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. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- a) Retention and expansion of employment opportunities in Miami-Dade County.
- b) Proposer contributes to the County’s tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item “c”, shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2015. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Proposer: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative

Title: _____

Date: _____

STATE OF _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on, _____,
(Date)

by _____ He/She is personally known to me or has presented
(Affiant)

_____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public: _____
(State)

Notary Seal

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff, **MUST** register with the Clerk of the Board and pay all applicable fees. Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions, or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County **MUST** register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provision of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

STATE OF _____ (Name and Title of Signatory, Printed or Typed)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

BY _____, a _____
(Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)

who is personally known to me or who has produced _____
as identification, and who did/did not take an oath.

(Signature of Notary Public Taking Acknowledgment)

(Name of acknowledger typed, printed or stamped)

_____ (Title or Rank) _____ (Serial Number, if any)

(ATTACH ADDITIONAL COPIES OF THESE SHEETS IF NECESSARY)

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____ FEIN # _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract 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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity					Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity					Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent

Print Name

Print Title

Date

**MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
 STEP 1 - EVALUATION OF QUALIFICATIONS – ISD FORM 8DB
 ALL TEAM MEMBERS MUST BE DENOTED ON THIS FORM**

Section A – Project Information	
ISD Project No.: DB16-DTPW-04	Project Name: Design-Build Services for the Bridge Replacement at N. Miami Avenue over Little River Canal
Measures:	100.00% Set-Aside <input checked="" type="checkbox"/> SBE/CON Trade Set-Aside: Traffic Stripes and Markings: Painted and/or Thermoplastic 6.31% Goal <input checked="" type="checkbox"/> SBE/AE 0.00% Goal <input checked="" type="checkbox"/> SBE/GS 10.00% Goal <input checked="" type="checkbox"/> SBE/CWP

Firm No.	Section B – Design-Builder’s Information
	Complete this section for the design-builder only; pursuant to Division 1, Section 1.8 of the RDBS “Teaming Restrictions”, design-builder may only participate on one (1) team when responding to this solicitation.
1	Design-Builder’s Name: _____ FEIN: _____ Business Address: _____ Contact Person’s Name & Title: _____ Addenda Received (Indicate number) Telephone Number: () - Fax Number: () - E-mail: _____ General Contractor’s / Building Contractor’s License No. _____

Firm No.	Section C (1) – Proposed Architecture & Engineering (A &E) Subconsultants (DESIGN TEAM)	
	Complete this section for all proposed A & E subconsultants; pursuant to Division 1, Section 1.8 of the RDBS “Teaming Restrictions”.	
	A & E Subconsultant’s Name	FEIN:
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

Section C (2) - A&E Technical Certification Requirements (DESIGN TEAM)

Fill in this section by indicating which firm on the team, using the numbers shown in Sections C(1), will provide services in the technical categories required in the RDBS; you may list more than one firm per category, if applicable.

A&E Technical Category		Lead A & E Consultant	A & E Subconsultant
3.02	Highway Systems - Major Highway Design - LEAD A/E		
3.03	Highway Systems - Bridge Design - LEAD A/E		
3.09	Highway Systems - Signing, Pavement Marking, and Channelization		
9.01	Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services		
9.02	Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services		
10.01	Environmental Engineering - Stormwater Drainage Design Engineering Services		
15.01	Surveying and Mapping - Land Surveying		

Section D – Proposed Non-A & E Subconsultants and/or Subcontractors

Complete this section for all proposed non-A & E subconsultants and/or subcontractors who will perform Work with readily identifiable scopes of services and subcontractors as referenced in Section 2.1 – Experience and Qualifications of the RDBS. The following must be provided below: firm name, address, phone number (including area code), contact person, assigned services and FEIN.

Firm No.	Non A & E Subconsultant's/Subcontractor's Name	FEIN:
a	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
b	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	

c	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
d	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
e	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
f	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
g	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
h	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
i	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
j	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
k	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
l	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	

m	Firm Name: Address: Phone Number: () - Contact Person: Assigned Services:	
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Section E – Table of Organization

Please attach the following documents:

- 1) Table of Organization
- 2) RESUMES FOR KEY PERSONNEL
- 3) General Contractors or Building Contractors License for Design-Builder

Section F – Experience and Qualification / Preference / Reference Form

This form must be submitted by each team member (Design-Builder, A/E Sub-consultant, Non-A/E Sub-consultant, Sub-contractors) as applicable. Applicable team members must list previous similar type project in which it has performed work. The reference provided below should be for one project and must comply with the requirements listed in Section 2.1 – Experience and Qualifications and Section 2.5, Format and Contents of the RDBS.

