

CONSTRUCTION DOCUMENTS

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BID DOCUMENTS

40 FOOT ELECTRIC BUSES AND CHARGING STATIONS

JULY 2016



United States Department of Transportation
Federal Transit Administration



PROJECT NO. CIP 147

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40 FOOT ELECTRIC BUSES

AND

CHARGING STATIONS

Project No.: CIP 147

GENERAL CONDITIONS: The divisions and section numbers were taken from the “Master Format 2004 Edition Numbers and Titles” published by the Construction Specifications Institute.

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“ATTACHMENT B”

SECTION 01 11 00

SUMMARY OF WORK

Part 1: GENERAL

1.01 DESCRIPTION:

This section includes general requirements applicable for the scope of services to furnish and install charging stations at three Miami-Dade Transit Facilities. The charging stations include, but are not limited to the following: labor, permits, completely assembling, erecting and connecting materials, parts, components, supplies and related equipment required for the charging stations to meet the functional requirements and operate in accordance with the established performance measures.

1.02 CHARGING SYSTEMS PERFORMANCE MEASURES (PLUG-IN DEPOT BASED CHARGING EQUIPMENT) FOR HEAVY DUTY BATTERY ELECTRIC LOW FLOOR TRANSIT BUSES:

The charging system shall be plug-in depot based charging equipment powered by a 3-phase 480 AC to DC voltage. The charging system includes the charging equipment that is connected to a utility’s high voltage service to provide electricity to the bus battery system through a charging interface. The charging system consists of all the components needed to convert, control, and transfer electricity from the grid to the vehicle for purpose of charging the bus batteries and may include chargers, controllers, couplers, transformers, ventilation, etc.

A charging system shall be installed at each of the three transit facilities listed below:

1. Northeast Facility located at 360 NE 185th Street, Miami, Florida
2. Central Operations and Inspection located at 3431 NW 31st Street, Miami, Florida
3. Coral Way Facility located at 2775 SW 74th Avenue, Miami, Florida

Each Charging system shall be designed to fully charge a minimum of ten (10) electric transit buses simultaneously in no more than four (4) hours and provide an operating range of at least 175 miles for each bus under its full Gross Vehicle Weight Rating (GVWR) and auxiliary loads.

Note that the charger is specific to the bus manufacturer and the bus manufacturer shall provide all of the requirements needed for integration of the charger and charging system to support their electric transit bus application.

1.03 MILESTONE: The charging systems delivery, installation, testing and final acceptance of all the equipment required to provide the operational functionality at three Miami-Dade Transit Facilities must be completed ninety (90) days prior to the arrival of the first electric bus. Failure by the contractor to comply with this contractual requirement, will result in liquidated damages for each day’s delay in completion of the work. The contractor shall pay Miami-Dade County (MDC) the amount set forth under the liquidated damages section of the contract.

1.04 QUALIFICATIONS OF CONTRACTORS: All Contractors must hold a current valid Certificate of Competency for General Building or Specialty Trades Contracting, as required by the Florida Building Code, for the types of Work covered by the Contract at the time of RFP submission and maintain same throughout the duration of the project. The certificate(s) is to be issued by:

1. The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statute and registered with the Miami-Dade County, Building Department or,

2. The Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or Section 489.117 of the Florida Statutes. B. Proof of such Certificate(s) must be submitted at the time of initial response and maintained current throughout the contract period. The County may request proof of continued certification at any time during the contract period. Failure to provide such proof within five (5) working days from notification by the County shall result in the removal from the contract and the rejection of any current or future bid submissions.

C. Subsequent to the commencement of the Contract, the County may require specific qualifications based on a Project's scope of work.

D. Prime Contractor must be able to pull master permit.

1.05 RETAINAGE: a five percent will be held from each progress payment until final acceptance of the construction phase, refer to progress payment section.

1.06 PERMITS: The contractor shall be responsible for obtaining necessary licenses and permits for compliance with applicable Federal, State and Local building codes and regulations in connection with the prosecution of the work. Applicable permits fees must be paid by the selected contractor. Refer to permits and compliance with laws section.

1.07 BID BOND AND SURETY PERFORMANCE AND PAYMENT BOND: A five percent Bid Bond is required, Surety Performance and Payment Bond is required. (Refer to Bonds' section)

1.08 WAGES: Prevailing wages and Davis Bacon Decision will be enforced for this project.

Davis Bacon Wage Decision will be enforced on this. Where not otherwise precluded by State or federal law, the overall per hour rate shall be the higher of the Responsible Wages and Benefits, pursuant to Section 2-11.16, Miami-Dade County Code or the rate of wages (including fringes) to be paid under the requirements of the Davis-Bacon Act; provided, further, that the overall per hour rate shall not be the higher rate if the federal government requires the County, as a condition of receiving federal funds for a project, to pay no more than the wages as determined by the U.S. Department of Labor under the Davis-Bacon Act on project contracts (Refer to Davis Bacon/Prevailing Wages)

1.09 LIQUIDATED DAMAGES: Liquidated Damages in the amount of \$1,250.00 per day will be assessed.

1.10 FEDERAL REQUIREMENTS/PROVISIONS: (Refer to Federal/Requirements Provisions Section)

Submittal of Federal Affidavits:

The Bidder is required to submit the following federal affidavits with the bid package:

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

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

1.11 DBE GOALS: Neutral (Refer to Affirmative Action Requirements)

1.12 CONTRACT DEFINITIONS:

- **Bid Documents:** Documents applicable to and specific to the bidding of this Contract, consisting of Contract Specifications, Contract Drawings, Construction Safety Manual, Forms for the Submittal of Bids, other related documents specified in the Contract, and errata and addenda thereto.
- **Construction Safety Manual:** A document, applicable to contracts awarded by MDT, containing the requirements and provisions to implement the Construction Safety Manual, as indicated in the Construction Contract and the Invitation to Bid of these Contract Specifications.
- **Contract Completion Date:** The effective date of Notice-To-Proceed (NTP) plus the contract duration, as defined in the Contract Conditions, as may be amended by change order.
- **Contract Documents:** Documents applicable to and specific to the construction of an individual Contract consisting of Contract Drawings, Contract Specifications, Payment and Performance Bond, Insurance Specifications, Construction Safety Manual, and Change Orders thereto.
- **Contract Drawings:** The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work.
- **Contracting Officer's Representative (COR):** The MDT employee designated in writing by the Contracting Officer as the Contracting Officer's Representative.
- **Days:** Unless otherwise designated, days mean calendar days.

- **Effective Date:** The effective date of the Notice-to-Proceed shall be the date specified therein on which the Contractor is to begin work on this Contract and on which the Contract time commences to run.
- **Engineer:** MDC or its authorized representatives, including but not limited to the Resident Engineer, the Contracting Officer's Representatives and the Engineer of Record.
- **Final Acceptance:** The formal written acceptance by MDC of the completed work.
- **Installation, Install or Installing:** Completely assembling, erecting and connecting material, parts, components, supplies and related equipment specified or required for the completion of the Work.
- **Milestone:** A contractually mandated completion date, as defined in the Contract Conditions, represented in the schedule by a zero duration activity.
- **Schedule of Values:** A detailed cost breakdown of each lump sum bid item in the bid form, submitted by the Contractor at the beginning of the work and to be used as a basis to determine monthly progress payments.
- **Shop Drawings:** Documents furnished by the Contractor to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.
- **Subcontractor:** Any person, firm or corporation, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, under this Contract. First tier subcontractor.
- **Substantial Completion:** Completion of the work or a portion thereof in full accordance with the Contract Documents and any modifications thereto as provided in this Contract, with the exception of minor punch list items.
- **Work Site:** The area enclosed by the Limit of Work indicated in the Contract Documents and boundaries of local streets and public easements in which the Contractor is to perform work under the Contract. It shall also include areas obtained by the Contractor for use in connection with the Contract, when contiguous to the Limit or Work.
- **Working Drawings:** The drawings, calculations and catalog data, other than Contract Drawings furnished by MDC and Shop Drawings prepared by the Contractor, necessary or required for the prosecution of the Work. Working Drawings shall be submitted to MDC by the Contractor, signed and sealed by the Contractor's Engineer, licensed and registered in the state of Florida, for information only. MDC or its consultant will not review the Working Drawings and will not be responsible for their content or accuracy. They are the sole responsibility of the Contractor. It is expressly understood that Erection drawings shall be considered working drawings.

1.13 CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for taking steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to do so will not relieve him from responsibility for successfully performing work without additional expense to MDC. MDC will not be responsible for any understanding or representations concerning conditions, unless such understanding or representations are expressly stated in the Contract.

In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of the State of Florida and the United States of America. Any litigation which may arise out of this Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.

1.14 SUBCONTRACTORS AND SUPPLIERS

A. Contractor Participation: Where a percentage of the work is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Bid Item, determined from information submitted by the Contractor, subject to approval by MDC. The materials produced by other than the Contractor's forces shall be considered as being subcontracted.

B. Work Performed by Equipment-Rental Agreement:

B.1 Work to be performed by equipment-rental agreement, the Contractor shall notify the Engineer in writing of such intention before using the rented equipment, and shall indicate whether the equipment is being rented on an operated or non-operated basis. The Contractor's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the Engineer, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.

B.2 The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the project. If equipment is being rented without operators, the Contractor shall be required to carry the operators on his own payroll. When equipment is rented on an operated basis, the Contractor, when required by the Contract or requested by the Engineer, shall submit payrolls from the lessor with the names of the operators shown thereon.

B.3 Where rentals of equipment on an operated basis, from the same lessor, exceed \$10,000 such lessor will be subject to any Affirmative Action Requirements applicable to the project.

C. The organization of the Contract Specifications into divisions, sections and articles, and the arrangement of titles of Contract Drawings shall not control the Contractor in dividing the Work among subcontractors nor in establishing the extent of Work to be performed by any trade.

D. No Subcontractor shall be permitted to perform work at the Work site until he, or the Contractor, in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to MDC.

E. Each Subcontractor, as part of his submittal of required documentation under this Article, and prior to starting work, shall submit written certification that he has reviewed the General Contractor's Schedule and agrees to work within the time frames specified therein.

F. The Contractor shall use his best efforts consistent with sound procurement principles and applicable law, to utilize minority business enterprises in connection with this Contract in accordance with the Affirmative Action Requirements Section of these Contract Documents.

G. Approval of Subcontractor:

G.1 Prior to entering into any subcontract for Work to be performed on the Project, the Contractor shall secure the approval of MDC regarding the prospective subcontractor's qualifications, employment data and affirmative action program. The forms used to provide the required information shall be the same as those included in the Forms for Bidding. As part of the subcontractor approval process, the Contractor shall submit a copy of the executed subcontractor agreements. MDC will review the submittal from each Subcontractor, and will furnish written notification to the Contractor concerning approval of the award of the subcontract. If MDC objects to the proposed award, the Contractor may furnish written notice of another subcontractor for consideration. MDC may, at its discretion, waive or reduce subcontractor information submittal requirements as it deems appropriate.

G.2 In accordance with Ordinance 97-104, the Contractor shall not, without written consent of MDC, either replace any subcontractor previously approved or permit any such subcontract to be assigned or transferred, or allow that portion of the Work to be performed by anyone other than the approved subcontractor, except he may perform the work himself with qualified personnel upon written notice to MDC in accordance with applicable law.

The subcontractor must comply with all applicable portions of the Contract.

H. All provisions related to claims and disputes shall apply equally to any individual, firm, consultant, partnership, joint venture, corporation, supplier and or Subcontractor, of any tier, contracting with the Contractor.

The Contractor shall include all provisions related to claims and disputes in any contract or agreement, whether written or otherwise, between the Contractor and any individual, firm, consultant, partnership, joint venture, corporation, supplier and or Subcontractor, of any tier, contracting with the Contractor.

1.15 COORDINATION AND ACCESS

A. Other Contracts: MDC may undertake or award other contracts for additional work, and the Contractor shall fully cooperate and coordinate with other contractors and MDC and carefully fit his own work to such additional work. The Contractor shall not perform any act which will interfere with the performance of work by any other contractor or by MDC. The Contractor shall be responsible for obtaining all necessary scheduling details from other contractors. All requests must be made, in writing, to MDC. In the event the Contractor is unable to resolve a conflict with the work of another contractor, MDC will determine which work takes precedence.

B. Utility companies, railroads, and municipal agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

1.16 WARRANTY OF WORK

A. Except where longer periods of warranty are indicated for certain items, the Contractor warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from date of Final Acceptance, which one year period shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the Work which MDC takes possession of prior to Final Acceptance, such period shall commence on the date MDC takes possession. Upon receiving notification from MDC or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Contractor shall immediately remedy, repair, or replace, without cost to MDC or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Contract.

B. The Contractor, at no additional expense to MDC, shall also remedy damage to equipment, the site, or the buildings or the contents thereof which is the result of any failure or defect in the Work, and restore any work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, MDC will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Contractor's pay request.

C. Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the benefit of MDC provided that, if directed by MDC, the Contractor requires such subcontractors,

manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to MDC.

D. The rights and remedies of MDC provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.

E. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by MDC or other public body, utility or railroad to whom ownership has been transferred.

1.17 MATERIAL

A. Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article, or process which is equivalent to that named.

B. The Engineer shall be the sole judge of the quality, suitability and cost of proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the Contractor. Information required by the Engineer in judging an alternative shall be supplied by the Contractor at the Contractor's expense.

C. Where classification, rating, or other certification by a body such as, but not limited to, UL, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Specification requirements. Testing required proving equality of the material proposed shall be at the Contractors expense.

D. Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project on the Transit System.

E. Additional provisions for approval of alternative material appear in other sections of these Contract Specifications.

F. Source of Supply and Quality of Materials: The Contractor shall furnish all materials and products required to complete the Work except those designated to be furnished by MDC.

G. Notwithstanding prior inspection and approval by the Engineer, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.

H. The materials shall be manufactured, handled and incorporated so as to ensure completed work in accordance with the Contract.

I. Defective Materials: Contractor-furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site unless otherwise permitted in writing by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the Engineer. If the Contractor fails to comply promptly with a request by the Engineer, made under the provisions of this Article, MDC may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the Contractor.

J. Handling of Materials: Materials shall be transported, handled and stored by the Contractor in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

K. MDC will have no responsibility to the Contractor concerning local material sources other than the responsibility involved in the designations of suitability for intended use.

L The Contractor shall make all necessary arrangements with the owners of material sources. The Contractor shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as MDC expressly agrees in writing to assume.

M. Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Contractor shall make his own arrangements for disposing of waste and excess materials outside the Work site and he shall pay all costs thereof. Such disposing shall be in accordance with the laws and rules of all governing agencies.

N. Prior to disposing of material outside the Work site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file with the Engineer said permit, or a certified copy thereof, together with a written release from the property owner absolving MDC from any and all responsibility in connection with the disposal of material on said property.

O. Property Rights in Materials: The Contractor shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by MDC to the Contractor for materials delivered to the site of the Work, or stored subject to or under the control of MDC, as provided in the PROGRESS PAYMENTS Article. However, the Contractor shall be responsible for the security of the material on-site until the material is incorporated into the Work and accepted by MDC.

1.18 WORKMANSHIP AND UNAUTHORIZED WORK

A. Work under this Contract shall be performed in a skillful and workmanlike manner. The Engineer may, in writing, require the Contractor to remove from the work

any employee the Engineer determines incompetent, careless or otherwise objectionable.

B. Unauthorized Work: Work performed beyond the lines and grades shown on the Contract Drawings, Working Drawings and approved Shop Drawings or established by MDC, and Extra Work done without written authorization, will be considered as unauthorized work and the Contractor will receive no compensation therefor. If required by MDC, unauthorized work shall be remedied, removed or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, MDC may take courses of action set out in Paragraph C of Article 21, INSPECTION.

1.19 INSPECTION

A. Work (which term includes but is not restricted to materials, workmanship and manufacture and fabrication of components) will be subject to inspection and test by the Engineer at all reasonable times and at all places prior to acceptance. Such inspection and test is for the sole benefit of MDC and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the Contract Documents. Except to the extent specified in writing by the Engineer, no inspection or test by the Engineer shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of MDC after acceptance of the completed work.

B. The Contractor shall, at his own expense, replace any material or correct any workmanship found not to conform to the Contract requirements, unless MDC consents in writing to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at his own expense.

C. If the Contractor does not promptly replace rejected material or correct rejected workmanship, MDC (1) may, by separate Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, (2) may terminate the Contractor's right to proceed in accordance with TERMINATION FOR DEFAULT-DAMAGES.

D. The Contractor shall promptly furnish, at his own expense, all facilities, labor and material needed for performing such safe and convenient inspections and tests as may be required in the Technical Specifications and/or required by the Contractor. The Contractor shall give the Engineer ample notification of inspections and tests and the Engineer will perform, except as otherwise specifically provided, said inspections and tests in such manner as not to unnecessarily delay the work. MDC will have the right to charge to the Contractor any additional cost of inspections or tests when material or workmanship is not ready at the time indicated in the Contractor's notification for inspection or test or when re-inspection or retest is necessitated by prior rejection.

E. Should it be considered necessary, before acceptance of the entire Work, to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary labor and material therefor. If such work is found to be defective or non-conforming in any material

respect, due to the fault of the Contractor or his Subcontractors, he shall defray the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, a Contract change will be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction.

F. The Engineer shall have access to the Work at any time. Work done and materials provided will be subject to the Engineer's on-site and off-site inspection and approval. When work is to be performed during hours other than during his normal schedule, the Contractor shall so advise the Engineer not less than 24 hours in advance. The Contractor shall, at all times, provide access to the Work for authorized representatives of MDC, the State and the Government.

G. The Engineer's inspection and approval of work or materials shall not relieve the Contractor of any of his obligations to fulfill the requirements of the Contract Documents. Work and materials not meeting the requirements of the Contract shall not be incorporated in the Work. Unsuitable or substandard work or materials may be rejected by the Engineer, notwithstanding that such work or materials may have been previously inspected by the Engineer, or that payment therefor has been included in a progress payment.

H. The Contractor shall allow access to authorized representatives of Federal, State and local governments, railroads and utilities for the purpose of observing the Work associated with their respective interests.