Name of Firm (Design-Builder/A/E Sub-consultant/Non-A/E Sub-consultant/Sub-contractor):

Reference Project Name/Address:

Name(s) and role(s) of key personnel working on this reference project:

Reference Project Description:

Scope of Services Provided:

Professional Fees \$ Project Start Date: : / Project Completion Date: /

Construction Start Date: / Construction Completion Date:

A: Project Construction Cost: \$ B: Professional Fees: \$ Total Project Cost (A+B): \$

Reference Company Name: Reference Name:

Reference Phone Number () - Fax Number () - E-mail:

This project reference complies with the Experience and Qualification(s) and/or Preference(s) required under Section 2.1, Experience and Qualifications

Yes No N/A

Please denote which Experience/Qualification(s) and/or Preference (s) that is met with this project reference:

Design-Builder may use the space below to expand on the scope of services provided for this project:

(Additional sheets of paper may be used to include information)

Section G – Local Certified Veteran Business Enterprise

A 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 Proposal submittal 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. At the time of proposal submission, the Local Certified Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

Place a checkmark here only if affirming Proposer is a certified Local Certified Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

Section H - Compliance with Insurance Requirements

The Design Builder acknowledges that if selected, the Design Build firm will comply with the insurance requirements as denoted in Division 1, Section 1.6 of the RDBS - Insurance Requirements.

THE EXECUTION OF ISD FORM 8DB CONSTITUTES THE EXPRESS REPRESENTATION BY THE DESIGN-BUILDER THAT IT HAS THE AUTHORITY AND ABILITY TO PERFORM THE SERVICES REQUESTED UNDER THIS RDBS AND IF AWARDED A CONTRACT, HAS THE AUTHORITY AND ABILITY TO ENTER INTO, AND PERFORM THE CONTRACT ACCORDING TO THE TERMS.

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Design-Builder's Representative _____ Title _____
(Print Name)

Signature of Authorized Representative _____ Date _____



**MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)**

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Proposer's Name: _____

EXHIBIT A

Letter of Agreement (LOA)

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program



THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: _____
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number _____, the undersigned hereby agrees to utilize the Small Business Enterprise – Architectural & Engineering (SBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the SBE-Goods and Services Ordinance No. 01-103 as amended.

*Name of Proposed SBE-A/E Firm _____

Name of Certified SBE-A/E *Prime/Sub (SBE-A/E meeting the goal)	SBE-A/E Certification Number	SBE-A/E Certification Expiration Date	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

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

Proposer's / Design Builder Signature Proposer's / Design-Builder's Name/Title (Print) (Date)

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

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

Lead A/E Firm Signature Lead A/E Firm Name/Title (Print) (Date)

THIS SECTION MUST BE COMPLETED BY THE SBE-A/E SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED SBE – ARCHITECTURAL & ENGINEERING FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

SBE-A/E Subconsultant Signature Date

SBE-A/E Subconsultant Name (Print) Title

Name of SBE-A/E Firm

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internalservices/small-business.asp>

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Measure: Mark if applicable

Monthly Report (PARTS 1A & 1B): Mark if applicable

Final Report (PARTS 1A, 2 & 3): Mark if applicable (Final MUR should be submitted upon the completion and final payment of project)

PART 1A

Reporting Period: The period for which the MUR payment information is being submitted. The MUR is due on the 10th of every month; as a result, the reporting period will be for the prior month.

Contract Name: The assigned project name as it is identified in the contract documents

Contract NO.: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Start Date: Date of work commencement

User Department: e.g. GSA, Parks, etc.

SBE A&E Measure: List the Small Business Enterprise Architectural & Engineering Program goal percentage.

SBE G&S Measure: List the Small Business Enterprise Goods and Services Program goal percentage.

DEPT. PROJ. MGR/CONTACT PERSON: Contracting Department project manager or contact person name.

Phone: Contracting Department Project Manager or contact person telephone number

Facsimile: Contracting Department Project Manager or contact person fax number

Prime Consultant: Name of Prime Consultant (Awardee), address and telephone, fax, email and project manager name

Contract Award: Date of Contract Award and Agreement Amount

Change Order Modification Amount: The total amount of all approved change orders thru the listed reporting period.

Additional Services Amount: Any dollar amount added for additional services

Scheduled Completion Date: The anticipated date the contract will be completed

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Percentage of Contract Completed: The proportion of work that has been completed for this project stated as a percentage

Amount Requisitioned this Period: The dollar amount billed/requisitioned to MDC for work performed during the listed reporting period

Date Requisitioned: The date the requisitioned amount was submitted to MDC

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full, check "YES"; if requisition amount was not paid in full check, "NO" and explain reasons for payment difference in space provided

Total Amount Requisitioned to Date: The total dollar amount requisitioned from project inception through the reporting period

Last Payment by Miami Dade County (MDC): The last dollar amount paid to Prime by MDC for reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check "YES" if payment by MDC was made within 14 days of prime's requisition; Check "NO" if payment by MDC was not made within 14 days for any undisputed portion of the prime consultant requisition?

Total Amount Paid by MDC: The total amount paid to date by MDC as of the reporting period

PART 1B

Name of Sub-consultant: The legal name of all subconsultant(s) participating on the project

Goal % (If Applicable): The goal percentage that is being fulfilled by any SBE-A&E sub consultant. If the percentage is different from the percentage listed on the Letter of Agreement (LOA) submitted at time of bid or any SBD approved deviation from the LOA, a new LOA must be submitted to SBD for review and approval.

SBE-A&E Make-up: Check if listed firm is meeting a SBE-A&E make up.

Description of Work: A brief description of the scope of work to be performed by the subconsultant(s). If the scope of work is different from the scope of work listed on the LOA submitted at time of bid or any SBD approved deviation from the LOA, a new LOA must be submitted to SBD for review and approval.

Signed Agreement: Check if Prime has an executed agreement with listed SBE-A&E sub consultant.