1.20 PERMITS AND COMPLIANCE WITH LAWS

The Contractor shall be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work. The Contractor shall be required to obtain and pay all required permits. The Contractor shall protect, indemnify and hold harmless the Government, State, MDC, and the Engineer and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the Contractor, his employees, agents or subcontractors. No time extensions will be allowed for delays in obtaining the permits, which are the responsibility of the Contractor, unless revisions are required to the Contract Drawings. See Contract Conditions for additional permit requirements.

1.21 RIGHTS IN LAND AND IMPROVEMENTS

The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the Work site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between MDC and any owner, former owner or tenant of such land, structure or building. The Contractor shall not occupy MDC-owned property outside the Work site without obtaining prior written approval from MDC.

1.22 DAMAGE TO THE WORK AND RESPONSIBILITY FOR MATERIALS

A. The Contractor shall be responsible for materials delivered and work performed until completion and Final Acceptance of the entire construction thereof, except those

materials and work which may have been accepted under Paragraph E of this Article and shall take all necessary steps to protect the Work, from all causes, at his expense.

B. The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the non-execution of Work, except as provided for in Paragraph E of this Article. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any causes before Completion and Acceptance of the Work and shall bear the expense thereof. The Contractor shall provide security including, but not limited to, security guards, temporary drainage systems and erection of temporary structures and temporary fencing as necessary to protect the Work and materials from damage.

C. The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.

D. The Contractor's responsibility for material shall be the same for MDC-furnished material under this Contract as for Contractor-furnished material.

E. Relief from Maintenance and Responsibility: MDC may, in writing, upon written request from the Contractor, relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, as described in this paragraph, which have been completed in all respects in accordance with the requirements of the Contract.

In addition, such action by MDC will relieve the Contractor of responsibility for injury or damage to said completed portions of the Work resulting from use by MDC or the public for any cause, but not from injury or damage resulting from the Contractor's own operations or negligence. Portions of the Work for which the Contractor may be relieved of the duty of maintenance and protection, as provided in this paragraph, include the following:

1.23 PROGRESS SCHEDULES AND REQUIREMENTS FOR MAINTAINING PROGRESS

A. The Contractor shall prosecute the Work in accordance with the approved baseline schedule or most recently approved revision to the baseline schedule. In the event the progress along the critical path is delayed by the sole cause of the Contractor, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in the Contract. In addition, the Contractor shall revise his schedule to reflect these recovery actions and submit it to MDC for review and approval. Additional costs resulting therefrom will be borne by the Contractor. Delayed progress is defined as:

- A delay in the start or finish of any activity on the critical path (critical path is defined as the path with the least amount of float) of the approved baseline schedule or most recently approved revision to the baseline; or
- A delay in the start or finish of any non-critical activity which consumes more than the available float shown on the approved baseline schedule or most

recently approved revision to the baseline, thereby making the activity critical and late; or

- A projected completion date shown on a schedule update which is later than the contractual completion date; or
- Any combination of the above.

B. Failure of the Contractor to comply with the requirements under this provision will be grounds for determination that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time of completion specified in this Contract. Upon such determination, MDC may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with, TERMINATION FOR DEFAULT-DAMAGES.

1.24 SUBSTANTIAL COMPLETION, FINAL INSPECTION AND ACCEPTANCE

Substantial Completion:

A. When the Contractor determines that the Work or designated portions thereof acceptable to the County is substantially complete, the Contractor shall submit to the Engineer a Contractor's request for Substantial Completion Inspection. The Contractor and Engineer shall meet at the Site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or work to be corrected shall be noted on a "Punch List" along with the time, agreeable to all parties, in which this Work shall be completed. If the Engineer indicated on this inspection that the work is substantially complete, a Certificate of Acceptance for Substantial Completion shall establish the date of Substantial Completion, shall have attached the Punch List of any items to be completed or corrected, but which do not prevent beneficial use and occupancy.

B. Substantial Completion of the Work or designated portion thereof is the date certified by the Engineer and approved by MDC when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Project or designated portion thereof for the use for which it is intended. The Engineer will determine the definition of minor punch list items. These items must be completed within the time period determined by the Engineer. The Engineer will also determine the amount to be withheld until such items are completed and accepted by the Engineer.

C. In addition, in the event the Contractor refuses or fails to complete any item on the Punch List by the specified time, MDC has, as its option, the right to, after 10 days notice to the Contractor, have the work performed by others and back-charge the Contractor or delete the unfinished work from the Contract and deduct the total cost of performing the work from the Contract.

Final Inspection and Acceptance:

A. Upon receipt of written notice from the Contractor that all Punch List items have been completed, that the Contractor has passed Final Inspection by the permitting agency and that the Work is ready for final inspection and acceptance, the Engineer

will promptly make such inspection and if the Work has been fully performed in conformance with the Contract, a Certificate of Final Acceptance will be executed. Passing Final Inspection by the permitting agency shall be a precondition of Final Acceptance. The Contractor will be relieved of his responsibility for injury to persons or property or damage to the Work which occurs after Final Acceptance.

B. Final Acceptance shall be final and conclusive, and no further performance of work shall be required except as regards latent defects or as such gross mistakes as may amount to fraud, or as regards MDC's rights or any warranty or guarantee. The contractor shall be fully responsible for expeditiously correcting all latent defects for the period defined in Florida Statutes 95.11 (3) (C), as presently written and as may be hereafter amended.

1.25 PROGRESS PAYMENTS

A. MDC will make progress payments monthly as the work proceeds. If payment is made not using a cost-loaded CPM, the Contractor shall furnish a schedule of values consisting of a detailed cost breakdown of each lump sum bid item in the bid form in such detail as the Engineer shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. Each lump sum bid item breakdown shall show the estimated quantities and unit prices of all the items of work required under the contract making up each lump sum bid item. Each item of the detailed estimate shall include its proportionate share of overhead, profit and all other expenses involved. The quantities and unit prices shall be extended to show the total amount for each item of work and the summation of these amounts shall total in each case the exact amount of the lump sum bid price.

The unit prices shall be in proper balance and shall be subject to approval by MDC. In the preparation of estimates, MDC, at its sole discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the Work site may also be taken into consideration under Paragraph G of this Article when the Contractor furnishes satisfactory evidence that it will be utilized on the work covered by this Contract.

B. In making such progress payments, five percent of the estimated amount will be retained until Final Acceptance of the Contract Work; however, if MDC, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. Also, whenever the Work is Substantially Complete, MDC, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount.

C. Material and work covered by progress payments shall become the sole property of MDC. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of MDC to require the fulfillment of the terms of the Contract.

D. Progress payments will be made in accordance with Florida Statute 218.70 (Florida Prompt Payment Act).

E. No progress payments will knowingly be made for work not in accordance with this Contract.

F. Applications for progress payments shall be in the format as prescribed by MDC. These applications shall be supported by evidence which is required by this Article. The Contractor shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. If audit indicates the Contractor has been overpaid under a previous payment application, that overpayment will be credited against current progress payment applications. For a period of three years from Final Acceptance of the Contract, the Contractor shall maintain and make available for audit inspection and copying by MDC, State and the Government and their authorized representatives, all records subject to audit review.

H. Material shall be delivered on the Work site, or delivered to the Contractor and promptly stored by him in secure storage within Miami-Dade County or other location as approved by the Engineer. Prior to inclusion of such materials in any estimate, the Contractor shall submit certified bills for such materials to the Engineer. The Engineer may allow only such portion of the amount represented by these bills as in his opinion is consistent with the reasonable cost of such materials. If such materials are stored outside Miami-Dade County, the Contractor shall accept responsibility for and pay all personal and property taxes that may be levied against MDC by any state or subdivision thereof on account of such storage of such material. MDC will permit the Contractor, at his own expense, to contest the validity of any such tax levied against MDC and in the event of any judgment or decree of a court against MDC, the Contractor agrees to pay same.

G.2 All such materials so accepted shall become the property of MDC. The Contractor at his own expense shall deliver to MDC proper bills of sale showing that the material has been paid by the Contractor, insurance certificates or other instruments in writing in a form and as required by MDC conveying and assuring to MDC, title to such material included in any partial estimate, free and clear of debts, claims, liens, mortgages, taxes and encumbrances. The Contractor at his own expense shall mark such material as the property of MDC and shall take such other steps, if any, MDC may require or regard as necessary to vest title in MDC to such material free and clear of debts, claims, liens, mortgages, taxes and encumbrances. Contractor shall be fully responsible for the stockpiled material until it is incorporated into the work and accepted by MDC.

G.3 The cost of the material included in a partial estimate which may subsequently become lost, damaged or unsatisfactory shall be deducted from succeeding partial estimates (irrespective of the cause - whether it be due to negligence, carelessness or fault of MDC).

G.4 Notwithstanding the passage of title as aforesaid, the Contractor shall continue to be liable and responsible to MDC for any damage to or loss of such material until such material is actually delivered to the Work site and incorporated in the Work.

G.5 Payment for material furnished and delivered as indicated in paragraph G.1 will be based on 100 percent of the cost to the Contractor and retention will be made thereon as specified in Paragraph B of this Article. In any event, partial payments for materials on hand will not exceed 85 percent of the item Bid Price or price contained in the Contractor's detailed estimate for a particular item within a lump sum Bid Price.

H. If any mechanic's or materialman's lien, or notice or claim of such lien, is filed against the project for labor, materials, supplies or equipment claimed to have been furnished to or incorporated into the Work, or for other alleged contribution thereto, MDC will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this Article or under other provisions of the Contract, an amount equal to such lien or liens claimed.

The Contractor shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with applicable Federal Provisions. Failure to provide this information will cause the Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the information.

1.26 PAYMENT OF TAXES

A. The price or prices for the Work will include full compensation for taxes that the Contractor is or may be required to pay. The Contractor shall be responsible for the payment of all prevailing state or local taxes required during the prosecution of the work.

B. The Contractor's attention is directed to the fact that materials and supplies necessary for the completion of this Contract are subject to the Florida Sales and Use Tax, in accordance with Section 212.08, Florida Statutes, as amended. The Contractor shall not collect taxes upon making delivery to MDC.

1.27 FINAL PAYMENT

A. After the Work has been accepted by MDC, subject to the provisions of WARRANTY OF WORK, and SUBSTANTIAL COMPLETION, FINAL INSPECTION AND ACCEPTANCE a final payment will be made as follows:

A.1 Prior to Final Acceptance of the Work, the Contractor shall prepare and submit a proposed final Application for Payment to the Engineer showing the proposed total amount due the Contractor, segregated as to Contract Item quantities, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for Payment. Claims filed with the final Application for Payment must be otherwise timely under these General Conditions.

A.2 MDC will review the Contractor's proposed final Application for Payment and necessary changes or corrections will be forwarded to the Contractor. Within 10 days

thereafter, the Contractor shall submit a final Application for Payment incorporating changes or corrections made by the Engineer together with additional claims resulting therefrom. Upon approval by MDC, the corrected proposed final Application for Payment will become the approved final Application for Payment.

A.3 Upon final determination of any and all claims, MDC, in exchange for properly executed close-out documents specified in Paragraph C below, will pay the entire sum found due on the approved final Application for Payment, including the amount, if any, allowed on claims.

A.4 The release from the Contractor will be from any claims arising from the Work under the Contract and will inure to the benefit of MDC and the Engineer. If the Contractor's claim to amounts payable under the Contract has been assigned, a release may be required of the assignee.

A.5 Final payment will be made within 90 days after approval of the final notice and resolution of Contractor's claims, or 90 days after Final Acceptance of the Work by MDC, whichever is later. If a final Application for Payment has not been approved within 90 days after final inspection of the Work, MDC may elect to make payment of sums not in dispute without prejudice to the rights of either MDC or the Contractor in connection with any disputed items.

A.6 Prior to payment of a claim settlement, the claim will be audited by MDC and subject to approval by the funding agencies.

B. If any mechanic's or materialman's lien or notice or claim of such lien is filed or recorded against the project for labor, materials, supplies or equipment claimed to have been furnished to or incorporated into the Work, or for other alleged contribution thereto, MDC will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this Article or under other provisions of the Contract, an amount equal to such lien or liens claimed.

C. With the final request for payment, the Contractor shall return and submit final releases of claim from himself, from each Subcontractor of record and from other Subcontractors or Material Suppliers who may have notified the County that they were furnishing labor or materials for this project. These releases from Subcontractors and Suppliers shall be final, originals, notarized and executed on the form provided by MDC and included in Attachment "B"; all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to MDC all the enclosed close-out documents (See Attachment "B" at the end of these General Conditions for close-out documents). In the event that all of the above releases cannot be furnished, the Contractor shall submit a Consent of Surety to Final Payment in a form acceptable to MDC, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to MDC, to indemnify, defend and hold harmless the County from any claims of subcontractors and suppliers who refuse to execute final releases.

D. The making of final payment shall constitute a waiver of all claims by the County except those arising from:

- 1) Faulty or defective Work appearing after Final Acceptance,

2) Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Acceptance.

3) Terms of all guarantees required by the Contract Documents.

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

1.28 TERMINATION FOR CONVENIENCE OF MDC

A. The performance of Work under this Contract may be terminated by MDC in accordance with this Article in whole, or from time to time in part, whenever such termination is in the best interest of MDC. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination, and except as otherwise directed by MDC, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Assign to MDC in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case MDC will have the right in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of MDC, to the extent it may require, which approval or ratification shall be final for the purposes of this Article;
6. Transfer title and deliver to MDC in the manner, at the time, and to the extent, if any, directed by it, (a) the fabricated or unfabricated parts, work in process, completed work, supplies and other material procured as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information and other property, which, if the Contract had been completed, would have been required to be furnished to MDC;

7. Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by MDC, property of the types referred to in (6) above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by MDC; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by MDC to the Contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as MDC may direct;
8. Complete performance of each part of the work as shall not have been terminated by the Notice of Termination; and
9. Take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which MDC has or may acquire an interest.

C. After receipt of a Notice of Termination, the Contractor shall submit to the Engineer his termination claim, in the form and with certification prescribed by MDC. Such claim shall be submitted promptly but in no event later than 90 calendar days from the effective date of termination, unless one or more extensions in writing are granted by MDC, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if MDC determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, MDC may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.

D. Subject to the provisions of Paragraph C, the Contractor and MDC may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include an allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount. Nothing in Paragraph E of this Article, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and MDC to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to Paragraph D.

E. In the event of failure of the Contractor and MDC to agree, as provided in Paragraph D, upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this Article, MDC will pay the Contractor the amounts determined by MDC as follows, but without duplication of any amounts agreed upon in accordance with Paragraph D:

1. With respect to Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - (a) The cost of such work;
 - (b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph B.5 above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under (a) above;
 - (c) A sum, as profit on (a) above, determined by MDC to be fair and reasonable;
2. The reasonable cost of the preservation and protection of property incurred pursuant to subparagraph B.9 and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract.

The total sum to be paid to the Contractor under subparagraph E.1 above will not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work terminated. Except for normal spoilage, and except to the extent that MDC will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subparagraph E.1 above, the fair value, as determined by MDC, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to MDC, or to a buyer pursuant to subparagraph B.7 of this Article.

F. In arriving at the amount due the Contractor under this Article, there will be deducted, (1) any previously negotiated or to be negotiated claim which MDC may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale, of materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to MDC.

G. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with MDC a request in writing for a Contract change of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon will be made in such price or prices.

H. MDC may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of MDC the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in

excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to MDC upon demand together with interest at the rate established by the Eleventh Judicial circuit Court for the State of Florida.

I. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of 3 years after final settlement under this Contract, shall preserve and make available to MDC at all reasonable times at the office of the Contractor but without direct charge to MDC, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or to the extent approved by MDC, photographs, micro-photographs, or other authentic reproductions thereof.

J. Elimination of items of work by MDC, for which a Contract change would not be proscribed by Article 33, INCREASED OR DECREASED QUANTITIES, shall be treated as a partial termination for the convenience of MDC under this Article. However, the elimination of items of work shall not invalidate the Contract or any part thereof.

K. The Contractor shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a Notice of Termination from MDC and shall require any tier subcontractors to insert the same provision in any tier subcontracts.

L. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by MDC to the affected subcontractors of any tier.

M. For the purposes of Paragraphs D and E of this Article 44, when work the Contractor has subcontracted to a particular subcontractor has been terminated under subparagraph B.3 of this Article 44 which would entitle the particular subcontractor (hereinafter designated "large subcontractor") to gross proceeds of \$100,000 or more had it not been terminated, or when the orders the Contractor has with any particular supplier have been terminated under subparagraph B.3 of this Article 44 which would entitle the particular supplier (hereinafter designated "large supplier") to sales proceeds of \$100,000 or more had the orders not been terminated, then the Contractor will not be entitled to reimbursement for that part of a termination settlement with a large subcontractor or large supplier as heretofore designated, which is an anticipatory or unearned profit on work or orders terminated or partly terminated, or which are consequential damages on account of the termination or partial termination. The terms "subcontractor" and "supplier" refer to subcontractors and suppliers at all tiers.

N. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Article.

1.29 DISPUTES

A. In the event the Contractor and MDC are unable to resolve their differences concerning any determination made by the Engineer or any dispute or claim

arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or MDC may initiate a dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

- B. Any and all Disputes shall be decided by the Contracting Officer.
- C. As soon as practicable, the Contracting Officer shall adopt a schedule for the Contractor and MDC to file written submissions stating their respective positions and the bases therefor. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date of the date on which such written submissions are filed, the Contracting Officer shall afford each party an opportunity to present a maximum of one hour of argument. The Contracting Officer may decide the Dispute on the basis of the affidavits and other written submissions if in his or her discretion there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract and applicable law. As part of such decision, the Contracting Officer shall determine the timeliness and sufficiency of each notice of potential claim (NPC) and claim at issue as provided in Articles 40 and 41. The Contracting Officer shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Contracting Officer is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) via summary judgment.
- D. In the event that the Contracting Officer determines that the affidavits or other written submissions present issues of material fact, the Contracting Officer shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he or she may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Contracting Officer in his or her reasonable discretion.
- E. No formal discovery shall be allowed in connection with any proceeding under this Article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Contracting Officer shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable

time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that parties' claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact.