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Agreement Amount: The dollar value of the executed agreement between the prime consultant and the subconsultant. For CBE subconsultants meeting a goal, the agreement must agree with the LOA submitted at time of bid or any SBD approved deviation. If not, a new LOA must be submitted to SBD for review and approval.

Amount SUB Requisitioned this Period: The actual dollar amount requisitioned by the subconsultant during the listed reporting period.

Date of Requisition (from Sub): The date of the requisition submitted by subconsultant for payment during the reporting period.

Amount Requisitioned to Date: The total dollar amount requisitioned/billed by the subconsultant from project inception thru the listed reporting period.

Last Payment Amount: The last dollar amount paid to the subconsultant(s) for the reporting period.

Last Payment Date: The date of last payment of subconsultant(s) during the reporting period.

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subconsultant(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subconsultant(s) was not made within 2 days of MDC payment to prime.

AMT Paid to Date: The total amount paid to the listed subconsultants(s) from project inception thru the listed reporting period

Totals: The total of each column where applicable

Authorized Signature of Prime Consultant: Signature of the person completed the firm

Print Name: Print name

Title: Title

Date: Date form completed

PART 2

Name of Sub Consultant: The legal name of all subconsultant(s) participating on the project.

Authorized Signature of Sub consultant: The legal name of all subconsultant(s) participating on the project.

Total Agreement Amount: The dollar value of the executed agreement between the prime consultant and subconsultant including amendments.

Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program Instructions for the Monthly Utilization Report (MUR)

Final SUB Requisition Amount: Actual dollar amount of final requisitioned to the prime consultant

Total Paid to Date to Sub consultant: The total amount paid by the Prime Consultant to the subconsultant.

Total Sub Requisitioned to Date: Total amount requisitioned by the subconsultant to date.

Prompt Payment Issues: "Y" if your firm has a prompt payment issue and "N" if the SBE-A&E sub consultant does not have prompt payment issue

Date of Work Completion: Date the SBE-A&E subconsultant completed the work

Goal % (If Applicable): The goal percentage that is being fulfilled by the SBE-A&E subconsultant. If the percentage is different from the percentage listed on LOA or any SBD approved deviation, a new LOA must be submitted to SBD for review and approval.

PART 3

Executed by: The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime consultant

Sworn before me: Notary Information

COUNTY USE

Authorized Signature of PROJ.MGR/Contract Person: Signature of the contracting department project manager or contact person.

Print Name: Print the name of the contracting department project manager or contact person.

DATE: Title

EXHIBIT B



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

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

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
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.

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const 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 SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
- Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internalservices/small-business.asp>

Small Business Development Division – Internal Services Department

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

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
(For Contractors Optional Use)

2016

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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 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

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 for dental costs, retirement plans, and life insurance companies for life insurance 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. 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. 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 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:

Small Business Development
Internal Services Department
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 Implementing 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

Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of non-compliance, 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 together with a transcript of the hearing 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 of time, the County Mayor or designee 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 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 trainees or apprenticeship rate.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2016

"HEAVY 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

Carpenters	\$ 22.50	\$ 4.00	\$ 3.00	\$ 29.50
Foreman (5 or more workers)	24.30	4.00	3.00	31.30
Foreman (12 or more workers)	25.20	4.00	3.00	32.20
General Foreman	26.10	4.00	3.00	33.10

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	\$ 13.95	\$ 4.00	\$ 3.00	\$ 20.95
2nd 6 month period	15.08	4.00	3.00	22.08
3rd 6 month period	16.20	4.00	3.00	23.20
4th 6 month period	17.33	4.00	3.00	24.33
5th 6 month period	18.45	4.00	3.00	25.45
6th 6 month period	19.58	4.00	3.00	26.58
7th 6 month period	20.70	4.00	3.00	27.70
8th 6 month period	21.83	4.00	3.00	28.83

(1) Per hour health benefit includes hospitalization, medical, and life 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 w`all 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 linopaste, 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 wooo floors either by hand or power machine.

**MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2016**

"HEAVY 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, hyrib 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
 2016

"HEAVY 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 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.

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, of tarps, visqueen or similar coverings when secured by wire , nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

Widows, 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.

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ELECTRICAL WORKERS

Journeyman:

Wiremen	\$ 30.61	\$ 6.35	\$ 4.29	\$ 41.25
Cable Splicer	31.11	6.35	4.36	41.82
Welder	31.11	6.35	4.36	41.82
Foremen (2)	33.67	6.35	4.71	44.73
General Foremen (22 or more Journeyman)	36.73	6.35	5.14	48.22

For projects awarded or bid prior to January 1, 2014 where the electrical portion of the contract is less than \$2 million.

Wiremen	\$ 27.15	\$ 5.85	\$ 3.53	\$ 36.53
Foremen (2)	29.87	5.85	3.88	39.60
General Foremen (22 or more Journeyman)	32.58	5.85	4.24	42.67

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.

First year	\$ 14.73	\$ 4.22	\$ 2.06	\$ 21.01
Second year	15.57	4.22	2.18	21.97
Third year	17.24	4.22	2.41	23.87
Fourth year	18.90	4.22	2.65	25.77
Fifth year	22.96	4.22	3.21	30.39

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

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

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

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, tradeshow, 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.

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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, lightning 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.