- F. The Contracting Officer shall issue a written decision within 15 working days after conclusion of any testimonial proceeding, and if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. The decision of the Contracting Officer shall be conclusive, final and binding on the parties, subject only to the limited right of review specified in paragraph G below.
- G. If either party wishes to protest the decision of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith. Notwithstanding, in the event the Contracting Officer grants summary judgement, either party may within 30 days of entering said ruling file an appeal of said ruling to a court of competent jurisdiction with a de novo standard of review.
- H. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Engineer's interpretation. Any presentation or request by the Contractor under this Article will be subject to the same requirements for SUBMITTAL OF CLAIMS, Article 41.
- I. The contractor shall share equally with MDC in the total cost of the hearing. Total cost shall include the hearing room, court reporter appearance fees and transcript fees if required by the hearing examiner.

1.30 TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

A. If the Contractor refuses or fails to prosecute Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or refuses or fails to complete said Work within such time, MDC may, by written notice to the Contractor, terminate for default his right to proceed with the Work or such part of the Work as to which there has been delay. In such event MDC may take over the Work and prosecute the same to completion, by Contract or otherwise and may take possession of and utilize in completing the Work such materials, appliances and plant as may be on the Work site

and necessary therefor. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to MDC resulting from his refusal or failure to complete the Work in the specified time.

B. If MDC so terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such time as may be required for final completion of the work together with any increased costs incurred by MDC in completing the Work.

C. The Contractor's right to proceed will not be terminated or the Contractor charged with resulting damage if the delay is such as would entitle the Contractor to an extension of time in accordance with Article 39, EXTENSION OF TIME.

E. The right to terminate for default and any other rights and remedies of MDC provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

1.31 TERMINATION OF RIGHT TO PROCEED FOR CERTAIN DEFAULTS

A. In addition to MDC's right to terminate for default under other Articles of this Contract, MDC will have the right to terminate the Contractor's performance of work in whole or in part for default for any of the following reasons:

1. The Contractor's or subcontractor's performance of work is in violation of the terms of the Contract.
2. The Contractor or subcontractor has violated an authorized order or requirement of MDC.
3. Abandonment of the Contract.
4. Assignment or subcontracting of the Contract or any work under the Contract without approval of MDC.
5. Bankruptcy or appointment of a receiver for the Contractor's property.
6. Performance by the Contractor in bad faith.
7. Contractor allowing any final judgment related to this project to stand after exhaustion of appeals by right or expiration of the time to get such appeals against him/her unpaid or unsatisfied for a period of 48 hours (excluding weekends and legal holidays).

B. If, in the opinion of MDC, the Contractor is in default of the Contract, MDC will so notify the Contractor. If the Contractor fails to remedy or commence to remedy the default within thirty (30) days after receipt of such notice, MDC may terminate the Contractor's right to proceed with the Work or that portion of the Work which MDC determines is most directly affected by the default.

C. Termination for unexcused delay is provided under Article 45, TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS.

D. Termination for failure to promptly replace rejected material or correct rejected workmanship is provided under INSPECTION.

E. If, after Notice of Termination of Contractor's right to proceed under this Article it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to TERMINATION FOR CONVENIENCE OF MDC.

1.32 LIQUIDATED DAMAGES

A. If the Work or specified portions of the Work are not completed within the number of calendar days set forth in the Contract Conditions, as may be revised by Change Order, damage will be sustained by MDC and it is and will be impracticable to ascertain the actual damage which MDC will sustain. Damage to MDC in the case of failure by the Contractor to complete specified portions of Work within the time as required therefor by the terms of this Contract will include but not be limited to, the following:

1. Increased costs of Contract administration;
2. Disruption of transit operations.
3. Increased costs of County's Consultants.
4. Other potential damages unascertainable at the time of Bid.
5. Unreasonable inconvenience to the public;
6. Increase cost of maintenance of traffic;

In the event of and by reason of such delay the Contractor shall pay to MDC the amount set forth in the Contract Conditions as liquidated damages for each day's delay or fraction thereof in completion of the Work and specified portions of the Work in excess of the number of days specified. MDC may deduct the sum of liquidated damages from any monies due or that may become due the Contractor, or if such monies are insufficient, the Contractor shall pay to MDC any deficiency. The remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract. It is expressly understood, however, that the assessment of liquidated damages, shall serve as the sole monetary remedy for Contractor caused delays under this Contract.

1.33 RIGHTS IN SHOP DRAWINGS AND WORKING DRAWINGS

A. Shop Drawings and Working Drawings, submitted to the Engineer by the Contractor, pursuant to the Work, may be duplicated by MDC and MDC may use and disclose, in any manner and for any purpose, Shop Drawings and Working Drawings delivered under this Contract.

B. This Article, including this Paragraph B, shall be included in all subcontracts hereunder at all tiers.

ATTACHMENTS

The following attachments are considered to be a part of these general requirements.

Attachment "A"- Certificate of Acceptance for Substantial Completion
Certificate of Final Acceptance

Attachment "B"- Contractor Release
Agreement on Final Quantities and Amounts
Final Affidavit
Labor Standards Provisions Final Certificate
Memorandum of Understanding
Certificate of Sub-contractor Status
Final Release of Lie

Attachment "C"- Sub-Contractor's/Supplier's Release of Claim
Consent of Surety Company to Requisition Payment

Construction Forms

40 FOOT ELECTRIC BUSES AND CHARGING STATIONS

PROJECT No. CIP 147

ATTACHMENT " A "

Certificate of Acceptance for Substantial Completion

Certificate of Final Acceptance

CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

RPQ No.: _____
Description : _____
Address : _____
Consultant : _____

Date : _____
Contractor : _____
Surety : _____

*The work performed under the subject Contract has been reviewed, and subject to the Contract requirements of **Article 29, Substantial Completion, Final Inspection and Acceptance**, all remaining work has been found to be Substantially Completed as of _____.*

*A **Punch List** of items to be completed or corrected, is appended hereto.*

*In the event that the Work, including the Punch List items, is not corrected by the Contract Completion date, the Contract stipulations regarding **Liquidated Damages** will be imposed until such time as the work is certified by the County's Resident Engineer or its Consultant and the Director, MDT to be complete in all respects and a **Certificate of Final Acceptance** is issued.*

(COMPANY SEAL)

Signed : _____
Contractor

Recommended : _____
Resident Engineer/Project Manager

Recommended : _____
Chief, Construction

Certificate of Final Acceptance

RPQ No.:

Description:

Address:

Consultant:

Contractor:

Surety:

The **UNDERSIGNED** hereby certify that, to the best of our knowledge and belief, based on observations of the punch list work required under the terms of the Agreement, we have found that the Work items identified in the **PUNCH LIST**, dated _____ ("**PUNCH LIST**") were completed as of _____. We therefore recommend that the **FINAL ACCEPTANCE DATE** be established as: _____

Notwithstanding the above, this Certificate shall not be construed as a finding regarding whether work performed on this Contract was done in accordance with all applicable Contract requirements, and the County expressly reserves all of its rights and claims under the Contract, or otherwise, to seek recovery or indemnity for any defects in materials, equipment, or workmanship, or for non-conformance with any Contract requirements.

Recommended : _____
Resident Engineer/Project Manager

Recommended : _____
Chief, Construction

:

CONTRACTOR RELEASE

RPQ No.:

KNOW ALL MEN BY THESE PRESENTS : Pursuant to the terms of the Contract and in consideration of the sum of _____ paid by the *Miami-Dade County* under the Contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge MDC, its officers , agents and employees, of and from all liabilities, obligations, and claims whatsoever, in law and in equity, under or arising out of said Contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 20__

(*COMPANY SEAL*)

_____ *Contractor*

_____ *Signature*

WITNESS :

Print Name : _____
Print Title : _____

NOTE : In the case of a corporation, witnesses are not required , but the *CERTIFICATE* below must be completed.

CERTIFICATE

I, _____, certify that I am the *Secretary* of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor, was then _____ of said Corporation; that said release was duly signed for and on behalf of said corporation under the authority of its governing body, and within the scope of its corporate powers.

(*CORPORATE SEAL*)

_____ *Signature*

CONTRACTOR RELEASE

RPO No.:

KNOW ALL MEN BY THESE PRESENTS : Pursuant to the terms of the Contract and in consideration of the sum of _____ paid by the *Miami-Dade County* under the Contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge MDC, its officers , agents and employees, of and from all liabilities, obligations, and claims whatsoever, in law and in equity, under or arising out of said Contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 20__

(*COMPANY SEAL*)

Contractor

Signature

WITNESS :

Print Name : _____
Print Title : _____

NOTE : In the case of a corporation, witnesses are not required , but the *CERTIFICATE* below must be completed.

CERTIFICATE

I, _____, certify that I am the *Secretary* of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor, was then _____ of said Corporation; that said release was duly signed for and on behalf of said corporation under the authority of its governing body, and within the scope of its corporate powers.

(*CORPORATE SEAL*)

Signature

AGREEMENT

ON

FINAL QUANTITIES AND AMOUNTS

RPO No.:

The Contractor and Resident Engineer agree that the **QUANTITIES** as shown on the **FINAL PAY REQUEST No.** are **EQUITABLY** paid for by application of the agreed **LUMP SUM PRICES**.

It is finally agreed that the right in the Contract clause to request negotiation of a different amount is **WAIVED** by the Contractor and the Authorized Representative of the Contracting Officer.

(Company Seal)

_____		_____	_____
<i>Contractor</i>			
_____	_____	_____	_____
<i>Signature</i>	<i>Date</i>	<i>Resident Engineer</i>	<i>Date</i>
_____		_____	
<i>Print Name</i>		<i>Print Name</i>	

<i>Print Title</i>			

FINAL AFFIDAVIT

RPQ No.:

The undersigned Contractor, _____, certifies and warrants to *Miami-Dade Transit* that _____ has paid in full and completely discharged any and all claims, demands, obligations and liabilities of _____ in connection with or arising out of *RPQ No.* _____, including without limitation, all claims for labor performed and materials, supplies, equipment and other items furnished or used in connection with performance of said Contract.

(*COMPANY SEAL*)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

LABOR STANDARDS PROVISIONS

FINAL CERTIFICATE

RPQ No.:

The undersigned Contractor, _____, hereby certifies that all laborers, mechanics, apprentices and trainees employed by him or by any Subcontractor performing work under the Contract on the project have been paid *wages at rates no less than those required by the Contract provisions*, and that the work performed by each laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

EXCEPTION (S) :

Contractor : _____

(COMPANY SEAL)

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

MEMORANDUM OF UNDERSTANDING

RPQ No.:

WHEREAS, _____, (hereafter referred to as the " Contractor ") and the *Miami-Dade Transit*, the parties hereto, have mutually agreed to the **total Contract amount** in the sum of _____ and a final payment of _____ for a **COMPLETE CLOSE-OUT** of *RPQ No.*

It is understood and expressly agreed that :

- (1) This Memorandum of Understanding is subject to the recommendations of the Assistant Director and the Director of Miami-Dade Transit.
- (2) In consideration of the payment by MDT of a **total Contract amount** of _____, (inclusive of all finalized Change Orders), the Contractor hereby withdraws with prejudice all Claims, Disputes, and Appeals of the Contractor or any of its Subcontractors or Suppliers under the subject Contract. MDT likewise, withdraws with prejudice, all Claims and/or Backcharges it has against the Contractor.
- (3) The retention withheld in *Pay Request No.* _____ is _____ and will be paid in full. Therefore, the Contractor acknowledges the final payment of _____ in *Pay Request No.* _____ as the outstanding balance due to date on the Contract.
- (4) MDT reserves the right to complete an audit upon the request of the Assistant Director, Engineering Services when warranted.
- (5) All terms and conditions of the Contract otherwise remain unchanged including the Contractor's liabilities for warranties, latent defects and the like.
- (6) The execution of this Memorandum and payment in accordance with these terms, and the finalized Contract Change Orders, shall constitute a full accord and satisfaction of all Claims and all rights of the parties against each other, except for claims of the Owner for latent defects discussed after the date of this Memorandum or for warranty items.

(COMPANY SEAL)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

RECOMMENDED

By : _____
Resident Engineer/Project Manager

By : _____
Chief, Construction Division

CERTIFICATE OF SUB-CONTRACTOR STATUS

This is to certify that the following is a complete list of sub-contractors who worked on RPO No.

Name	Description of work	Original Contract Amount	Paid to date	Amount Owed

(COMPANY SEAL)

Contractor

Signature

Print Name & Title

Date

40 FOOT ELECTRIC BUSES AND CHARGING STATIONS

PROJECT No. CIP 147

ATTACHMENT "C"

Sub-Contractor's/Supplier's Release of Claim

Consent of Surety Company to Requisition Payment

MIAMI-DADE COUNTY

SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

NOTE: The General Contractor shall attach this statement, completed by each Subcontractor whose work appears on the prior requisition for payment or has work in place since the last requisition for payment.

Project No.: _____

Date: _____

Project Title: _____

Subcontractor:

Requisition No.: _____ From: _____ To: _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments appeared: _____ who, after being first duly sworn, upon oath, deposes and says that pursuant to the provisions of his contract for said project, all money due him under prior requisitions for payment have been paid to him by _____, the General Contractor.

(COMPANY SEAL)

Legal Name of Subcontractor

Title

Signature

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ on behalf of _____.

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

Notary Signature: _____

Type or Print Name: _____

Notary Seal:





PROJECT No. _____

CONSENT OF SURETY COMPANY TO REQUISITION PAYMENT

PROJECT TITLE: _____

PROJECT LOCATION: _____

TO: _____ Re: PAY REQUEST No. _____ DATE: _____

IN THE AMOUNT OF: _____

CONTRACTOR: _____ RPQ No. _____

THE UNDERSIGNED SURETY COMPANY _____
(INSERT NAME OF SURETY COMPANY)

_____, ON BOND OF
(ADDRESS)

THE CONTRACTOR LISTED ABOVE, HEREBY APPROVES THIS PAYMENT TO THE CONTRACTOR AND AGREES THAT THE PAYMENT TO THE CONTRACTOR SHALL NOT RELIEVE THE SURETY COMPANY OF ANY OF ITS OBLIGATIONS TO MIAMI-DADE COUNTY, INCLUDING THE SECURITY FROM ANY AND ALL LIENS, CLAIMS OR DEMANDS WHATSOEVER THAT MAY NOW EXIST OR BE MADE IN THE FUTURE BY ANY SUB-CONTRACTOR OR MATERIAL SUPPLIERS AGAINST THIS PROJECT AND CONTRACT.

THIS CONSENT OF SURETY RECOGNIZES THAT CLAIMS HAVE BEEN MADE BY THE FOLLOWING SUB-CONTRACTORS AND MATERIAL SUPPLIERS AGAINST THE CONTRACT IN THE AMOUNTS LISTED BELOW:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SURETY RECOGNIZES THAT RELEASES OF LIEN OR RELEASES AND ASSIGNMENT OF CLAIM HAVE NOT BEEN REQUESTED OR RECEIVED FROM ALL THE SUB-CONTRACTORS AND MATERIAL SUPPLIERS FOR THIS FACILITY.

IN WITNESS THEREOF,
THE SURETY COMPANY HAS HEREUNTO SET ITS HAND THIS _____ DAY OF _____, 20____.

SURETY COMPANY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

ATTEST:
(SEAL)

SECTION 01 14 13

SITE AND WORK RESTRICTIONS

1.01 DESCRIPTION:

- A. This section includes specifications for the general requirements and procedures for access to the various areas within the site to perform the required construction operations to complete the facilities as depicted in the Contract documents. The Contractor is to coordinate through MDT on access and coordination issues.

2.01 SUBMITTAL REQUIREMENTS:

- A. The construction schedule for the project needs to take the restrictions described herein into account for the planning of the work. The schedule of work activities needs to take into account the site and work restrictions identified herein demonstrating the sequencing of the work so as not to impact the Contract duration due to the site and work restrictions presented herein.
- B. The Contractor shall submit any required notice, request for access and any other procedural documents, as contained herein or referenced herein per the minimum lead times indicated in these procedures.
- C. Contractor is to ensure that municipalities are properly informed of all work contemplated within their jurisdictions by preparing and submitting all necessary documents and permits to work within their right of way.

1. Definitions:

- a. *Engineer-of-Record (EOR)* – The engineering design firm and all designated representatives who were involved in the preparation of all the Contract Documents.

2. Authority:

The safety of Bus patrons and property shall be a primary consideration during the prosecution of the work. Therefore, any direction given by the duly designated MDT representative regarding train traffic or train safety shall be considered final and is to be followed immediately. If the Contractor has an objection to the request, the Contractor shall obey the request and subsequently seek relief under the applicable Contract Sections.

3. Delays in Vacating Premises:

It is absolutely essential that work operations not be disrupted. All Contractor personnel (including suppliers, sub-contractors, vendors, etc.) shall cease work within thirty (30) minutes after receipt of directions by the EOR and/or MDT authorized representative.

4. Special Events:

Certain special events require extended and/or more frequent service (football games, concerts, etc...) and may force work to revise the revenue service schedule and time constraints heretofore cited in this section. The Contractor shall expect and plan for these special events and reflect the impact of these special events in the project schedule and phasing plan.

5. Work Conditions and Access Requirements:

Access to any given site must be accompanied by proper documentation permits and paid fees. This request shall also include written details, including but not limited to, placement of cranes, materials, form work, personnel, and equipment; the sequence and timing of the work, and any other factor which may be construed by the MDT representative to affect transit safety or revenue service.

6. Special work Protection:

Any work under and/or near the Bus stop , which could potentially cause damage or in any way endanger the safety of the Metro Bus patrons or the public, at the sole discretion of work, shall require protection such as barriers, nets, tarps, plywood, etc... The Special work Protection must reflect the Contractors work activities and shall be designed by a Professional Engineer and submitted to work for approval. A minimum of six (6) weeks prior to performing any such work, the Contractor shall present this plan for the Special work Protection to work for approval.

7. Access to Controlled Areas: N/A

Contractor access to areas requiring track allocation is prohibited unless prior approval is granted by the MDT representative.