APPRENTICE RATIO: Two (2) Apprentice to (1-3) Wiremen, Cable Splicers or Welders.

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ELECTRICAL WORKERS (ELECTRIC SIGN)

Journeyman:

Wireman	\$ 25.50	\$ 6.35	\$ 3.57	\$ 35.42
Foremen (2)	28.05	6.35	3.93	38.33

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.

First Period	\$ 14.39	\$ 4.22	\$ 2.01	\$ 20.62
Second Period	14.39	4.22	2.01	20.62
Third Period	15.20	4.22	2.13	21.55
Fourth Period	16.83	4.22	2.36	23.41
Fifth Period	18.46	4.22	2.58	25.26
Sixth Period	22.58	4.22	3.16	29.96

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.
- (2) On any job where ten (10) Journeyman are employed, one shall be designated foreman.

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.

APPRENTICE RATIO: Two (2) Apprentices to one to three (1- 3) Wiremen.

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IRONWORKERS

Ironworkers	\$ 24.21	\$ 5.00	\$ 2.78	\$ 31.99
Foreman (2)	26.63	5.00	2.78	34.41
General Foremen (2)	29.05	5.00	2.78	36.83

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 page 6 of the Supplemental General Conditions for more information.

First 6 months - 800 Hrs	\$ 12.11	\$ 5.00	\$ -	\$ 17.11
Second 6 months - 800 Hrs	13.32	5.00	-	18.32
Third 6 months - 800 Hrs	14.53	5.00	-	19.53
Fourth 6 months - 800 Hrs	15.74	5.00	-	20.74
Fifth 6 months - 800 Hrs	16.95	5.00	-	21.95
Sixth 6 months - 800 Hrs	18.16	5.00	-	23.16
Seventh 6 months - 800 Hrs	19.37	5.00	-	24.37
Eighth 6 months - 800 Hrs	20.58	5.00	-	25.58

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 includes but is not 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, and glazing – caulking – sealants.

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

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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 work they perform without regard to skill.

LABORERS

Laborer	\$ 15.00	\$ 3.00	\$ 1.92	\$ 19.92
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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 page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 12.00	\$ 3.00	\$ 1.92	\$ 16.92
2nd 6 month period	12.75	3.00	1.92	17.67
3rd 6 month period	13.50	3.00	1.92	18.42
4th 6 month period	14.25	3.00	1.92	19.17

Per Hour Premiums:

Laborer Foremen (4 or more laborers) - \$1.00 per hour on top of the highest paid laborers
 General Foreman (15 or more laborers) - \$ 1.50 per hour on top of the highest paid laborers

\$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 Sidewalk and Curb Form Builders and Setters, Plaster and Concrete Finish and Repair, Water Sewer and Storm Drain Pipelayers, 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 \$2.50 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vector Trucks Operator is listed under the Operating Engineers Wage Schedule.

(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.

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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 work they perform without regard to skill.

LABORERS - Continued

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.

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.

Streets, Ways and Bridges - Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of 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, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub grade for all paving, including excavation, dumping and spreading of sub grade 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 there for. The setting, 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.

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

Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, wrapping, coating, treating, handling, 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.

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

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)

Millwright, Machinery Erectors	\$ 29.73	\$ 4.00	\$ 8.55	\$ 42.28
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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:

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	\$ 19.32	\$ 4.00	\$ 8.55	\$ 31.87
2nd Year	22.30	4.00	8.55	34.85
3rd Year	25.27	4.00	8.55	37.82
4th Year	28.24	4.00	8.55	40.79
Journeyman Divers (3)	\$ 36.02	\$ 4.00	\$ 8.55	\$ 48.57
Diver Foreman	38.02	4.00	8.55	50.57
Diver Foreman (11 or more workers)	40.02	4.00	8.55	52.57
Diver Tenders	32.02	4.00	8.55	44.57

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

Scope of work includes but is not limited to: 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) Millwrights, Machinery Erectors.

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OPERATING ENGINEERS

<u>Group I</u>	\$ 30.38	\$ 4.00	\$ 4.50	\$ 38.88
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All Cranes Over 15 Tons Capacity
 Hoists, 2 & 3 Drum Only
 Grader, Finish
 Drill Rig, Truck Mounted, Watson Class

<u>Group I-A</u>	\$ 30.58	\$ 4.00	\$ 4.50	\$ 39.08
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Cranes (w/CCO Certification)

<u>Group II</u>	\$ 26.51	\$ 4.00	\$ 4.50	\$ 35.01
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Dragline
 Grader, Sub-Grade
 Drill Rig, Truck Mounted, (Sterling Class)
 Concrete Pump, Truck Mounted
 Concrete Placing Booms

<u>Group III</u>	\$ 23.00	\$ 4.00	\$ 4.50	\$ 31.50
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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

<u>Group IV</u>	\$ 22.44	\$ 4.00	\$ 4.50	\$ 30.94
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Asphalt Paving Machine
 Batching Plant
 Boring Machine
 Concrete Pump, Trailer Mounted
 Forklift
 Hoists (Electric, Hydraulic, Air)
 Personnel, Material, Tugger
 Inside Elevators, Temporary Only
 Milling Machine
 Spreading/Finishing Machine

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OPERATING ENGINEERS, Continued