8. Foreign Objects on Existing Guideway:

At no time will the Contractor be allowed to throw or discard any objects, construction materials, debris, scaffolds, etc... onto the Guideway. Appropriate measures will be employed by the Contractor to insure that the

9. End of Day Inspections and Other Inspections of Site work :

The Contractor with the MDT representative shall on a daily basis, conduct an inspection of the active site work after completion of work and immediately remove any foreign objects. No materials, attachments, anchorage systems, formwork or obstructions will be allowed to be left scattered or not cleaned. Contractor is responsible to maintain a clean and organize construction area. Prior to any hurricanes or other major storms, the Contractor and MDT shall inspect the Contractor's work site and the Contractor shall immediately secure any materials that in the sole opinion of work may pose a danger to Metro Bus and/or facilities.

10. Emergencies:

Notwithstanding any of the above, in the event of an emergency, the Contractor maybe instructed to vacate the work area by either the EOR and/or the MDT representative. Any such direction shall require immediate action by the Contractor. Prior to vacating the work area, the Contractor shall clear the work area of all materials, equipment, etc... at the discretion of either the EOR and/or the MDT representative.

11. Working Hour Restrictions:

Working hours: 700 AM – 7:00 PM, Monday – Fridays or as coordinated with staff.

END OF SECTION

SECTION 01 26 13

REQUEST FOR INFORMATION (RFI)

PART 1: GENERAL

1.01 DESCRIPTION

- A. This section covers Request for Information (RFI) from the Contractor. RFI in this section is defined as: the solicitation by the Contractor for clarifications, interpretations, verifications and/or corrections of the Contract Documents.
- B. The Contractor shall comply with this section for all such requests for information. All costs incurred by the Contractor in preparing these requests shall be borne by the Contractor and are part of this contract.
- C. Any delays or impacts caused by the Contractor's failure to conform to the requirements of this section shall be solely the Contractor's responsibility and shall not be cause for any time extension and/or additional compensation.

PART 2: PRODUCTS

2.01 MATERIALS:

NONE REQUIRED.

PART 3: EXECUTION

3.01 REQUEST FOR INFORMATION REQUIREMENTS:

- A. The Contractor is responsible for reviewing all Contract documents related to a particular work product well in advance of the performance of such work in accordance with Article 2: INTERPRETATIONS of the General Conditions. This review shall be planned to allow sufficient time to obtain resolution of any required RFI, as defined in this section.
- B. RFI Requirements.

All RFI's shall be submitted to the Engineer in the format with this section or in a pre-approved format equivalent to this section inclusive of the information identified on the specified form.

All RFI's shall be signed by the Contractor's Project Manager or by a designated alternate (i.e., the Quality Assurance Representative).

- a. Date submitted.

- b. Contract number and title.
- c. Contractor's name.
- d. Description of the request, including any supportive drawings, sketches or additional information.
- e. List of schedule activities which may be impacted by the request and a brief explanation as to why there would be a schedule impact and specific date constraints.
- f. Clear description of what response the Contractor is expecting.

All RFIs shall be signed by the Contractor's project manager.

C. RFI Processing Procedure.

- 1. Upon receipt of the RFI, the Engineer shall promptly date stamp the request. The Engineer is required to keep a log of all RFIs including receipt date and date returned to the Contractor.
- 2. The Engineer shall review the request to determine if further information is required from the Contractor, once the RFI is resubmitted by the Contractor, the RFI shall be restamped. The Engineer will coordinate a response and transmit the answer to the RFI to the Contractor.

D. Time allowed for processing RFIs.

Although every attempt will be made to expeditiously resolve all RFIs, MDC shall have ten working days to respond to an RFI, from the date the RFI is received by the Engineer, including all necessary information needed to formulate a response. Failure by the Contractor to allow sufficient time for MDC to formulate a response to an RFI, as specified in this section, shall not constitute grounds for a delay claim from the Contractor.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Work under this Section will not be separately measured for payment.

4.02 PAYMENT

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION



MIAMI-DADE TRANSIT
REQUEST FOR INFORMATION
(RFI)

DATE: _____
RFI No.: _____

CONTRACT No. _____ CONTRACT TITLE: _____

CONTRACTOR: _____

DESCRIPTION OF REQUEST:
(ATTACH ADDITIONAL SHEETS AS REQUIRED)

DRAWING No.: _____

SPEC. REFERENCE: _____

CPM ACTIVITIES OF POTENTIAL IMPACT AND TIME CONSTRAINTS:

SUBMITTED BY: _____ * _____
(CONTRACTOR-PROJECT MANAGER) DATE

REVIEWED BY: _____
TITLE DATE

DATE RETURNED TO CONTRACTOR: _____

*CONTRACTOR'S SIGNATURE AFFIRMS THAT CONTRACTOR HAS REVIEWED THE CONTRACT DOCUMENTS AND THAT THE INFORMATION REQUESTED CANNOT BE OBTAINED FROM SUCH A REVIEW.

RFI 7.13.95 Rev. 10/09

SECTION 01 32 16

PROJECT SCHEDULE

1.01 DESCRIPTION:

- A. This section covers the preparation of a schedule in the Cost Loaded Construction in the Critical Path Method (CPM). The Contractor will be allowed to use his preferred scheduling system, if approved by MDT. If the Contractor wishes to propose his own system, he shall so request prior to the required submittal time tables listed in this section.
- B. Final Schedule:
 - 1. A bar chart schedule shall be used by the Contractor to control the progress and time fixed for completion of this project. This system shall be implemented by the Contractor. Prior to approval of the final construction schedule, the Contractor shall provide work with letters from all his sub-contractors and suppliers indicating that they have reviewed the Contractor's schedule and concur with the sequence of events, activity durations and rates of production implied therein.
 - 2. All work shall be done in accordance with the schedule and all costs incurred by the Contractor to correctly implement the schedule shall be borne by the Contractor and are a part of his Contract.
 - 3. The schedule must be updated monthly and submitted with the Contractor's pay request. No payment will be made to the Contractor unless this monthly updated schedule and progress report is submitted with the Contractor's pay request. Even if no invoice is submitted in a particular month, the Contractor shall submit monthly schedule updates and progress reports to the satisfaction of work.

2.01 PREPARATION OF FINAL SCHEDULE:

- A. Within five (5) working days after the date of Notice to Proceed (NTP), such as FP the Contractor shall develop and submit a comprehensive and detailed final schedule. Work performed prior to NTP shall not be allowed under this Contract.
- B. When completed, the bar chart diagram shall represent the Contractor's own plan for the project as well as the sequence of each operation and all the involved parties. The schedule shall also identify the project's critical path. It shall be the responsibility of the Contractor to ensure that all of this work is described by the diagram and that the diagram does correctly represent the sequence in which he plans to do his work and the time in which he expects to do it.
- C. As a minimum, the final schedule will cover the following areas:
 - 1. Shop drawing preparation, review and approval

2. Procurement of major equipment or material
 3. Permit acquisition activities
 4. Material samples
 5. Material delivery
 6. All major work elements
 7. Punch list activities
 8. Rates of Production
 9. Submittals
 10. Work Elements by other &FPL, AT&T, etc...
- D. The final schedule will be printed on a 11" x 17" sheet suitable for reproduction. The Contractor will submit three (3) copies of this schedule.
- E. A written narrative on separate 8 1/2" x 11" sheets will be included with the Contractor's final schedule. This narrative will describe the Contractor's general approach for performing the work and any additional or unusual requirements not clearly represented in the schedule including, but not limited to, equipment to be used and the time equipment is to be on-site, anticipated delivery dates for material and/or equipment, crews and crew sizes, estimated quantities and rates of production. The narrative shall explain the basis for the Contractor's determination of durations for major work items and describe his approach for meeting the interim and final completion dates in his schedule. The narrative shall also address workdays per week, hours per shift, rain days, holidays or any other non-work periods that the Contractor is assuming in the planning of the work. Activities which may be expedited by the use of overtime or additional shifts shall be identified. Sequencing and other restraints such as manpower, material or equipment shall be identified and explained.
- F. When completed, the final schedule shall be submitted to work for their approval. The Contractor shall incorporate work schedule review comments within ten (10) working days after receipt. MDT shall be the final authority in deciding the acceptability of the schedule. Upon approval work, this shall become the Final Schedule for the Contract. No deviations from the final schedule will be allowed without the prior written approval of MDT.
- G. The Contractor shall identify all available float or slack time in his schedule in a format suitable to MDT. Float or slack time is not for the exclusive use or benefit of either the Contractor or work. Float or slack time is considered project float as it is for the benefit of both parties. As such, it is not to be used exclusively by either party, but is to be used by the party that needs it first. No more than 15% to 25% of the activities in the Contractor's schedule may be on or near the critical path ("Near the critical path" is defined as any activity having float of ten (10) days or less).

3.01 MONTHLY SCHEDULE UPDATES:

- A. The Contractor shall submit monthly schedule updates to show progress, as applicable, on all activities in progress. Such progress shall be shown in a format suitable to MDT. Three (3) 11" X 17" copies of the updated schedule shall be submitted by the Contractor.
- B. The Contractor shall submit an updated narrative in the form of monthly progress reports in a format acceptable to work. Such reports shall include sections for describing "progress this period", "planned progress for next period", "problems and solutions" (including a listing of all delayed activities, the reasons for delay and proposed recovery actions) and "changes since last period". Any special concerns and or questions regarding the schedule should also be included in the progress report. Information included in the updated narrative will not relieve the Contractor of the notice requirements contained in the Contract documents. As applicable, signed material delivery tickets indicating when material was delivered on-site or to the fabrication plant will be provided with the narrative on a monthly basis.
- C. The Contractor shall submit on a weekly basis a simplified two-week look-ahead bar chart schedule showing all anticipated work scheduled to take place during the next fourteen (14) calendar days. This two-week look-ahead schedule shall be based on the approved baseline schedule.

4.01 PAY REQUESTS:

- A. The Contractor's pay request shall be based on completed activities and shall include an update of the final schedule. The Contractor will not be eligible to receive payment until his Contract baseline schedule and schedule of values is approved and no payment will be made to the Contractor unless this schedule update and schedule of values is submitted with the pay request.
- B. 5% of each Contractor's pay request amount will be held as retainage.
- C. All Contractor pay requests will be submitted in a form suitable to MDT based on the approved schedule of values under the contract.
- D. No payment will be made to the Contractor for uncompleted activities.

5.01 MEASUREMENT AND PAYMENT:

- A. Work under this section will be paid for as part of the Lump Sum price for each of the pay items.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

1. Contractor's general approach for completing the work:

Including but not limited to any additional or unusual requirements not clearly represented in the schedule, the basis for the Contractor's determination of durations for major work items and his approach for meeting the interim and final completion dates in his schedule.

Use additional sheets if necessary.

2. Equipment to be used:

Including time that the equipment is to be on-site. Use additional sheets if necessary.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

3. Anticipated delivery dates for material/equipment:

Use additional sheets if necessary.

4. Crews and Crew Sizes:

Use additional sheets if necessary.

5. Rates of Production and Estimated Quantities:

Use additional sheets if necessary.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

6. **Work Days per week/Hours per Shift:**

Use additional sheets if necessary.

7. **Non-work Periods assumed in the planning of the work:**

Including holidays, rain days and any other non-work period assumed by the Contractor.

Use additional sheets if necessary.

8. **Activities which may be expedited by the use of overtime or additional shifts:**

Use additional sheets if necessary.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

9. Sequencing and other restraints affecting the work:

Including manpower, material and equipment restraints. Use additional sheets if necessary.

MONTHLY SCHEDULE UPDATE NARRATIVE FORM FOR BAR CHART
SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

1. Progress This Period:

Including all activities started, completed or in progress and signed material delivery tickets indicating when material was delivered on-site or to the fabrication plant as applicable.

Use additional sheets if necessary.

2. **Planned Progress for Next Period:**

Use additional sheets if necessary.

**MONTHLY SCHEDULE UPDATE NARRATIVE FORM FOR BAR CHART
SCHEDULES**

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

ii. **Problems and Solutions:**

Including a listing of all delayed activities, the reasons for delay and proposed recovery actions. Use additional sheets if necessary.

- iii. **Changes Since Last Period:**
Use additional sheets if necessary.

**MONTHLY SCHEDULE UPDATE NARRATIVE FORM FOR BAR CHART
SCHEDULES**

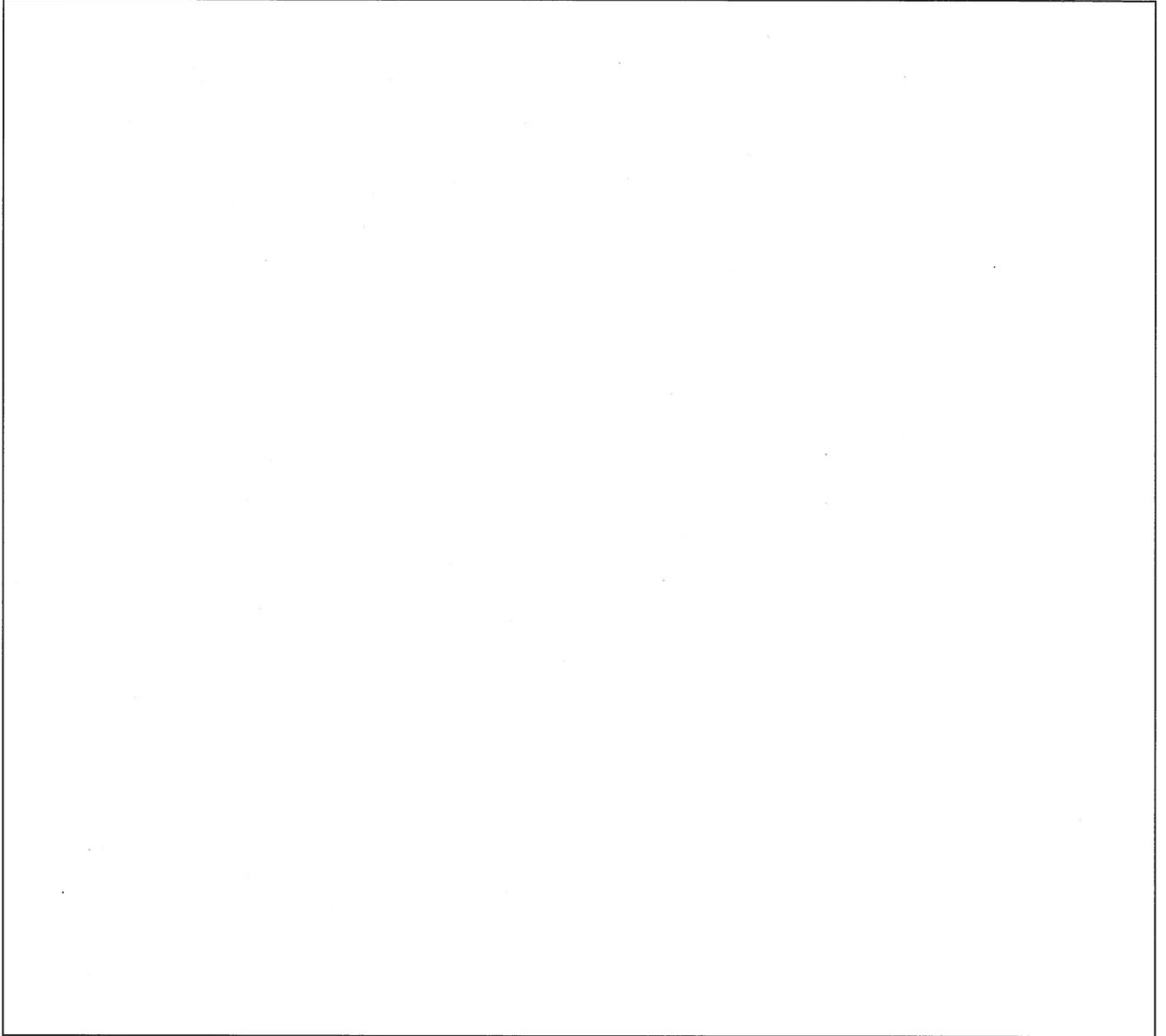
Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

- iv. **Special Concerns and/or Questions regarding the Schedule:**
Use additional sheets if necessary.



END OF SECTION

SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

PART 1: GENERAL

1.01 DESCRIPTION OF WORK

- A. The Contractor shall provide still color photographs of all construction areas prior to start of work and take construction record color photographs periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Progress photographs shall be submitted to the Engineer with each Application for Payment.
- B. Photographs shall be taken at each of the major stages of construction listed below:
 - 1. Prior to commencement of any demolition / removal work.
 - 2. Of existing improvements upon completion of adjacent work.
 - 3. Of existing structures that are to be relocated, both before and after relocation.
 - 4. Upon completion of installation of signage and equipment at each location.
 - 5. Upon completion of all work and finishes.
- C. Views and Quantities Required:
 - 1. Two views of each item listed above.
 - 2. Five views of overall project sites monthly, as directed by the Engineer.
 - 3. Provide three prints of each view.
- D. Digital Files:
 - 1. The Contractor shall provide a CD containing the monthly progress photo digital files that shall be cataloged and indexed in chronological order and shall be accompanied by a typed table of contents with the relevant descriptions. This CD shall accompany the photographs submitted with the monthly Pay Request.
 - 2. The Contractor shall furnish additional prints to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COSTS OF PHOTOGRAPHY

- A. The Contractor shall pay the cost for specified photography and prints. Parties requiring additional photography or prints will pay photography directly.

PART 2: - PRODUCTS

2.01 PRINTS

- A. Color:
 - 1. Paper: Single weight, color print paper.
 - 2. Finish: Smooth surface, glossy.
 - 3. Size: 8-inch x 10-inch. Mount with binder tabs.
- B. Identify each print on back, listing
 - 1. Name and number of Project
 - 2. Orientation of view
 - 3. Date and time of exposure

PART 3: - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 - 1. High resolution and sharpness
 - 2. Maximum depth-of-field
 - 3. Minimum distortion

3.02 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
 - 1. At successive periods of photography, take at least one photograph from the same overall view as previously. "
 - 2. Consult with the Engineer at each period of photography for instructions

concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver prints to the Engineer to accompany each Application for Payment.
- B. Distribution of prints as soon as processed is anticipated to be as follows:
 - 1. Engineer: One set
 - 2. Owner: Two sets.