<u>Group V</u>	\$ 21.35	\$ 4.00	\$ 4.50	\$ 29.85
Compressor, Above 250 CFM				
Utility Operator				
Less than Six (6) pieces of Miscellaneous Equipment				
Driver, Miscellaneous Trucks				
Pumps/Dewatering Systems (4"+)				
Roller				
Mechanical Broom				
Scraper				
Off-Road Trucks				
Tractors				
Welding Machines, three (3) or More				

<u>Group VI</u>	\$ 22.00	\$ 4.00	\$ 4.50	\$ 30.50
Oiler/Driver/Flagman				
Oiler, Crawler Crane				
Mechanic's Helper				

<u>Truck Drivers (Davis Bacon General Decision Number FL150221 01/09/15)</u>				
Vactor Truck	\$ 14.21	\$ -	\$ -	\$ 14.21

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 months	\$ 12.69	\$ 4.00	\$ 4.50	\$ 21.19
2nd 6 months	13.96	4.00	4.50	22.46
3rd 6 months	15.23	4.00	4.50	23.73
4th 6 months	16.50	4.00	4.50	25.00
5th 6 months	17.76	4.00	4.50	26.26
6th 6 months	19.03	4.00	4.50	27.53
7th 6 months	20.30	4.00	4.50	28.80
8th 6 months	21.57	4.00	4.50	30.07

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

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

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PAINTERS/WALL COVERING INSTALLATIONS

Painter - Commercial	\$ 15.75	\$ 3.80	\$ 3.38	\$ 22.93
Painter - Industrial	19.50	4.30	3.73	27.53
Painter - Bridge	28.00	4.30	5.60	37.90

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 page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 10.24	\$ 3.80	\$ 3.38	\$ 17.42
2nd 6 months	11.03	3.80	3.38	18.21
3rd 6 months	11.81	3.80	3.38	18.99
4th 6 months	12.60	3.80	3.38	19.78
5th 6 months	13.39	3.80	3.38	20.57
6th 6 months	14.18	3.80	3.38	21.36
7th and 8th 6 months	14.96	3.80	3.38	22.14

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

Highway/Parking Lot Striping Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 1/9/15)

Painter (Highway/Parking Lot Striper)	\$ 12.13	\$ -	\$ -	\$ 12.13
Operator (Spray Nozzleman)	\$ 11.16	-	-	\$ 11.16

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

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;

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"HEAVY 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

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.

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.

APPRENTICE RATIO: One (1) Apprentice to three (3) Painters or Wall Covering Installers.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS

Piledrivers and Bridge Carpenters	\$ 24.70	\$ 3.51	\$ 5.85	\$ 34.06
Foreman (10 or less workers)	28.20	3.51	5.85	37.56
Divers (Wet days up to 59' or Dry days)	\$ 29.15	\$ 3.51	\$ 5.85	\$ 38.51
Diver Tender	\$ 24.70	\$ 3.51	\$ 5.85	\$ 34.06
Foremen (10 or less) - \$2.00 per hour over the Divers rate				
Foreman (11 or more workers) - \$ 4.00 per hour over the Diver rate				

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.

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	\$ 14.82	\$ 3.51	\$ 5.85	\$ 24.18
2nd Year	17.29	3.51	5.85	26.65
3rd Year	19.76	3.51	5.85	29.12
4th Year	22.23	3.51	5.85	31.59

Per Hour Premiums:

\$0.50 Certified Welders

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

Scope of work includes but is not 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 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;

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

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 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.

APPRENTICE RATIO: One (1) Apprentice to three (3) Piledrivers or Bridge Carpenters.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION

R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS

Pipefitters, Air Conditioning & Refrigeration	\$ 18.05	\$ 5.70	\$ 1.00	\$ 24.75
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R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP

Pipefitters, Air Conditioning & Refrigeration	\$ 21.38	\$ 6.60	\$ 3.35	\$ 31.33
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R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS

Pipefitters, Air Conditioning & Refrigeration	\$ 26.37	\$ 6.85	\$ 3.94	\$ 37.16
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R-1 COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS

Pipefitters, Air Conditioning & Refrigeration	\$ 33.03	\$ 6.85	\$ 4.30	\$ 44.18
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Foremen (2)	38.02	6.85	4.30	\$ 49.17
General Foremen	41.35	6.85	4.30	\$ 52.50

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.

First Year (1st 6 months)	\$ 13.85	\$ -	\$ -	\$ 13.85
First Year (2nd 6 months)	14.85	-	-	14.85
Second year (1st 6 months)	15.25	5.45	-	20.70
Second year (2nd 6 months)	16.25	5.45	-	21.70
Third Year (without license)	17.25	5.45	-	22.70
Third Year (with license)	18.25	5.45	-	23.70
Fourth year (without license)	19.00	5.45	2.29	26.74
* Fourth year (with license)	21.00	5.45	2.29	28.74
Fifth year (without license)	24.71	6.15	2.43	33.29
*Fifth year (with license)	26.37	6.15	2.47	34.99

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

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

Scope of work includes but is not limited to: installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment and/or related piping systems, and the handling of all piping, appurtenances and equipment pertaining to all new construction and renovation and service work.