PART 4: MEASUREMENT AND PAYMENT

3.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

3.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1: GENERAL

1.01 DESCRIPTION:

- A. This section specifies preparing and submitting shop drawings, product data, and samples required under the contract.
- B. Dates for submission, and dates on which approved shop drawings, product data, and samples for each product will be needed, shall be designated in the Contractor's Schedule.

1.02 SHOP DRAWINGS:

Furnish all shop drawings that are necessary to complete the scope of work in compliance with the design shown on the plans. Prepare all shop drawings using the same units of measure as those used in the contract drawings. Prepare or reproduce drawings on permanent material made for that purpose, such as tracing cloth, plastic, mylar, or xerographic bond paper. Shop drawings sheet size shall be 22 by 34 inches. Changes in products, for which shop drawings have been accepted, will not be permitted unless those changes have been accepted, in writing by the Engineer, as provided in Section 01 62 00, SUBSTITUTIONS AND PRODUCT OPTIONS.

1.03 QUALITY ASSURANCE:

Shop drawings shall be prepared to a high standard of quality, and to the satisfaction of the County. Drawing level control shall be established and implemented to ensure documentation is controlled for specified applications on contract.

1.04 PRODUCT DATA:

- A. Provide original documents or clearly legible photographic or xerographic copies of documents other than drawings, such as trade literature, catalogue information, calculations, manuals, etc. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12,12 of 12). Prepare all documents using the same units of measure as those used in the contract drawings. Bind and submit all documents with a cover sheet. List on the cover sheet the complete Contract number, a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the contractor's approval stamp with the data and initials, and, when applicable, the signature and embossed seal of the Specialty Engineer.

- B. Manufacturers' standard schematic drawings shall be modified to delete information which is not applicable to the project. Standard information shall be supplemented to include additional information applicable to the project.
- C. Manufacturers' standard catalog cuts, brochures, diagram, schedules, performance charts, illustrations, calculations, and other descriptive data shall be modified to delete information which is not applicable to the project. Dimensions, clearances, performance characteristics and capacities, and wiring diagrams and controls shall be shown.
- D. Certificates of Compliance shall be submitted for those products for which no samples and test results are specified. Certificates shall state that the product complies with the requirements of the respective specification section, and shall be signed by a representative of the product manufacturer. A copy of the certificate shall accompany the product for which the certificate is prepared.

1.05 SAMPLES:

- A. Samples shall be of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials, and shall clearly show attachment devices. After review and approval by the Engineer, samples may be used in construction of the project if samples are not damaged and are properly dispositioned for use. Changes in products for which samples have been accepted will not be permitted unless those changes have been approved, in writing, by the Engineer.
- B. Samples and sample installation shall be erected at the job site at locations acceptable to the Engineer and shall remain in place or available until completion of the project.

1.06 DADE COUNTY PRODUCT CONTROL APPROVAL:

The Contractor shall submit all required Dade County Product Approvals, as applicable, in accordance with this section and the Florida Building Code.

1.07 CONTRACTOR RESPONSIBILITIES:

Shop drawings, product data, and samples shall be reviewed, stamped and signed as approved, by the Contractor's designated authority prior to submission to the Engineer. Each submittal shall be coordinated with the requirements of the work. Returned marked-up submittals shall be reviewed and those requiring changes shall be changed and shall be resubmitted.

- A. Field measurements, catalog numbers, and similar data shall be verified.
- B. Work, for which submittals are required, shall not be started until submittals bearing the Engineer's stamp and signature indicating review and approval has been received.

- C. Before submitting samples, assure that products of which samples will be submitted will be available in the quantities required by the project.
- D. The responsibility for errors and omissions in submittals shall not be relieved by the Engineer's review and approval of submittals.
- E. Responsibility for deviations in submittals from requirements of the Contract Documents shall not be relieved by the Engineer's review and approval of those submittals, unless the Engineer gives written approval of specific deviations.
- F. The Contractor shall verify that the product or system submitted for review has been approved by Dade County Product Control, if applicable, prior to making the initial submittal. Products which require Dade County Product Control approval and are not so approved shall be rejected by the Engineer. Product approval shall not be requested or initiated during the shop drawing review process, but shall be requested and obtained prior to the Contractor's bid submittal.

1.08 SUBMISSION REQUIREMENTS:

Submittals, excepting test results, shall be made in not less than 15 days before work covered by the submittals is scheduled to be performed. Allow 10 calendar days for review of shop drawing submittal by the Engineer. Test results shall be submitted within five days after each test has been completed. Office samples shall be shipped prepaid. Submittals require approval of the Engineer prior to work covered by the submittals being scheduled to be performed.

- A. Quantities to be submitted shall be as follows:
 - 1. One reproducible sepia and three prints of shop drawings at each submittal until approved by the Engineer. If shop drawings are not approved, the marked up sepia and one marked up copy will be returned.
 - 2. Unless otherwise indicated, after approval by the Engineer submit one reproducible transparency and two opaque diazo prints of shop drawings.
 - 3. Three copies of manufacturers' standard schematic drawings.
 - 4. Three copies of manufacturers' calculations and three copies of manufacturers' standard data.
 - 5. Three samples as specified in each of the specification sections, unless otherwise specified.
 - 6. Three copies of each test result.
 - 7. Three copies of each Certificate of Compliance.

8. Three copies of the Dade County Product Control Notice of Acceptance, if applicable.
- B. Submittals shall be accompanied by two transmittal forms containing the following information:
1. Date submitted to the Engineer;
 2. Project title and Contract Number;
 3. Supplier's, manufacturer's and subcontractor's name, address and telephone number;
 4. Number and title of each shop drawing, product data, and sample submitted;
 5. Notification of known deviations from the drawings and the specification sections; and
 6. Dade County Product Approval number, if applicable.
 7. Other pertinent data.
- C. Submittals shall include a white space, three by four inches, in the lower right corner just above the title block, in which the Engineer may indicate the action taken. Submittals, as applicable, shall show as a minimum the following information:
1. Date and revision dates.
 2. Project title, drawing title and number and MDT Contract Number
 3. The names of the Contractor's engineer, Subcontractor, lower tier Subcontractor, supplier, manufacturer and the name of the detailer or person(s) responsible for the drawing.
 4. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12, ...12 of 12).
 5. Identification of product by description, model number, style number, serial number, or lot number.
 6. Location of the item(s) within the project.
 7. Relation to adjacent structure or materials.
 8. Field dimensions, clearly identified as such.
 9. Applicable specification section numbers.

10. Applicable standards, such as ASTM number and Federal Specification number.
11. Identification of known deviations from the drawings and specification sections.
12. Contractor's stamp, signed, and dated certifying review of submittal, verification of field measurements, and approval for compliance with the drawings and specification sections, and, when applicable, the signature and embossed seal of the Specialty Engineer.
13. Include in submittals a reference to supporting Subcontract drawing.
14. The Engineer will request a re-submittal when any of this minimum information is not included.

1.09 RESUBMISSION REQUIREMENTS:

Resubmittals shall be submitted by the Contractor so as to avoid delays to the project.

- A. Initial Shop Drawings: Shall be revised as required and resubmitted as specified for initial submittal. Changes which are made, other than those requested by the Engineer, shall be so indicated.
- B. New Product Data and Samples: Shall be resubmitted as specified for initial submittal.

1.10 DISTRIBUTION OF SUBMITTALS AFTER REVIEW:

Approved shop drawings and product data bearing the Engineer's stamp and signature will be distributed by the Engineer to the Contractor's field office. The Contractor shall distribute copies to concerned lower tier subcontractors, suppliers, and fabricators; and to concerned members of the Contractor's work force.

1.11 ENGINEER'S DUTIES:

- A. Submittals will be reviewed and marked.
- B. Submittals will be reviewed for conformance to the requirements of the Drawings and Specification sections. Review will not relieve the contractor from his responsibility for the accuracy of the submittals or for the conformity of the submittals to the requirements of the drawings and specification sections.
- C. Review of a separate item will not constitute review of an assembly in which the item functions.

- D. Stamp, date and signature will be affixed, and will certify that the submittal has been reviewed.
- E. The Engineer will return to the Contractor one sepi and one print or one copy of product data within the time frames specified in Article 1.08, SUBMISSION REQUIREMENTS.

PART 2: PRODUCTS

2.01 PRODUCTS:

No products are required except as indicated in PART I: GENERAL.

PART 3: EXECUTION

3.01 EXECUTION:

No execution is required except as indicated in PART I: GENERAL.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 33 30
WORKING DRAWINGS
PART 1: GENERAL

1.01 DESCRIPTION:

This Section specifies the preparation and submission of working drawings and associated calculations required by the specifications sections or to erect temporary structures to facilitate construction.

1.02 WORKING DRAWINGS:

Working drawings shall be identified by reference to drawing page numbers and specification section numbers. Working drawings shall be prepared, seal-stamped, dated and signed by the Contractor's engineer, of the involved discipline, registered as a professional engineer in the State of Florida.

1.03 QUALITY ASSURANCE:

All working drawings shall be prepared to a high standard of quality, and to the satisfaction of the County. Drawing level control shall be established and implemented to ensure documentation is controlled for specified applications on contract.

1.04 ASSOCIATED CALCULATIONS:

Calculations shall be prepared, seal-stamped, dated and signed by the Contractor's engineer, of the involved discipline, registered as a professional engineer in the State of Florida. Calculations shall be identified by reference to Contract Drawing page numbers and specification section numbers.

1.05 CONTRACTOR RESPONSIBILITIES:

Working drawings and associated calculations prepared by any subcontractor shall be reviewed, signed and dated as approved by the Contractor, prior to submission. Each submittal shall be coordinated with the requirements of the work.

- A. Field measurements and field construction criteria shall be verified by the Contractor.
- B. Work, for which working drawings and associated calculations are required, shall not begin until those drawings and calculations bearing the stamp and signature, indicating Contractor Engineer's review, have been received.
- C. Submittals shall not relieve the Contractor of the responsibility for safe and effective design of structures for which the working drawings and associated calculations are submitted. MDC and the Engineer shall in no way be liable to the Contractor and

others for any consequences arising from work described in this section and shall not review and or approve the working drawings.

1.06 SUBMISSION REQUIREMENTS:

- A. Working drawings and associated calculations shall be submitted in sufficient time and not less than 45 days before work represented by those drawings and calculations is scheduled to be performed.
- B. Submittals shall be accompanied by two Transmittal Forms containing the following information:
 - 1. Submittal date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Number of each working drawing and associated calculation submitted.
 - 5. Notification of known deviations from Construction Documents.
 - 6. Other pertinent data.

PART 2: PRODUCTS

2.01 PRODUCTS:

No products are required except as indicated in PART 1: GENERAL.

PART 3: EXECUTION

3.01 EXECUTION:

No execution is required except as indicated in PART 1: GENERAL.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 43 00

QUALITY ASSURANCE REQUIREMENTS

1.0: QUALITY ASSURANCE

The Contractor shall develop an effective Quality Assurance Plan (QAP) for the 40 Foot Electric Buses Charging Stations Project to assure adequate quality throughout all phases of the Contract Work and shall describe the methods used and means employed for the implementation of the plan. The Contractor's QAP shall, at minimum contain the fifteen (15) quality elements of the FTA Quality Management System (QMS) Guidelines (FTA-PA-27-5194-12.1) as revised. The QAP shall ensure compliance with the requirements of the contract documents within the Contractor's, subcontractor's and supplier's organizations.

The FTA QMS Guidelines web link is provided to the Contractor as a reference document to assist with the preparation and approval of the QAP which is located at the following link:

http://www.fta.dot.gov/FINAL_FTA_QMS_Guidelines_December_2012.pdf.

Refer to Chapter 2 on page 2-1 of the guidelines link for the details on the fifteen (15) quality elements that need to be included in the QAP as specified above. In addition to the link on the FTA QMS Guidelines, a QAP template shall be attached to the contract documents for further guidance in the development of the Contractors QAP.

2.0: ORGANIZATION

- 2.1 Personnel performing Quality Assurance/Quality Control (QA/QC) functions shall have sufficient, well-defined responsibility, authority and the organizational freedom to identify and evaluate quality problems, and to initiate, recommend or provide solutions.
- 2.2 The Contractor's QAP shall be subject to MDT's verification at any time. Verification may include but not be limited to:
 1. Surveillance of the operations.
 2. Auditing of records and activities.
 3. Inspection to measure quality of items and/or works to ensure compliance with requirements.
 4. Review of Quality Records to ensure proper records keeping of activities affecting quality. These records shall be available for review by MDT at any time.

3.0: APPLICABILITY

The responsibility for providing QA/QC disciplines to verify that the work is performed in accordance with the Contract document rests with the Contractor. The Contractor's QAP shall be used to control quality throughout the duration of the project. Any inspections, audits or tests provided by MDT or designee shall not relieve the Contractor of the responsibility of providing work that strictly complies with the Contract requirements.

4.0: REQUIREMENTS

The Contractor's QAP shall be in-line with the FTA QMS Guidelines (FTA-PA-27-5194-12.1) and shall also include:

4.1 An organizational chart indicating lines of authority and reporting relationship including QA/QC personnel.

4.2 Detailed Quality Procedures and Inspection Forms.

1. The QAP and associated quality procedures and inspection forms should be submitted to MDT five (5) days after Notice to Proceed (NTP) for review and approval.

Note: All work undertaken by the Contractor before the approval of the Contractor's QAP by MDT QAD will be at the Contractor's risk and expense.

4.3 Records for all material tests, audits, and inspections performed, including data on conforming as well as nonconforming items shall be maintained by the Contractor at the job site current, up to date, and available for MDT inspection at any time throughout the contract work.

4.4 The Contractor's Daily Inspection Reports (DIR) is required by this Section and shall be available for review by MDT.

4.5 Test Records and Calibration Identification status of testing equipment required for the project shall be maintained by the Contractor and available for inspection by MDT at any time throughout the contract work.

5.0: NONCONFORMANCE AND REPAIR ACTION

5.1 The Contractor shall maintain an effective system for controlling nonconforming material, including procedures for its identification, segregation, and disposition.

5.2 All nonconforming material shall be positively identified to prevent unauthorized use, shipment, or intermingling with conforming material. Disposition for the use or repair of nonconforming material shall require the approval of MDT.

5.3 The Contractor shall be responsible for all costs associated with the removal of components and/or devices, the shipping charges to and from the Contractor's facilities and the costs associated with their reinstallation and/or repair.

END OF SECTION

PROJECT QUALITY ASSURANCE PLAN

PROJECT TITLE

PROJECT/CONTRACT NUMBER

COMPANY NAME

REVISION DATE

COMPANY NAME: _____

Revision Date: mm/dd/yyyy

PROJECT QUALITY ASSURANCE PLAN

SIGNATURE SHEET

This Quality Assurance Plan dated (*input revision date identified on page 1*):
_____ was prepared or revised in accordance with the project/contract requirements.

Prepared by (Quality Representative Signature): _____ Date: _____

Approved by (Project Manager Signature): _____ Date: _____

PROJECT QUALITY ASSURANCE PLAN

REVISION LOG

Any changes to this document will be re-submitted for review and approval by Miami-Dade County (MDC).

REVISION DATE	AFFECTED PAGES	REASON FOR CHANGE
<i>SAME DATE AS IDENTIFIED ON PAGE 1:</i>	<i>ALL PAGES</i>	<i>INITIAL ISSUE</i>

PROJECT QUALITY ASSURANCE PLAN

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PROJECT QUALITY ASSURANCE PLAN

1. MANAGEMENT RESPONSIBILITY

The successful implementation of this Quality Assurance Plan (QAP) for this project rests on the level of commitment by top management that ensures that the quality elements are understood, implemented and maintained throughout all phases of the project.

Contractor input:

STATEMENT OF COMMITMENT to QUALITY:

(Input quality statement)

_____ (Approved by highest level of management) DATE: _____

In this section, identify management's commitment to quality, and ensure that the commitment is understood, implemented, and maintained. Personnel assigned to this project shall be identified in an organizational chart format. Those personnel responsible for assuring quality must be independent of those having direct responsibility for the work being performed:

ORGANIZATIONAL CHART

(Insert the company's organizational chart)

COMPANY NAME: _____

Revision Date: mm/dd/yyyy

PROJECT QUALITY ASSURANCE PLAN

Roles & Responsibilities: Include in this section assigned personnel duties and responsibilities within this project that are identified in the organizational chart.

Contractor input:

In this section, document the roles and responsibilities of key personnel (by functional position only) assigned to the project:

Example Positions:

Project Manager:

Quality Assurance Representative:

Inspection Personnel:

PROJECT QUALITY ASSURANCE PLAN

2. Documented Quality Management System (QMS)

The Quality Assurance Plan (QAP) applies to all quality activities performed under the contract. In order to ensure continued adherence to the standard practices, procedures and policies established for the project, periodic reviews, revisions, and redistribution of this QAP shall be performed.

Documentation records testifying to the satisfactory execution of the required activities for the project (i.e. construction, inspections, & testing) are readily available and delivered to authorized personnel as directed. An integral part of this project is the list of instructions, procedures, drawings, specifications, inspection test reports, and quality assurance reports to be prepared, submitted, or made available for review or approval, in accordance with contract requirements.

Contractor input:

In this section, document the method of ensuring that all key documents are developed, reviewed and updated. Also, any plan or procedure should include a statement of purpose, scope, and should contain any references to applicable codes, standards, or specifications to ensure compliance to contract requirements.

PROJECT QUALITY ASSURANCE PLAN

3. Design Control: (if applicable)

Note: If the design process does not apply, you may put “N/A” in this section.

The Contractor shall establish and maintain QA/QC procedures to control and verify the design in order to ensure that the design criteria, technical and relevant regulatory requirements are in compliance with Contract Documents and FTA guidelines for this project. Design control includes ensuring that the design requirements are understood, planned, verified, executed and that changes are reviewed and approved throughout the design process and project completion as applicable. The Final Design establishes criteria for the inspection and testing on items that affect safety, reliability, service life, and ADA requirements.

Contractor input:

In this section, document the design process, including quality control reviews for assuring design integrity is established throughout all phases of development, and what methods will be used to control the design within the key elements identified below:

Note: Key elements of the design process include, but not limited to:

- Design Planning:
- Design Input:
- Design Output:
- Design Verification:
- Design Validation:
- Design Changes:

PROJECT QUALITY ASSURANCE PLAN

4. Document Control

Procedures shall be established and maintained for the control of project documents and data. Quality procedures shall describe methods for review and approval of project documents by authorized personnel, distribution and storage of documents, correction and deletion of documents, and control of changes to these documents. These controls are required to be implemented in order to provide project participants and organizations with access to the latest version of each document.

Contractor input:

In this section, identify which documents will be controlled and the process to ensure that they are maintained and current throughout the project:

Example of Documents:

- *Contractors Project Quality Assurance Plan (QAP)*
- *Contractors Inspection Procedures.*
- *Contract Documents.*
- *Drawings*

PROJECT QUALITY ASSURANCE PLAN

5. Purchasing (If applicable)

Note: If the purchasing process does not apply, you may put “N/A” in this section

Procedures shall be established and maintained to ensure that purchased services or products conform to specified technical requirements. Purchasing requirements apply to all Contractors and Suppliers.

Receiving Inspection

The receiving inspection of all materials will be performed by the Contractor’s QA/QC staff at their facility in accordance with approved Contractor’s QAP. The Contractor’s QAP shall provide methods to control and ensure that all materials received are properly inspected. Any nonconforming materials shall be identified.

Approved Supplier List

The Contractor shall develop and maintain an approved Supplier list available for review and approval.

Contractor input:

In this section, document the purchasing process and how all products are received, inspected and maintained:

PROJECT QUALITY ASSURANCE PLAN

6. Product Identification and Traceability (If applicable)

Note: If the product identification and traceability process does not apply, you may put “N/A” in this section.

The purpose of product identification and traceability is to ensure the control of materials, parts, components, equipment, and products, and the identification and traceability of these materials to prevent the use of incorrect or defective items. They also ensure that only correct and acceptable items are used or installed. These requirements apply to all materials, parts, components, equipment, and products, including partially fabricated or assembled components, produced for incorporation into the project.

Identification

All materials, supplies, and components that are intended for use in this Project shall be identified from the time of initial fabrication, or receipt, up to and including installation or end use. Items shall be identified by positive markings and/or certifications. They shall be segregated and/or stored with identification data to ensure control and proper identification as applicable.

Item identification methods include use of physical markings. If physical markings are either impractical or insufficient, other appropriate means of identification such as physical separation, container labels, barcodes or tags shall be employed.

Traceability

Item identification methods ensure that traceability is established and maintained in a manner that allows an item to be traced to applicable drawings, specifications, or other documents during all stages of production, delivery, and installation or end use.

Contractor input:

In this section, document how materials, components, equipment, and products will be identified:

PROJECT QUALITY ASSURANCE PLAN

7. Process Control

The Contractor shall identify and plan the installation and/or construction processes that directly affect quality and ensure these processes are performed under controlled conditions. Controlled conditions shall include the following:

- Qualifications requirements for personnel.
- Implementing documents defining the manner of design and/or construction process.
- Use of suitable products for design and/or construction equipment, and a suitable working environment.
- Compliance with reference standards/codes, quality plans, and/or documented procedures.
- Monitoring and control of suitable process parameters and product characteristics.

A major issue in process control is to ensure that work is performed in the proper sequence.

Contractor input:

In this section, document how the process will be controlled:

PROJECT QUALITY ASSURANCE PLAN

8. Inspection and Testing

Activities affecting quality shall be inspected and documented by experienced personnel who are independent of those performing the work. Inspections and tests shall be performed in accordance with approved documents to determine that contract activities meet the established requirements of the specifications.

Contractor input:

In this section, identify the types of inspections/testing to be performed and the procedures/forms to be used to perform the inspections and/or testing:

PROJECT QUALITY ASSURANCE PLAN

9 Inspection, Measuring, and Test Equipment

All equipment used in the inspection or testing process shall be identified, calibrated, and maintained under controlled conditions. Provisions shall be established for scheduled re-calibration. Such equipment shall meet the National Institute of Standards and Technology (NIST) standards of accuracy for the measurements and tests required.

Contractor input:

In this section, document which inspection and test equipment will be identified, calibrated and maintained to ensure accuracy of the inspections and testing as required. Also, identify the calibration intervals or frequency for each equipment that is subject to calibration:

PROJECT QUALITY ASSURANCE PLAN

10 Inspection and Test Status

A means should be provided for identifying the inspection and test status of the work during the installation process. The purpose of this is to ensure that only work that has passed the required inspections and tests is accepted.

The test and inspection status should be identified by means of markings, stamps, tags, labels, routing cards, inspection records, test software, physical location, or other suitable means.

Contractor input:

In this section, document the method to be used to identify the inspection and testing status on the work to be performed:

PROJECT QUALITY ASSURANCE PLAN

11 Nonconformance

Where practicable, nonconforming items should be segregated. When segregation is not possible, nonconforming items should be clearly identified as such. Those activities affected by the nonconforming work should be notified. Nonconforming work should be identified, documented, and evaluated to determine appropriate disposition.

Contractor input:

In this section, document the method to be used to identify, document, evaluate and address nonconforming products. It is highly recommended that a "log of nonconformances" is kept and that it includes the corrective actions to address the nonconformances:

PROJECT QUALITY ASSURANCE PLAN

12 Corrective Action

The corrective action plans should include the investigation of the root cause of any nonconforming work and the preventive action needed to prevent recurrence.

Contractor input:

In this section, document the method to be used to implement a corrective action plan to address all nonconformances. It's highly recommended that a log be kept to track all nonconformances and the proposed corrective action plans as necessary:

PROJECT QUALITY ASSURANCE PLAN

13 Quality Records

Procedures should be established and maintained for all quality records. These procedures should identify which records should be kept, responsibility for production and collection, and responsibility for indexing, filing, storage, maintenance, and disposition of all quality records.

Contractor input:

In this section, identify which quality records will be controlled and the process to ensure that they are maintained, stored and dispositions appropriately:

Example of Quality Records:

- *Inspection Reports*
- *Test Data*
- *Calibration Records*
- *Nonconformance Reports*
- *Corrective Action Reports*
- *Audit Reports*
- *Training Records*
- *Product Certification*

PROJECT QUALITY ASSURANCE PLAN

14 Quality Audits (if applicable)

Note: If quality audits does not apply, you may put “N/A” in this section

Quality audits are not the same as financial audits. A quality audit program should be established to ensure that the elements of the contractor’s quality program are functioning as intended.

Quality audits should be performed by the Contractor’s qualified quality personnel, and should be independent, scheduled, and performed to standards and/or checklists. A final report that identifies the audit results should be generated, distributed, and a log developed to track both the findings and corrective action plans.

Contractor input:

In this section, document the audit program that should include an audit schedule, the activities to be audited and how the contractor will address the audit findings:

PROJECT QUALITY ASSURANCE PLAN

15 TRAINING

The contractor should establish and maintain procedures for identifying the training needs and provide for the training of all personnel performing the activities affecting quality.

Records of the training and evaluations should be maintained. A training matrix can be used as an effective tool for determining which personnel require what type of training.

Contractor input:

In this section, document the training program, personnel qualification and any certification needed as necessary:

PROJECT QUALITY ASSURANCE PLAN

APPENDICES

Contractor input:

In this section, the Contractor may include any references, procedures, process flow charts, forms and acronyms/definitions that apply to this project:

SECTION 01 45 23

TESTING LABORATORY SERVICES

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED: "All tests required to be performed by the Contractor, shall be made at the expense of the Contractor." It is the responsibility of the Contractor to pay for MDC's independent Testing Laboratory to perform the required testing. The Contractor will ensure all material test reports supplied by the Testing Laboratory are complete, accurate, and document acceptable test results for all material samples selected and tested.

- A. The Contractor shall cooperate with the laboratory to facilitate the execution of the Laboratory required services.
- B. Employment of a laboratory by MDC shall in no way relieve the Contractor of its obligation to perform the Work.

1.02 SCOPE OF WORK:

The Independent Testing Laboratory shall perform all tests required by the Contract Documents, applicable codes, Manufacture's recommendations, governing laws, rules and regulations and those tests required for approvals by public agencies and authorities.

1.03 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY:

- A. The Laboratory is not authorized to:
 - (1) Release, revoke, alter or enlarge on the requirements of the Contract Documents.
 - (2) Approve or accept any portion of the Work.
 - (3) Perform any duties of the Contractor.

1.04 CONTRACTOR'S RESPONSIBILITIES:

- A. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - (1) When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- B. Cooperate with laboratory personnel; provide access to Work, and to Manufacturer's operations.

- C. Secure and deliver to laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- D. Provide to the Engineer a preliminary design mix proposed to be used for concrete, and other materials mixes which require control by testing laboratory as specified in the Contract.
- E. Furnish incidental labor and facilities:
 - (1) To provide access to Work to be tested.
 - (2) To obtain and handle samples at Project site or at source of product to be tested.
 - (3) To facilitate inspections and tests.
 - (4) For storage and curing of test samples.
- F. The Contractor shall review all material test reports received from the Testing Laboratory for completion of testing data with acceptable test results for material samples selected and tested. Ensure that any failures recorded in the test reports are resolved by appropriate methods to assure testing compliance with the contract documents.
- G. The Contractor shall maintain at the job site and throughout the construction project, records for all material samples selected with results by the Testing Laboratory for quality control verification of final test results received from the laboratory. A record control system shall be established for the review, maintenance and filing of all Testing Laboratory Reports received during the construction phase.
- H. Employ and pay for services of a separate, equally qualified independent testing laboratory (approved by MDT) to perform additional inspections, sampling and testing required:
 - (1) For Contractor's convenience.
 - (2) When initial tests by MDC's testing Laboratory indicate Work does not comply with Contract Documents and the Contractor wants a second opinion.
- I. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.
- J. Pay for removal costs of rejected materials, reinstallation of new materials and the costs of other corrective action.

PART 2: PRODUCTS

No Product required.

PROJECT NO. CIP 147

TESTING LABORATORY SERVICES

01 45 23-2

PART 3: EXECUTION

See PART 1.

PART 4: MEASUREMENT AND PAYMENT

The work of MDC's Testing Laboratory will be paid by Contractor unless additional costs are incurred by the Laboratory due to the MDC's request.

END OF SECTION

SECTION 01 52 00

TEMPORARY FACILITIES

PART 1: GENERAL

- 1.01 DESCRIPTION: This Section specifies furnishing, installing, operating, maintaining and removing temporary facilities required for the prosecution of the work.
- 1.02 QUALITY ASSURANCE:
- A. Temporary electrical power and lighting shall be provided in accordance with the applicable requirements of OSHA, Part 1926, Safety and health Regulations for Construction and installed in accordance with the NEC and all other applicable local and National Codes.
 - B. Temporary Sanitary Facilities, first aid services and fire protection shall be provided in accordance with the applicable requirements of OSHA, Part 1926, Safety and Health Regulations for Construction.

PART 2: PRODUCTS

- 2.01 ELECTRICAL MATERIALS: As required, UL listed.
- 2.02 SANITARY FACILITIES: As required.
- 2.03 FIRST AID SERVICES:
- A. Supplies: Not less than one 16-unit first aid kit for each 50 persons, or fraction thereof, employed at the Work site.
 - B. Personnel: Not less than one certified person for each 50 persons, or fraction thereof, employed at the Work site. Provide each member of the first aid staff with a hard hat with the first aid emblem affixed to the rear of the hat. First aid personnel may be assigned other duties not interfering with their duties as first aid personnel.
- 2.04 FIRE PROTECTION MATERIALS: As required.
- 2.05 PROJECT SIGN
- A. Project signs to be supplied by MDC. The signs are to be picked-up by the contractor at a location designated by the Engineer.

PART 3: EXECUTION

3.01 ELECTRICAL POWER AND LIGHTING:

- A. Locate and arrange electrical components so that they will not interfere with operations. Adequately support and protect from damage.
- B. Maintain system in an operable condition. Promptly replace burned-out lamps, damaged conduits, defective wiring and other nonoperating or defective components.
- C. Remove temporary electrical power and lighting systems when the permanent electrical power and lighting systems have been approved for use in place of the temporary systems.

3.02 SANITARY FACILITIES:

- A. Locate the facilities in a manner and at locations to remain accessible, functional and secluded from public observation, insofar as practicable to do so. Relocate portions of the facilities as required as the activity center of the construction advances.
- B. Anchor portable facilities to prevent dislocation.
- C. Service toilet facilities as often as necessary to prevent accumulation of wastes and unsanitary conditions. In no event shall toilet facilities be serviced less frequently than twice each seven days.
- D. Permanent sanitary facilities constructed as a part of the Work shall not be used as temporary facilities. Evidence of use of permanent sanitary facilities by construction personnel shall constitute reason for rejection of such facilities.

3.03 FIRST AID FACILITIES:

- A. Instruct construction personnel as to the location of the first aid facilities.
- B. Check first aid kits at least weekly and replace expended items.

3.04 FIRE PROTECTION: Locate the system in a manner and at locations to remain accessible, functional and readily identifiable during the entire period of construction. Relocate portions of the system as required when the activity center of the construction advances. Instruct construction personnel as to the location and proper use of each item of the temporary fire protection system.

3.05 PROJECT SIGNS:

- A. Install, maintain and remove temporary project signs as indicated by the Engineer.
- B. Anchor signs in a manner so as to prevent destruction and overturning due to high winds.
- C. Install temporary project signs at the locations indicated by the Engineer. Maintain signs in a neat and clean condition. Remove and replace damaged or deteriorated signs.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 56 23

TEMPORARY BARRIERS

PART 1: GENERAL

- 1.01 DESCRIPTION: This Section specifies furnishing, installation maintenance, relocation and removal of temporary pedestrian barricades.

PART 2: PRODUCTS

- 2.01 MATERIALS: Temporary pedestrian barricades, as approved by the Engineer.

PART 3: EXECUTION

- 3.01 Submit plan showing number and location of the pedestrian barricades for approval by the Engineer.
- 3.02 Contractor is to assure no public access inside of traffic barricades

PART 4: MEASUREMENT AND PAYMENT

- 4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment

- 4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 58 13
PROJECT CONSTRUCTION SIGNS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Pick up signs from the MDC GSA Graphics sub-contractor
- B. Transport signs to the site and erect them on a moveable pressure-treated wooden frame as directed by the Engineer.

1.2 QUALITY ASSURANCE

Signs shall be as manufactured by the MDC GSA Graphics sub-contractor.

1.3 JOB CONDITIONS

Signs shall be erected on a pressure-treated wooden frame as directed by the Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 MAINTENANCE

Maintain signs in a neat and clean condition. Repaint surfaces which exhibit flaking and cracking. Repair or remove and replace damaged or deteriorated signs.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 71 13

MOBILIZATION

PART 1: GENERAL

1.01 DESCRIPTION: This Section specifies the mobilization of the construction equipment at the worksites for material and supplies necessary for the prosecution of the Work, but not to be incorporated in the work; for temporary storage of equipment and material at the site and for demobilization of the construction equipment. Mobilization also includes the following:

A. Costs of bonds and insurance required by the Contract Documents.

1.02 SUBMITTALS: Submit within seven days after the effective date of Notice to Proceed, a layout of the proposed construction plan site including fences, parking, and storage areas.

PART 2: PRODUCTS

2.01 EQUIPMENT: Construction equipment shall be of the capacity, type, quality, function and in the quantity necessary for the timely prosecution of the Work.

PART 3: EXECUTION

3.01 GENERAL: Construction equipment, material, supplies, and other items necessary for mobilization shall be available at the Work site at the times they are to be built, used, installed or operated.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will be separately measured for payment.

4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor responsibility: All cutting, fitting and patching, required to complete the work to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions for the work to provide for the installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Remove routine penetrations of non-structural surfaces for installation of piping and electrical conduits.

1.02 SUBMITALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project.
 - 3. Integrity or effectiveness of weather-exposed or moisture resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Include with each request:
 - 1. Identification of the Project.

2. Description of affected work.
 3. The necessity for cutting alteration or excavation.
 4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
 5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of Work or the schedule indicate a change of Products from original installation, submit request for substitution.
- D. Submit written notice to the Engineer designating the date the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspection existing conditions of Project, including elements subject to damage or movement during cutting or patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.

- C. Report unsatisfactory or questionable conditions to Architect in Writing; do not proceed with work until the Engineer has provided further instruction.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations far from water.

3.05 PERFORMANCE

- A. Executive cutting and demolition by methods which will prevent damage to other work, and which will provide proper surfaces to receive installation of repairs.
- B. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- D. Restore work which has been cut or removed, install new products to provide complete work in accord with requirements of Contract Documents.
- E. Fit work airtight to pipes, sleeves, ducts, conduit and other penetration through surfaces.

F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.
2. For an assembly, refinish entire unit.

PART 4 – MEASUREMENT AND PAYMENT

4.01 Measurement :

Work under this Section will not be separately measured for payment

4.02 Payment :

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 74 00

CLEANING

PART 1: GENERAL

- 1.01 DESCRIPTION: This Section specifies the maintenance of the work site in a clean, orderly hazard-free condition.
- 1.02 QUALITY ASSURANCE:
- A. Conduct cleaning and disposal operations in accordance with local ordinances and anti-pollution laws. Rubbish, volatile wastes, and other construction wastes shall be neither burned nor buried on the work site, and shall not be disposed of into storm drains, sanitary drains, streams or other waterways.
 - B. Final cleaning shall be accomplished either by workmen experienced in cleaning operations or by professional cleansers.

PART 2: PRODUCTS

- 2.01 CLEANING MATERIALS: Cleaning materials shall be as recommended by the manufacturer of the surface to be cleaned.