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

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PLASTERERS AND CEMENT MASONS

Light Commercial (Buildings under 5,000 square feet and do not have an elevator)

Interior-Exterior Plasterers	\$ 16.20	\$ 6.20	\$ 2.28	\$ 24.68
Apprentices:				
1st Period	\$ 10.53	\$ 6.20	\$ 2.28	\$ 19.01
2nd Period	11.34	6.20	2.28	19.82
3rd Period	12.15	6.20	2.28	20.63
4th Period	12.96	6.20	2.28	21.44
5th Period	13.77	6.20	2.28	22.25
6th Period	14.58	6.20	2.28	23.06
Cement Mason & Form Setters	\$ 16.20	\$ 6.20	\$ 2.28	\$ 24.68
Apprentices:				
1st Period	\$ 10.53	\$ 6.20	\$ 2.28	\$ 19.01
2nd Period	12.15	6.20	2.28	20.63
3rd Period	12.96	6.20	2.28	21.44
4th Period	14.58	6.20	2.28	23.06

Commercial (Buildings over 5,000 square feet or a building with an elevator)

Interior-Exterior Plasterers	\$ 20.75	\$ 6.20	\$ 2.28	\$ 29.23
Apprentices:				
1st Period	\$ 13.49	\$ 6.20	\$ 2.28	\$ 21.97
2nd Period	14.53	6.20	2.28	23.01
3rd Period	15.56	6.20	2.28	24.04
4th Period	16.60	6.20	2.28	25.08
5th Period	17.64	6.20	2.28	26.12
6th Period	18.68	6.20	2.28	27.16
Cement Mason & Form Setters	\$ 20.75	\$ 6.20	\$ 2.28	\$ 29.23
Apprentices:				
1st Period	\$ 13.49	\$ 6.20	\$ 2.28	\$ 21.97
2nd Period	15.56	6.20	2.28	24.04
3rd Period	16.60	6.20	2.28	25.08
4th Period	18.68	6.20	2.28	27.16

Industrial (Warehouses and Plants)

Interior-Exterior Plasterers	\$ 23.41	\$ 6.20	\$ 2.50	\$ 32.11
Apprentices:				
1st Period	\$ 15.22	\$ 6.20	\$ 2.50	\$ 23.92
2nd Period	16.39	6.20	2.50	25.09
3rd Period	17.56	6.20	2.50	26.26
4th Period	18.73	6.20	2.50	27.43
5th Period	19.90	6.20	2.50	28.60
6th Period	21.07	6.20	2.50	29.77

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PLASTERERS AND CEMENT MASONS, Continued

Cement Mason & Form Setters	\$ 23.41	\$ 6.20	\$ 2.50	\$ 32.11
Apprentices:				
1st Period	\$ 15.22	\$ 6.20	\$ 2.50	\$ 23.92
2nd Period	17.56	6.20	2.50	26.26
3rd Period	18.73	6.20	2.50	27.43
4th Period	21.07	6.20	2.50	29.77

\$2.00 Foreman above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.

\$4.00 Superintendents above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.

Per Hour Premiums:

\$.50 for operators of the concrete finishing machine, swinging scaffold, laser screeds, curb machine, and/or any

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.fl DOE.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

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

Scope of work shall consist of any and all plastering and Concrete finishing.

Scope of work under the plastering trade includes but is not limited to the application of any type of lathing, scratch and finishing with the entire plastering industry, Stucco, EIFS, Synthetics, etc.

Scope of work under the Cement Mason Finishers trade includes but is not limited to: the set-up and finish of any type of concrete including but not limited to, curb and gutter, steps, man-holes, flatwork, slabs structures, and all types of decorative concrete, including all types of stamp concrete, saw cut designs and color chemical (acid) stains.

APPRENTICE RATIO: Three (3) Apprentices to one (1) Interior/Exterior Plasterers or Cement Mason & Form Setters provided that (1) Apprentice is 4th period or higher.

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ROOFERS, WATERPROOFERS & ALLIED WORKERS

Roofers, Waterproofers & Allied Workers	\$ 19.72	\$ 5.87	\$ 2.03	\$ 27.62
Foreman	21.72	5.87	2.03	29.62
Helpers				
1st year	\$ 9.86	\$ 5.87	\$ 2.03	\$ 17.76
2nd year	11.83	5.87	2.03	19.73
3rd year	13.80	5.87	2.03	21.70

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

Scope of work under this trade includes but is not be limited to: Slate and tile roofers shall do all work on the following: All slate where used for roofing of any size, shape or color, including fiat or promenade slate, with necessary metal flashing to make watertight. All file where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make watertight. All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight. All cementing in, or around said slate or tile roof. All laying of felt or paper beneath the above mentioned work. All dressing, punching and cutting of all roof slate or tile. All operation of slate cutting punching machinery. All substitute material taking the place of slate or tile, as asbestos, slate or tile, cement or composition tile, excepting shingles of wood or metal file. All removal of slate or file roofing as defined above where the same is to be re-laid.

Composition roofers shall do all work on the following: All forms of plastic, slate, slag and gravel roofing. All kinds of asphalt and composition roofing. All rock asphalt and composition roofing. All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating. All damp resisting preparations when applied with a mop, three-knot brush, roller, swab or spray system in or outside or building. All damp course, sheeting or coating on all foundation work. All tarred floors. All laying of tile or brick, when laid in pitch tar, asphalt mastic, marmolite, or any form bitumen. All forms of insulation used as a part of or in connection with roofing, waterproofing or damp proofing.