PART 3: EXECUTION

- 3.01 SAFETY REQUIREMENTS:
- A. Maintain work site in accordance with local ordinances and anti-pollution laws applicable to work site cleanliness, and in a neat, orderly and hazard-free condition until final acceptance of the work. Catwalks, accessible underground structures, work site sidewalks and walkways adjacent to the work site shall be kept free from hazards caused by construction activities.
 - B. No volatile substances are to be used on the job site.
 - C. Prevent accumulation of waste, which creates hazardous conditions.
 - D. Artificially ventilate spaces, which are not naturally ventilated when noxious substances are being used in those spaces.
- 3.02 INTERIM CLEANING:
- A. Perform cleaning every workday for duration of the work.. Structures, ground, and areas of the work site and public and private properties shall be maintained free from

accumulations of waste materials and rubbish caused by construction operations on the work site. Waste material will be removed from the work site daily.

- B. Remove or secure loose material on open decks and on other exposed surfaces at end of each day's work or more often to maintain work site in hazard-free condition. Prevent dislodgment of materials due to wind and other forces.
- C. Empty on-site waste containers whenever necessary so that trash overflow does not occur. Legally dispose of contents at either public or private dumping areas.
- D. Control the handling of materials, debris and rubbish; do not drop or throw from heights.
- E. Immediately remove spillage's of construction-related materials from hauling routes.
- F. Perform cleaning operations dust and other contaminants resulting from cleaning processes will not fall on structures or pedestrian traffic below.

3.03 FINAL CLEANING:

- A. In preparation for substantial completion, conduct final inspection of exposed interior and exterior surfaces and of concealed spaces.
- B. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from finished surfaces.
- C. Maintain cleaning operations until project has been finally accepted.
- D. All skylights shall be professionally cleaned on both interior and exterior.

3.04 DAMAGE TO EXISTING FINISHES:

- A. Repair any concrete damaged.
- B. Repaint to match existing areas of damaged paint due to Contractors operation.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 78 00

CONTRACT CLOSE-OUT

PART 1: GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Substantial Completion shall be determined in accordance with the contract documents and this Section. Should a conflict arise between the General Conditions and this Section, the General Conditions shall take precedence.

1.02 FINAL CONSTRUCTION REVIEW

- A. When Contractor considers work is complete, he shall submit a written certification that work is acceptable and that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been reviewed for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Engineer and are safe for operation.
 - 5. Work is completed and ready for final Construction Review.
- B. The Engineer will make a Construction Review to verify status of completion with reasonable promptness after receipt of such certification.
- C. Failure of the Engineer to Reject Work During Construction: If, during construction operations or during inspections for substantial or final completion, the Engineer should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Owner to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

1.03 CONTRACTOR'S CLOSE-OUT SUBMITTALS

- A. Upon receipt of notice of acceptability from the Engineer, the Contractor shall furnish evidence of compliance with requirements of governing authorities and Contract Documents to the Engineer, as follows:
 - 1. As-built drawings and other project record Documents: As specified in Section 01 78 39.

2. Operating and Maintenance Data, Instructions to Owners Personnel: As specified and in accordance with the requirements of the individual Sections of the Specifications.
3. Warranties and Bonds: As specified in Section 01 78 33 and in accordance with the requirements of the individual Sections of the Specifications.
4. Spare parts and Maintenance Materials: To requirements of various Sections.
5. Evidence of Payment to subcontractors, material men and equipment suppliers and releases of liens.

1.04 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Final Payment shall be determined in accordance with Article 35 of the General Conditions.

1.05 FINAL CHANGE ORDER

- A. The Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

PART 2: PRODUCTS

2.01 PRODUCTS:

No products are required except as indicated in PART 1: GENERAL.

PART 3: EXECUTION

3.01 EXECUTION:

Prior to final payment, the Contractor shall complete and execute the Close-Out forms in Attachment "B" to the General Conditions.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1: GENERAL

1.01 DESCRIPTION OF WORK

- A. The warranties provided by the Contractor shall be for the longest period, starting on the date of final acceptance, of those specified on paragraphs 1-01 A., 1 through 3 below:
1. Three years from final acceptance on all the work as specified in the General Conditions, or;
 2. Warranty period(s) as specified by the approved material or equipment manufacturers, or;
 3. Longer warranty period(s) as specified in the Technical Specifications.
- B. The Contractor shall provide certifications and other commitments, extended warranties and agreements for continuing services as specified elsewhere in the Contract Documents.
- C. Reinstated warranty as applicable, see 1-04, B.

1.02 DISCLAIMERS AND LIMITATIONS

Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.03 DEFINITIONS

Standard product warranties are reprinted written warranties published by the individual manufacturers for particular products and are specially endorsed by the manufacturer to the Owner.

1.04 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner Recourse: Written warranties made to the owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
- E. Contractor shall provide a written guarantee, to the owner, that proprietary parts and oil absorption material or their generic equal will be made available to the owner at least for 10 years from the date of the system start-up.
- F. Rejection of Warranties: The COUNTY reserves the right to reject warranties and to limit selections to products with acceptable warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.
- G. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- H. All warranties including standard three years warranty, shall start at date of substantial completion of the Contract, or when work of an area is substantially completed, accepted and taken over for use by the Owner. Ensure that all warranties comply with this stipulation prior to submission of same.
- I. The Owner will give prompt notice in writing to the Contractor of any defects noted during the warranty periods requesting him to promptly remedy such defects.
- J. Prior to final acceptance, the Contractor shall formally assign to the Owner all extended warranties given by subcontractors for their work on the project, and such subcontractor shall be formally advised of the assignment.

1.05 SUBMITTALS

- A. Submit written warranties to the Engineer prior to the date of the final acceptance inspection

- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Engineer for approval prior to final execution.
- C. Submit a list of all warranty items within 90 days after notice to proceed. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of specific warranties.
- D. Prior to final acceptance compile two copies of each required warranty, and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual, and submit under Section 01 78 39 Project Record Documents.
- E. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 inch by 11 inch paper.
- F. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
- G. Identify each binder on the front and the spine with the typed or printed title, "WARRANTIES AND BONDS", the project title or name, and the name of the Contractor.
- H. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2: PRODUCTS

2.01 PRODUCTS:

No products are required except as indicated in PART 1: GENERAL.

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1: GENERAL

1.01 DESCRIPTION

This Section specifies the maintaining, marking, recording and submitting of project record documents.

A. DEFINITIONS:

Conformed Contract Documents: The conformed documents provided to the Contractor at the time the construction contract was executed, prior to the start of construction.

Contractor Document Transmittal (CDT): Drawings, catalog cuts, samples or other documents submitted by the contractor for County and consultant review and approval showing in detail how the contractor proposes to carry out the work.

As-Builts: During construction, two set of conformed drawings and specifications, kept current by marking in red all "as-built" construction conditions and changes arising out of RFIs, clarifications, directed field changes and sketches. At the conclusion of construction activities, the information contained in these blue lines and specifications shall be incorporated into the Compact Disk (CD) containing the latest conformed drawings including revisions made by the Engineer of Record during construction. Prior to Contract completion, MDC will provide the Contractor with a CD containing the latest conformed drawings. (Changes to specifications are typically only effected through change orders. However, in some occasions clarifications may require a modification to the specifications). The revised CADD drawings which include the information incorporated from the drawings and specifications become As-Builts.

Shop Drawings: See Contractor Document Transmittals.

1.02 SUBMITTALS

Upon completion of the work, the Contractor shall submit the As-Builts to the Engineer in time to be used for the final inspection and acceptance and for verification by the Engineer. Availability of As-Builts shall be prerequisite to scheduling a final inspection of this Contract. Non-availability of As-Builts or inaccuracies therein may be grounds for cancellation and postponement of any scheduled final inspection by the Engineer until such time as the discrepancy has been corrected. Upon completion of the work, the As-Builts shall become the property of MDC. The Contractor will

transmit the As-Builts to the Resident Engineer with an attached Project Records “As-Built” Drawings Index Form uniquely identifying and describing each document.

Specifically, the following documents shall be submitted by the Contractor after construction is completed, but prior to submitting the request for final inspection:

- A. The Contractor shall submit two CDs labeled “As-Builts,” one in PDF format and the other in CADD format. The Contractor shall date and mark each drawing as “As-Built” using the revision block, and each drawing should be electronically signed by the Contractor certifying the accuracy and validity of the information contained therein. The Contractor shall also submit two printouts from the CD containing the As-Builts, and one set of blue lines and specifications to reflect change notices, change orders, requests for information and field changes in red. The information regarding field conditions/changes is to be maintained in the set of blue line record drawings and a set of specifications during construction. Prior to Contract completion, MDC will provide the Contractor with a CD containing the latest conformed drawings, including revisions made by the Engineer of Record. At the end of construction the “as-built” conditions are incorporated into the latest conformed drawings provided by MDC. These final CADD drawings become As-Builts.
- B. The Contractor’s Engineer shall sign each blue line drawing certifying the accuracy and validity of the as-built information contained therein.

1.03 QUALITY ASSURANCE

Project record documents shall conform to a high standard of quality, similar to that set forth in the National CADD Standard ANSI and ISO, or other relevant lower tier specification defining drafting quality and electronic file formatting.

PART 2: PRODUCTS

2.01 PRODUCTS:

No products are required except as indicated in PART 1: GENERAL.

PART 3: EXECUTION

3.01 ACCESS TO AND RETENTION OF DOCUMENTS

The Contractor shall provide Miami-Dade County, and any of its authorized representatives, subject to entering into Non-Disclosure Agreements, access to any work, books, documents, papers and records of the Contractor which pertain or relate to this Agreement or the Work for the purposes of making audits, examinations,

excerpts and/or transcriptions during the performance of the Work and for a period of four (4) years after the date of the issuance of the Acceptance Certificate, except in the event of litigation or settlement of claims regarding or arising from the performance of this Agreement or the Work, in which case the Contractor shall maintain all such documents until all such litigation or settlement of claims have been fully completed and all appeals or exceptions exhausted.

3.02 MAINTENANCE OF DOCUMENTS:

The Contractor shall maintain at field office, one copy of each of the following:

- A. Contract Documents
 - 1. Conformed Contract Drawings and Conformed Specifications.
 - 2. Construction Safety Manual.
 - 3. Change Orders, Change Notices and other modifications to the Contract.
 - 4. Engineer Field Order or written instruction.
 - 5. Approved shop drawings, product data and samples.
 - 6. Field test reports/records.
 - 7. Updated set of record drawings (blue lines) marked in red to show field changes.
 - 8. Request for information (RFI).
 - 9. All directed Field Changes and sketches.
- B. Equal Employment and Affirmative Action Records.

3.03 RECORDING "AS-BUILT" DRAWINGS

A flowchart explaining this process is included with this section.

- A. Record information concurrently with construction progress on a conformed set of blue lines and specifications. During construction, this set of blue lines and specifications are known as "As-Built" drawings.
- B. Do not conceal any work until the required information is recorded.
- C. Drawings: legibly mark in red to record actual construction depicting the as-constructed configurations resulting from field and/or design changes:
 - 1. Horizontal and vertical location of underground utilities and appurtenances, referenced by dimensions to permanent, visible and accessible features of the structure.

2. Location of internal utilities, electrical conduits and appurtenances, referenced by dimensions to permanent, visible and accessible features of the structure.
 3. Field changes of dimension and detail.
 4. Details not on original conformed Contract Drawings.
 5. Changes made by Change Notice or by Change Order.
- D. Legibly mark up each section of specifications to record:
1. Manufacturer, trade name, catalogue number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Change Notice or by Change Order.
- E. Any changes due to RFIs, clarifications and field sketches shall be incorporated into the record drawings by affixing sketches and other 8 1/2" x 11" sheets to the blue lines. This information will be incorporated into the CD containing the latest conformed drawings once construction is complete.
- F. Do not use the record drawing set for construction progress purposes.

3.04 DOCUMENT MAINTENANCE:

- A. Provide files and racks for storage of documents to maintain in clean, dry and legible condition.
- B. Do not use record documents for construction purposes.
- C. Make documents available for inspection by the Engineer, MDC, Federal Government and State Government.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

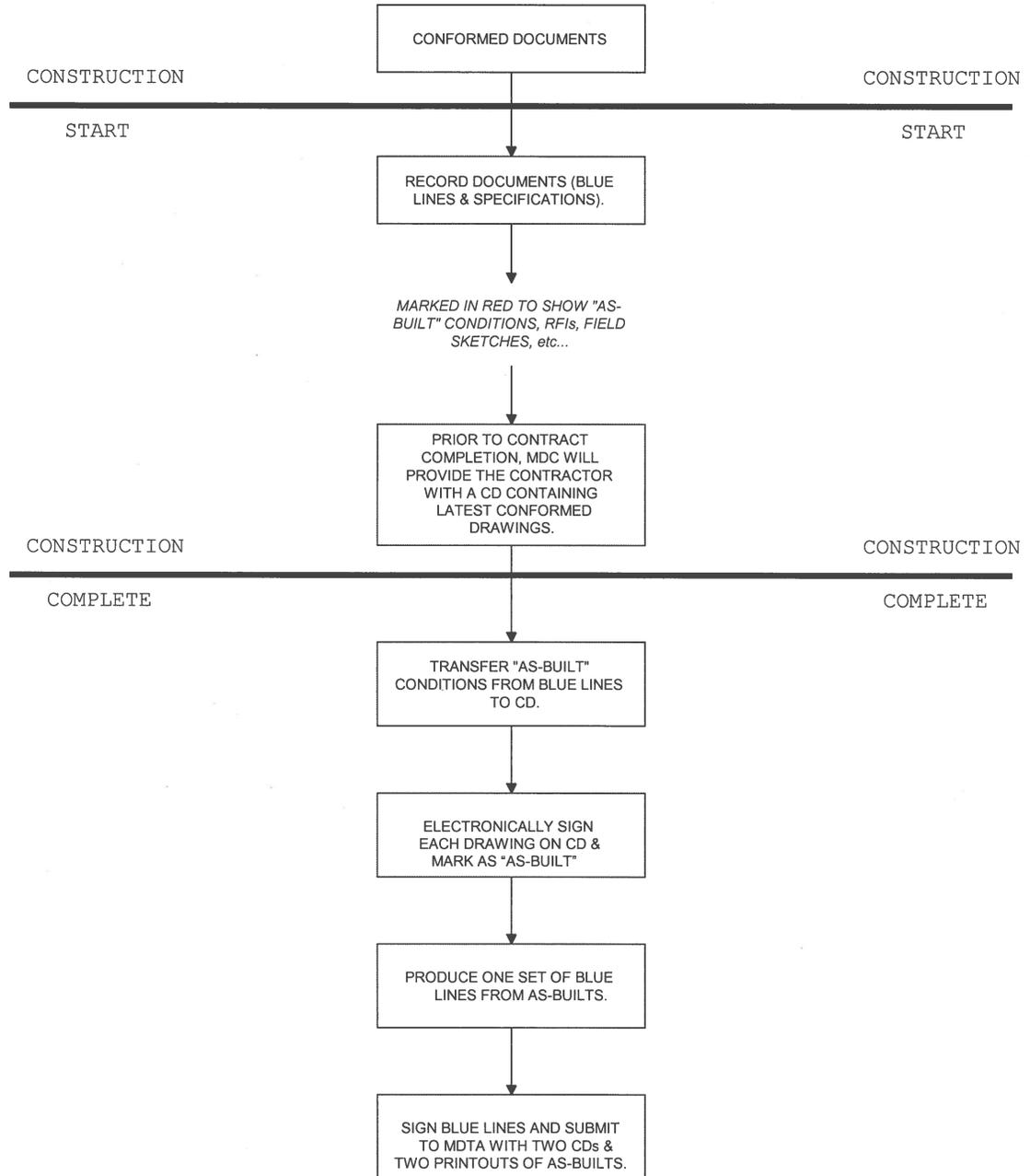
Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

Work under this Section will be paid for as part of the pay item unit price requiring the work specified in this section.

END OF SECTION

PROJECT RECORD DOCUMENTS



01720R2.vsd, 6-20-95

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AND

CHARGING STATIONS

Project No.: CIP 147

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10. U.S. Department of Homeland Security’s E-Verify
11. Due Diligence Affidavit
12. Community Workforce Program – Job Clearing House Affidavit
13. Subcontractor/Supplier Form

**List of Documents Required
for Bid Submittal**

List of Documents Required for Bid Submittal

1. Surety Bid Bond
2. All Addendums (If Applicable / Signed by Contractor)
3. Federal Requirements
 - Buy America Certificate
 - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - Lobbying Certification
 - Statement for Loan Guarantees and Loan Insurance
 - Disclosure of Lobbying Activities

Failure of bidder to complete and submit the above- mentioned Federal forms with the bid may render the bid non-responsive

4. DBE Appendix of Forms
5. Insurance Certificates
6. U.S. Department of Homeland Security's E-Verify
7. First Resident - Responsible Contractor Affidavit (Form RTFE 1)

Surety Bid Bond

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 construction of 40 Foot Electric Buses and Charging Stations, CIP 147, (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible contractor, is the lowest such responsive and responsible bid and is found to be in the best interest of the County shall be recommended for award by the County Manager; and
2. This 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 Contractor; and
3. Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four (4) counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Contract Document and if applicable, Performance and Payment Bonds within ten (10) calendar days from the date of notice to him that the Contract document is ready for execution. The required Insurance Certificates and Policies, as stated in the General Covenants and Conditions, shall also be delivered within this ten (10) day period.

The Respondent further agrees that, in the event he withdraws his bid, after proper notification of intent to Contract from the County, within ninety (90) 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 ten (10) days after the prescribed forms are presented to him for signature, 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 sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

SURETY BID BOND (Cont'd)

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

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

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint 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)

Indemnification and Insurance

Addendums (If Applicable)

Surety Payment & Performance Bond

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20 ____, between Principal and Miami-Dade County for the construction of the 40 Foot Electric Buses and Charging Stations CIP 147 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ As Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

SURETY PERFORMANCE BOND (Cont'd)

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

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint 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)

Federal Requirements and Provisions

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The Contractor further agrees to comply with the following Federal requirements

FEDERAL REQUIREMENTS AND PROVISIONS

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

1. No Federal Government Obligations to Third Parties (by Use of a Disclaimer) (April 6 2011)

No Obligation by the Federal Government.