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether singly or multi-ply. These shall include but not be limited to: PVC (polyvinyl chloride systems), Butyl Rubber, EPDM (ethylene propylene diene monomer), PIB (polyisobutylene), CPE (chlorosulfonated polyethylene), ECB (ethylene-copolymer-bitumen and anthracite dusts.) Also know as modified or plasticized asphalt. MI insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives. All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems. All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membrane Assembly. (IRMA) roofs or roofs of similar construction where insulation is laid over the roofing membrane. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water tightness. All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or multi-ply for waterproofing either inside or outside of a building. All priming of surfaces to be roofed, damp or waterproofed, whether done by roller, mop, swap, three-knot brush, or spray systems. All types of pre-formed panels used in waterproofing (Volclay, etc.) All applications of protection board to prevent, damage to the damp proofing or waterproofing membrane by other crafts or during backfilling operations. All handling of roofing, damp and waterproofing materials. All hoisting of roofing, damp and waterproofing materials. All types of spray- in place foams, such as urethane or polyurethane, and the coatings that are applied over them.

All types of restaurant, coatings, mastics and toppings when used for roof maintenance and repairs.

All tear-off and/or removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be re-laid.

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SHEET METAL WORKERS

Commercial

Sheet Metal Workers	\$ 23.34	\$ 5.31	\$ 6.63	\$ 35.28
Foremen	25.67	5.31	6.63	37.61
General Foremen	26.84	5.31	6.63	38.78

Industrial

Sheet Metal Workers	\$ 30.12	\$ 5.31	\$ 6.63	\$ 42.06
Foremen	34.64	5.31	6.63	46.58
General Foremen	36.14	5.31	6.63	48.08

Industrial Rate are used 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 page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 11.67	\$ 5.31	\$ 3.32	\$ 20.30
2nd 6 months	12.84	5.31	3.65	21.80
3rd 6 months	14.00	5.31	3.98	23.29
4th 6 months	15.17	5.31	4.31	24.79
5th 6 months	16.34	5.31	4.64	26.29
6th 6 months	17.51	5.31	4.98	27.80
7th 6 months	18.67	5.31	5.30	29.28
8th 6 months	19.84	5.31	5.64	30.79

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

Scope of work includes but is not limited to: (a) manufacture, fabrication, assembling, handling, erection, installations, dismantling, conditioning, 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 material 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.

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

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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, 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:

**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 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 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.

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 underpayment and 30% 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:

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
SMALL BUSINESS DEVELOPMENT DIVISION
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305) 375-3111 FAX: (305) 375-3160
WEB PAGE: <http://www.miamidade.gov/business/reports-wages.asp>



Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____
(PRINT NAME)
the _____ 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 _____,
201____.

_____ 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: _____



EXHIBIT G

CRIMINAL RECORD AFFIDAVIT

Date: _____

Project Name: _____

State of _____

County of _____

Before me, the undersigned authority, authority, authorized to administer oaths and take acknowledgements, personally appeared _____ whom after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

(Legal Name, Corporation, Partnership, Firm, Individual)
hereinafter called the bidder or proposer, located at _____ and that said bidder or proposer, as of the date of this bid or proposal submission:

[] has not been convicted of a felony during the past ten (10) years, nor does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

[] has been convicted of a felony during the past ten (10) years, or does it as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

Witness: _____
Signature

Witness: _____
Signature

Witness: _____
Signature

By: _____
Legal Name & Title

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by _____ having the title of _____

with _____

[] a Florida Corporation [] a partnership [] a joint venture
on behalf of [] corporation [] partnership [] joint venture

He/She is [] personally known to me, or
[] has produced _____ as identification.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

DEBARMENT DISCLOSURE AFFIDAVIT

Date: _____

Project Name: _____

State of _____

County of _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____ who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of:

(Legal Name, Corporation, Partnership, Firm, Individual)

hereinafter called the proposer, located at

that said proposer, or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

Witness: _____
Signature

Witness: _____
Signature

Witness: _____

By: _____
Legal Name & Title

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

by _____ having the title of _____

with _____

[] a Florida Corporation [] a partnership [] a joint venture
on behalf of [] corporation [] partnership [] joint venture

He/She is [] personally known to me, or
[] has produced _____ as identification

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

DESIGN-BUILDER'S AFFIDAVIT

Date: _____

Project Name: _____

State of _____

County of _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____ who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of _____

(Legal Name, Corporation, Partnership, Firm)

hereinafter called the bidder or proposer, located at _____ that said proposer visited the site of the work and has carefully examined the documents for said project and checked them in detail before submitting his/her proposal and proposal price; and further, that the proposer or his/her agent, officers, or employees have not either directly or indirectly, made any agreement of participated in any collusion with other bidders, or representatives of Miami-Dade County, or otherwise taken any action in restraint of open competitive bidding in connection with his proposal or proposal price for said project.

Witness: _____
Signature

Legal Name of Proposer

Witness: _____
Signature

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

[] a _____ corporation [] a partnership [] a joint venture, on behalf of the
[] corporation [] partnership [] joint venture.

He/She is [] personally known to me, or
[] has produced _____ as identification

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____ whose
(name of entity submitting sworn statement)
business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

3. My name is _____ and my relationship with the entity named
(please print name of individual signing)
above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

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

by _____ . He/She is personally known to me or has presented
(Affiant)

_____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

COLLUSION AFFIDAVIT

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

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

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

I state that the Proposer of this contract:

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

OR

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

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

By: _____
Signature of Affiant

_____ 20 ____
Date

Printed Name of Affiant and Title

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

Printed Name of Firm

Address of Firm

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

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

Memorandum



Date: April 4, 2014
To: Department Directors
From: Carlos A. Gimenez
Mayor
Subject: Contractor Due Diligence Affidavit

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name in the header.

On January 22, 2014, the Board of County Commissioners (Board) adopted R-63-14, which directed the Administration to require certain affidavits as part of the due diligence conducted by the County with respect to the responsibility of potential vendors and contractors prior to contract award. This resolution is applicable as a condition of award for any contract that exceeds \$1 million, or that is otherwise subject to Board approval.

In accordance with R-63-14, the Procurement Management Division of the Internal Services Department developed the attached affidavit that requires contractors to attest to the following under oath:

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

In order to implement this resolution, the attached Contractor Due Diligence Affidavit must be included with all solicitation packages meeting the criteria discussed above. It is the responsibility of the vendor/contractor to return the fully executed Affidavit at the time of bid or proposal submittal. This affidavit will be used as an additional measure of due diligence prior to award of a contract.

Should you have any questions or concerns, please do not hesitate to contact ISD Assistant Director Miriam Singer at (305) 375-5893.

Attachment

c: Robert A. Cuevas, Jr., County Attorney
Office of the Mayor Senior Staff
Miriam Singer, Assistant Director, Internal Services Director
Procurement Liaisons

EXHIBIT H

SURETY BID BOND

By this Bond, we _____, as Principal, whose principal business address is _____, as respondent to the contract offering due _____, 20_____, for Miami-Dade County design-build services for _____ Contract No. _____ (hereinafter 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 an **amount equal to five percent (5%) of the base proposal contract amount**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible Design-Builder, with the lowest adjusted bid, is found to be in the best interest of the County, and is recommended to the County Manager for contract award; and
2. The Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Design-Builder; and

Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Request for Design-Build Document. The required Insurance Certificates and Policies, as stated in the in the Request for Design-Build documents and Design-Build Agreement, shall be delivered within 14 calendar days of the Notice of Contract Award. A Performance and Payment Bond must be submitted no later than 14 calendar days after Contract Award. The Respondent further agrees that, in the event he withdraws his price proposal within 180 days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade-County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within the time frame stated above, the check or Bid Bond accompanying his submittal package , and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade-County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade-County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid price proposal.

Any changes in or under the Design-Build 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 BID PROPOSAL 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 __.

DESIGN-BUILDER

(Design-Builder Name)

BY:

(President) (Managing Partner or Joint Venturer)

(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)

EXHIBIT I

INTERNAL SERVICES DEPARTMENT

**PERFORMANCE AND PAYMENT BOND
(Section 255.05, Florida Statutes)**

BOND NUMBER _____

CONTRACT NUMBER _____

(Contractor)

(Principal Business Address and Telephone Number)

(Surety)

(Principal Business Address and Telephone Number)

(Owner)

(Principal Business Address and Telephone Number)

By this Bond, We _____ (hereinafter referred to as the "Principal"), as Contractor under the contract dated _____ 20_____, between Principal and Miami-Dade County for the Construction of _____ (hereinafter referred to as "Contract") the terms and conditions of which Contract are incorporated herein by reference and in its entirety into this Bond and _____ a corporation (hereinafter referred to as the "Surety"), are bound to Miami-Dade County (hereinafter referred to as the "County") in the sum of _____ U.S. dollars (\$ _____) for payment of which we bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns, jointly and severally for the faithful performance of the Contract.

THE CONDITION OF THIS BOND is that if Principal or successors:

1. Performs all work due and otherwise complies with all terms and conditions of 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 for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees

**INTERNAL SERVICES DEPARTMENT
PERFORMANCE AND PAYMENT BOND (Continued)**

and warranties or to cure latent defects in its work or materials within five (5) years after completion of the Work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the work under the Contract;

Then this bond is void, otherwise it remains in full force.

5. 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.
6. The Surety waives notice of and agrees that any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or any changes, do not affect the Surety's obligation under this Bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay, and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant as defined in Section 255.05(1), Florida Statutes, under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes.
9. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

ATTEST:

CONTRACTOR:

(Secretary)

(Contractor Name)

(Print or type name)

BY: _____
(President) (Managing Partner or Joint Venturer)

(Print or type name)

**INTERNAL SERVICES DEPARTMENT
PERFORMANCE AND PAYMENT BOND (Continued)**

(Official Title)

(SEAL)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

(CORPORATE SEAL)

(Printed Name of Surety)

(Address of Surety)

(Telephone of Surety)

By: _____
(Signature of Attorney-in-Fact)*

By: _____
(Signature of Resident Florida Agent)*

(Printed Name of Attorney-in-Fact)

(Printed Name of Agent)

(Address)

(Address)

(Telephone)

(Telephone)

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

*Power of Attorney must be attached

EXHIBIT J

(To be issued during Negotiations)

EXHIBIT K

(To be issued via Addendum)

EXHIBIT L

(To be issued by Addendum)