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

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

2. False Statements or Claims Civil and Criminal Fraud (April 6 2011)

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

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

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

Flow Down

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

3. Access to Third Party Contract Records (August 30 2011)

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

Applicability to Contracts

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

Applicability to Micro-Purchases

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

Flow Down

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

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA

Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award	pass thru to Contractor	Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes	Those imposed on non-state Grantee	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes	pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts >\$100,000/Capital Projects						

4. Changes to Federal Requirements (April 6 2011)

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

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

Flow Down

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

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

5. Termination (August 30 2011)

49 U.S.C. Part 18
FTA Circular 4220.1F

Applicability to Contracts

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

Flow Down

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

Refer to the Miscellaneous Construction Contract DOC. NO.: CICC 7360-08/08, Article 1.19 and 1.20 for project specific requirements

6. Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction) (April 6 2011)

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

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

Flow Down

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

Civil Rights - The following requirements apply

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

to comply with any implementing requirements FTA may issue.

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

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

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

7. Special DOL EEO Clause for Construction Projects (April 6 2011)

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor’s project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under **41 CFR 60-4.3** and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a) The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b) The contractor will accept as his operating policy the following statement:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training
2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and

responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEQ in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b) In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c) The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be

discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
 - a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on—the—job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and

female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

representatives of the SHA and the FHWA.

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

8. Disadvantaged Business Enterprises (DBEs) (August 30 2011)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation’s Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by

Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Miami Dade Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

9. Incorporation of Federal Transit Administration (FTA) Terms (August 30 2011)

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

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

Flow Down

The incorporation of FTA terms has unlimited flow down.

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

10. Debarment and Suspension (April 6 2011)

49 CFR Part 29

Executive Order 12549

Background and Applicability

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

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

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

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

Suspension and Debarment

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

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

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

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

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

11. Buy America (April 6 2011)

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract; subcontracts under that amount are subject to Buy America.

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

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

12. Resolution of Dispute, Breaches or other litigation (September 19, 2011)

49 CFR Part 18

FTA Circular 4220.1F

Applicability to Contracts

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

Flow Down

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

Refer to the Miscellaneous construction contract DOC. NO CICC 7360, Article 2.81 Disputes for project specific requirements.

13. Lobbying

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

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

Applicability to Micro-Purchases

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

Flow Down

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

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

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

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. Clean Air

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the

amount is expected to exceed \$100,000 in any year.

Flow Down

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

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

15. Clean Water (April 6 2011)

33 U.S.C. 1251

Applicability to Contracts

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

Flow Down

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

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

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

16. Cargo Preference (April 6 2011)

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts

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

Applicability to Micro-Purchases

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

Flow Down

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

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. Fly America (April 6 2011)

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

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

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

Applicability to Micro-Purchases

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

Flow Down Requirements

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

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

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

18. Davis-Bacon Act (April 6 2011)

Refer to Davis Bacon General Decision Section

19. Contract Work Hours and Safety Standards Act

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

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

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

20. Copeland Anti-Kickback Acts

The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated herein by reference.

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

21. Bonding (August 30 2011)

Applicability to Contracts

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

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first tier contractors.

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

22. Energy Conservation (April 6 2011)

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

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

Flow Down

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

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. Recycled Products

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases

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

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement

24. Americans with Disabilities (ADA) Access (August 30 2011)

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

Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

ADA ACCESS:

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

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

25. Bid Protests

CFR 49 PART 18

PROTESTS, CHANGES AND MODIFICATIONS,

DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS

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

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

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

26. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

The Contractor further agrees to comply with the following Federal requirements

FEDERAL REQUIREMENTS AND PROVISIONS

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

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Flow Down:

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

Purpose:

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

Definitions:

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

ITS Project means any project that in whole or in part funds the acquisition of technologies or systems of

technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture.

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

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

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

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

Regional ITS Architecture:

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

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

Implementation:

1. All ITS projects funded with highway trust funds shall be based on a systems engineering analysis.

2. The analysis should be on a scale commensurate with the project scope.
3. The systems engineering analysis shall include, at a minimum:

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

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

http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html

Submittal of Federal Affidavits

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

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

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

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

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

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

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

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

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

Firm Name _____

Date _____

Signature _____

Printed Name _____

Title _____

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Lower Tier Covered Transactions

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in “Certification Regarding Debarment, and Suspension.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and title of Contractor's Authorized Official

_____ Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

The Contractor certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P. L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(C)(1)-(2) (A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States in insure or guarantee a loan, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Signature

Date

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

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

or has presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____

Notary Seal

(State) _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

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

DBE Affirmative Action Requirements

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

OFFICE OF CIVIL RIGHTS & LABOR RELATIONS (OCR/LR) - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE (DBE)
& EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS FOR
CONSTRUCTION SERVICES for
THE INSTALLATION OF ELECTRIC CHARGING DEPOTS AT
OPERATIONS & MAINTENANCE DIVISIONS FOR ELECTRIC BUSES

PROJECT NO.: CIP147

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I. PRE-AWARD COMPLIANCE & GENERAL PROVISIONS

All vendors are required to register and use the Miami-Dade County Disadvantaged Business Enterprise (DBE) Tracking Software. In order to register, please go to: <http://www.miamidade.gov/transit/disadvantaged-business-enterprise.asp> and click on the DBE Tracking Software button in the center of the page to access the software LOGIN page. Click the "Register" link and complete the required information. During the registration process, a login/password will be created which will then be used as the vendor's login when using the system. The HELP menu option provides access to a user manual that instructs the vendor on the system's use.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 18%.

The DBE Goal: For the purposes of this DOT-assisted TVM contract, a numerical DBE Goal has NOT been assigned to the construction portion of this contract. Therefore, this contract is Race-Neutral. TVMs are encouraged to make full use of the certified DBE firms and vendors listed in the Florida's Unified Certification Program (UCP) that are by reason of their certification ready, willing, and able to provide the services (*project-specific*) delineated in the specs. *Website:* www3.dot.state.fl.us/EqualOpportunityOffice/biznet

II. DEFINITIONS. All definitions in 49 CFR § 26 apply to these provisions. The following additional definitions are provided:

- a. **Affirmative Action** - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
- b. **Contracting Officer** - The Director of the Miami-Dade Transit or his/her designee.
- c. **Disadvantaged Business Enterprise or DBE** - A "for-profit" small business concern that has been certified by a certifying member of the Florida Uniform Certification Program in accordance with 49 CFR § 26.5.
- d. **Goal** - A percentage of the total contract price that is to be expended with certified DBE.
- e. **Successful proposer** - the proposer to which the Contract is awarded.

III. ANTI-DISCRIMINATION

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy the County deems appropriate. Each

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subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR§26.13(b)).

IV. REPORTS AND FORMS

- a. All bidders, as a condition of bidding on this project, must require all subcontractors submitting bids or quotes on this project to submit a completed **Prime and Subcontractor's Information Form** with their bids. The prime bidder is also required to submit same. Failure to submit such completed Prime and Subcontractor's Information Form may deem the contractor's bid non-responsive.
- b. The successful bidder/offeror will be required to report its DBE participation obtained through *race-neutral* means on a monthly basis throughout the period of performance on the Subcontractors Monthly Progress Report.
- c. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

V. PROMPT PAYMENTS AND RETAINAGE

Pursuant to 49 CFR part 26.29 and 26.37, prime contractors shall pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime contractor will return retainage payments to the subcontractor, including DBE firms, within 30 days of the subcontractor's satisfactory completion of work.

- a. The following correct information constitutes a proper invoice and is required as payment documentation:
 1. Name of Subcontractor;
 2. Invoice date;
 3. Invoicing period;
 4. MDT Contract number;
 5. Subcontractor's invoice number; account number; and/or any other identifying number agreed by contract;
 6. Description and nature of work completed;
 7. Taxpayer Identification Number (TIN);
 8. Bank Information; and/or EFT and Financial EDI Statements
 9. Contact person's name, title and Telephone Number.
 10. Other substantiating documentation, information required by contract.

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- b. An invoice shall be deemed to be received on the receipt date stamped on the invoice by the contractor. If the contractor fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subcontractor shall control.
- c. The Prime Contractor shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime contractor.
- d. The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime contractor or subcontractor from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.
- e. In the event of a payment dispute, the contractor and subcontractor may withhold the disputed portion of any such payment, if the contractor, or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.
- f. The Prime and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.
- g. In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the contractor and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the contractor. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Contractor, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subcontractor, then interest shall begin to accrue as of the original date the payment became due.
- h. The prime contractor may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- i. If a payment request or an invoice is rejected under subsection (9) and the subcontractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.
- j. All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

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- k. Late payment interest penalties shall be paid without regard to whether the subcontractor has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.
- l. The Prime and subcontractor in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.
- m. A provision in an agreement between a subcontractor and a contractor is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime contractor to the subcontractor or of the subcontractor to the contractor, arising under this subsection.

The contractor may NOT hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work, whichever comes first.

VI. DEPARTMENT OF LABOR PROVISIONS

- a. Minimum Wages - Davis Bacon and Anti-Kickback Acts
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deduction as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

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for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, That the employer's payroll records accurately reflect the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of 29 C.F.R. 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, that is not listed in the wage determination and that is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (a) Except with respect to helpers as defined in 29 C.F.R. § 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination;
 - (d) With respect to helpers as defined in 29 C.F.R. § 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- iii. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representative, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of The Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210, who will approve, modify, or disapprove the classification action or will notify the Contracting Officer that additional time is needed, within 30 days of receipt of the request.
- iv. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the

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amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions including the views of all interested parties and recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination or notify the Contracting Officer that additional time is necessary, within 30 days of receipt of the request.

- v. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. § 5.5(a)(i)(1)(B) or 29 C.F.R. § 5.5(a)(i)(1)(c), shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- vi. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- vii. If the contractor does not make payments to a trustee or another third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding.

The Department of Transportation and/or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor, under this agreement or any other Federal contract with the County or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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c. Payrolls and Basic Records.

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated of or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. The contractor shall submit weekly copies of its complete and accurate payrolls by no later than the third business day after the last day of the pay period. *This is to be done* ~~which must be~~ in accordance with 29 C.F.R. 5.5 (a) (3) (i) and similarly those of its subcontractors. Such payrolls may be submitted on form WH-348 or on any identical form with identical wording, which can be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office; Washington, D.C. 20402.
- iii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R 5.5. (a)(3)(i) and that such information is correct and complete;
 - b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;

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- c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-348 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(b).
- e) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- f) The contractor or subcontractor shall make the records required under 29 C.F.R. 5.5 (a)(3)(ii) available for inspection, copying, or transcription by authorized representatives of FTA or the department of labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

d. Apprentices; Trainees; and Helpers.

i. Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide 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 of probationary employment as an apprentice in such an apprenticeship program, 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 allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

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program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than 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 wage determination. 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 classification. If the Administrator determines that a different practice prevails 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 approved.

ii. *Trainees.*

Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeyman on the job site shall 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 journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention 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 there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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iii. *Helpers.*

Helpers will be permitted to work on a project if the helper classification is specified on an applicable Wage Determination or is approved pursuant to the conformance procedure set forth in 29 C.F.R. § 5.5(a)(1)(ii). The allowable ratio of helpers to journeymen employed by the contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each contractor's or in each subcontractor's own work force employed on the job site.) Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 C.F.R. § 5.2(n)(4), shall be paid not less than the applicable wage rate on the Wage Determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

e. Equal Employment Opportunity.

The utilization of apprentices, trainees, and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. part 30.

f. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated herein.

g. Contract Termination: Debarment.

A breach of the contract clauses in 29 C.F.R. Parts 1, 3, 4 and 5 and any other clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act – Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance With Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

h. Compliance & Applicability with Davis-Bacon and Related Acts requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. § 1, 3, and 5 are incorporated herein.

i. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontracts) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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j. Certification of Eligibility.

- i. By entering into a third party contract financed under this project, the contractor certifies that neither it (nor he or she) nor any person or firm that has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 C.F.R. 5.12 (a) (1).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in the workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

l. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the requirements of 29 C.F.R. 5.5 (b) (1), the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. 5.5 (b) (1) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by 29 C.F.R. 5.5 (b) (1).

m. Withholding for Unpaid Wages and Liquidated Damages.

FTA or The County shall upon its own action or upon written request of any authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. 5.5 (b)(2).

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n. Safe Working Conditions.

Section 107 of C. W. H. S. S. A. (Contract Work Hours and Safety Standards Act, 29 CFR 5) is applicable to construction contracts and provides that no laborer or mechanic shall be requested to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

o. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

p. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (12) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth on subparagraphs (1) through (12) of this paragraph.

VII. NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246 as Amended by Executive Order 11375):

- a. The Offeror's or Proposer's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - i. Goals and timetables for minority participation:
Timetable: Until further notice

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Trade: All

Goal: 39.5%

- ii. Goals and timetables for the utilization of women:

Timetable: Until further notice

Trade: All

Goal: 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regards to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Miami-Dade County, Florida.

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VIII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375):

- a. As used in these Specifications:
- i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - iii. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - iv. Except for Section III of these Affirmative Action Requirements, "minority" includes:
 1. *Black*: A person having origins in any of the black groups of Africa;
 2. *Hispanic*: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;
 3. *Portuguese*: A person of Portuguese, Brazilian or other Portuguese culture of origin, regardless of race.
 4. *Asian American*: A person having origins in any of the original peoples of the Far East Southeast Asia, the Indian subcontinent or the Pacific Islands;
 5. *American Indian and Alaskan Native*: A person having origins in any of the original peoples of North America.
 6. Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).
- b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance

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with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs VII.a. through n of this Section. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in Notice Form, and such Notices may be obtained from any office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 as amended, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under I.B.7 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with

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- all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

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14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Section VII.a through n). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section VII.a through n of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 as amended.

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- l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph I.B.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Note: Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IX. EQUAL OPPORTUNITY/NONDISCRIMINATION

A. *Equal Employment Opportunity*

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national

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origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The County setting forth the provisions of this Equal Opportunity clause.

B. *Discrimination Prohibited*

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as The County deems appropriate. (49 CFR Part 26.13(b))

C. *Nondiscrimination (General)*

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

D. *Nondiscrimination: ("Equal Opportunity Clause")*

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provide setting forth the provisions of this nondiscrimination clause.

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2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, marital status, handicap, place of birth, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, as applicable, a notice to provided contractors advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by The County and Compliance Review Agencies for purposes of investigation to ascertain compliance with such rules, regulations and orders. Reports shall be submitted quarterly or as The County may require.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, or orders, of the Secretary of Labor, or as otherwise provided by law.
6. The Contractor will include all of these paragraphs A through C and D1 through D6 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

OFFICE OF CIVIL RIGHTS & LABOR RELATIONS (OCR/LR) - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Note: FTA directs the County, and the County does require each contractor or subcontractor to include the above paragraphs (A through D6) in each of its contracts.

E. *Disability Nondiscrimination.*

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

1. "In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

F. Liaison Officer

Within 10 days after Notice to Proceed the Contractor shall designate a liaison officer who will monitor the Contractor's Affirmative Action Program and prepare the required reports.

APPENDIX OF FORMS

PRIMES AND SUBCONTRACTORS INFORMATION FORM
SUBCONTRACTORS MONTHLY PROGRESS REPORT (If applicable)

----*END of CONTRACT CLAUSES*----

Davis Bacon Wage General Division

General Decision Number: FL160027 05/20/2016 FL27

Superseded General Decision Number: FL20150027

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	04/29/2016
4	05/20/2016

CARP0079-001 04/01/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 22.20	7.37

* ELEC0349-001 02/29/2016

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 31.11	11.25

ELEV0071-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.91	29.985

FOOTNOTE:

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

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

 ENGI0487-001 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe/Excavator.....	\$ 22.00	8.80
OPERATOR: Concrete Pump, Truck Mounted		
Trailer Mounted.....	\$ 21.44	8.80
Truck Mounted.....	\$ 27.21	8.80
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity; Boom Truck.....	\$ 29.00	8.80
Yard Crane, Hydraulic Crane, Capacity 15 Ton and Under; Boom Truck.....	\$ 22.00	8.80
OPERATOR: Mechanic.....	\$ 22.00	8.80
OPERATOR: Oiler.....	\$ 21.00	8.80

 IRON0272-003 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.76	7.78

 PAIN0365-003 08/01/2014

	Rates	Fringes
PAINTER: Roller, Spray, and Steel (Excludes Drywall Finishing/Taping).....	\$ 15.75	7.88

 SFFL0821-001 01/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.68	17.87

 SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation).....	\$ 23.50	12.18

 SUFL2009-023 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.93	0.00
CARPENTER, Includes Acoustical Ceiling		

Installation (Excludes Drywall Hanging, and Form Work).....	\$ 15.54	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.13	0.00
DRYWALL HANGER.....	\$ 14.00	0.57
FENCE ERECTOR.....	\$ 10.00	0.00
FLOOR LAYER: Carpet.....	\$ 19.00	2.10
GLAZIER.....	\$ 16.89	2.69
HVAC MECHANIC (HVAC Pipe Installation).....	\$ 16.19	2.48
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 17.91	2.64
INSTALLER - OVERHEAD DOOR.....	\$ 14.40	0.00
LABORER: Asphalt Raker.....	\$ 10.40	0.00
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 9.85	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 13.87	1.58
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.00	1.60
MECHANICAL INSULATOR, Including Duct and Pipe.....	\$ 13.98	2.07
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Bulldozer.....	\$ 16.21	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 13.73	0.00
OPERATOR: Loader.....	\$ 16.00	2.82

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.75	0.00
OPERATOR: Roller.....	\$ 10.94	0.00
OPERATOR: Screed.....	\$ 13.05	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush, Includes Drywall Finishing/Taping.....	\$ 13.72	2.22
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 17.85	2.54
PLASTERER.....	\$ 15.05	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 20.00	1.37
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 13.59	0.00
ROOFER: Metal Roof.....	\$ 17.10	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.62	2.03
TILE SETTER.....	\$ 16.50	2.10
TRUCK DRIVER: 3 Axle Truck.....	\$ 10.50	0.80
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.78	0.00

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION