



CONTRACT CONDITIONS
GRAN VIA ELDERLY AFFORDABLE HOUSING - ADDITIONAL PARKING
ISD PROJECT NO. W160022
BID DUE DATE: June 1, 2016

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS REQUEST FOR PRICE QUOTATION (RPQ) AND MISCELLANEOUS CONSTRUCTION CONTRACT MCC 7360 PLAN.

1. Scope of Work

The project's scope of work consists of, but is not limited to, furnishing all supervision, labor, material, services, equipment, tools, permits, and testing necessary to perform the removal and replacement of the existing site parking and landscaping areas, construction of new parking spaces, new lighting, new sidewalk, reconfiguration of the existing drainage system, new landscaping areas including tree relocation, new chain link fence, new irrigation and irrigation reconfiguration as required per new design. Prospective bidders shall review the plans and specifications included with the bid package for more details.

In addition, this project is funded by the Community Development Block Grant Program (CDBG), therefore the Davis Bacon Minimum Wages and Section 3 requirements are applicable. Attached with the bid package are the PHCD documents required to be filled out and returned with the bid proposal.

The project is located at 12700 SW 8th Street - Miami, FL 33184; the estimated construction cost is \$428,893.

Bid price shall include the removal and proper off-site disposal of all work-related debris. All work is to be performed in accordance with the Florida Building Code and all applicable federal, state and local rules and regulations.

2. Owner's Representative

Miami-Dade County's Internal Services Department (ISD) will serve as the Owner's Representative for the bidding phase of the project. The address for ISD is **111 NW 1st Street, Suite 2420, Miami, FL 33128**. All requests for information (RFI) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be directed to the Contract Coordinator, Mohammed Taha, CM2, via e-mail at taham@miamidade.gov, or via fax at (305) 375-1125.

3. Examination of Bid Documents

Before submitting a bid, the bidder shall examine the Bid Documents, which may be purchased from ISD, at the address indicated above, at a non-refundable cost of twenty five dollars (\$25.00) for each complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to the Internal Services Department (ISD), Miami-Dade County, Florida. Cash or personal checks will not be accepted.

Bid documents consist of Attachment 5A (Bid Form), Attachment B (Contract Conditions), as well as approved plans and specifications. All bidders shall become thoroughly familiar with all of the terms of this RPQ prior to the Pre-Bid meeting. Failure to do so will in no way relieve the successful bidder from completing the required work for the bid price.

4. Examination of Site

Prospective bidders shall examine carefully the site of the work, and satisfy themselves as to all observable conditions. Bidders shall be responsible for measuring and calculating amount of work. Any questions regarding materials or obstacles that might be expected must be clarified during the bidding period. Bidders shall avail themselves during this time to perform any on-site investigations as they may deemed necessary in order to prepare their bid.

5. Pre-Bid Meeting

A mandatory pre-bid meeting has been scheduled for **10:00 AM on May 9, 2016 at the site location, 12700 SW 8th Street - Miami, FL 33184**. Bidders are advised that no questions will be entertained during the meeting.

All questions must be addressed to the Contract Coordinator, in writing, following the meeting and in accordance to the Cone of Silence procedures. **The deadline to receive RFIs from bidders is 4:00 PM on May 18, 2016**. Responses cannot be guaranteed for RFIs submitted past the established deadline.

6. Bids Submittal

Bids must be submitted in a sealed envelope, and the bidder's name and address, as well as the title and number of the contract for which the bid is being submitted, must be indicated on the outside of the envelope. The sealed envelope shall include the following documents:

1. Bid price proposal using form 5-A, (provided in the bid package).
2. Bid guarantee in the form of a bid bond (using the form provided by Miami-Dade County), certified check, or cashier's check. Failure to include a bid guarantee shall render the bid non-responsive.
3. Vendor Affirmation Affidavit (If not previously submitted).
4. Collusion Affidavit

Bidders with prior contracts in which the established measures were not met, must make-up the difference in a future contract. Pursuant to Section 10-33.02 of the Code of Miami-Dade County, Florida, a contractor who fails to meet an established Community Small Business Enterprise (CSBE) goal shall submit a CSBE Make-up Plan for approval of the ISD Director or ISD Director's designee. A CSBE Make-up Plan and a corresponding SOI must be submitted as part of any bid or proposal submitted for future contracts at the time of bid or proposal submittal. Failure to include the required SOI with bids or proposals for any future contracts shall result in the submittal being deemed non-responsive. **To verify whether your company has a CSBE make-up requirement**, please refer to the SBD webpage at <http://www.miamidadegov/sba/reports-goal-deficit.asp>. For questions regarding this requirement, contact SBD at 305-375-3131. The new SOI (DBD Form 400, revised 4/5/10) is hereby attached.

Bids will be received until 2:00 p.m. on the bid due date at the Office of the Clerk of the Board, 111 NW 1st Street, Suite 17-202, Miami, FL 33128. The sealed Envelope will be opened shortly after the submittal deadline at 111 NW 1st Street, 18th Floor, Miami, FL 33128.

7. Contract Measures

No measures have been established for this project.

8. Bid Bond Based on Percentage of Bid Price

Bidders are hereby required to furnish a Bid Bond as part of this RPQ. Bidders shall accompany their bids with a bid guarantee in the form of a certified check, cashier's check or bid bond in the amount

of **5% of the base bid price**, payable to the Board of County Commissioners of Miami-Dade County, Florida. When providing a bid bond through a surety, the Bid Bond Form supplied by the County shall be the only acceptable form. Should a bidder decide to withdraw its bid once he/she has received a Notice of Intent to Award issued by the County, the bid bond submitted will be forfeited as liquidated damages. Any RPQ not accompanied by a bid/bond guarantee shall be considered non-responsive and ineligible for award. Bidders shall be entitled to the return of their Bid Bond within 10 days after award of the RPQ, upon request to the Clerk of the Board's Office. The following shall apply if a Bid Bond is required:

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

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

- b) On RPQ amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 - 1) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - 2) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
 - 3) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308.
- c) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- d) For RPQ's in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least \$1,500,000 and on the Treasury List.
- e) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- f) In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the RPQ and as long as the funds are being held by the County.
- g) The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

9. Payment and Performance Bonds

- a) Prime Contractor

For RPQs with bid prices received in excess of \$200,000, the Contractor to whom a contingent award is made, shall duly execute and deliver to the County a Payment and Performance Bond (P&P) in an amount that represents 100% of the Bid price offered by the Bidder, and a 10% contingency required by the County within 10 business days of a Notice of Award, or as otherwise required by the County. The County, in its sole discretion may waive the requirement of a P&P for RPQs with bid prices received of up to \$200,000; the P&P Form supplied by the County shall be the only acceptable form. If the Contractor fails to deliver the P&P within the time specified above, including any extensions granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall forfeit its Bid Bond. This may affect the Contractor's eligibility for award of future contracts. The following specifications shall apply to the bond required above:

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

Bond Amount	Best Rating
\$200,001 to \$500,000	B V
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII

- 2) On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 - i) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - ii) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
 - iii) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308.
- 3) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- 4) For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least \$1,500,000 and on the Treasury List.
- 5) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- 6) In lieu of a P&P, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the contract and as long as the funds are being held by the County.
- 7) The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

b) Sub-Contractors

- 1) In accordance with Resolution No. R-1386-09, no CSBE firm entering into a subcontract for \$200,000 or less shall be required to execute and deliver a payment and performance bond as a condition of executing such subcontract or performing the work unless, in the case of a subcontract, the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following: a) subcontractor's prior work history; b) subcontractor's number of years in business; c) scope of work; d) conditions affecting the work; e) value of the subcontract; f) schedule considerations; g) subcontract terms; and h) any other factors that may affect risk.
- 2) Upon the mutual agreement between the prime contractor and CSBE, the CSBE may be paid up to five percent (5%) of the value of the subcontract, exclusive of contingencies, in advance, upon written evidence reasonably satisfactory to Small Business Development (SBD) of the CSBE's imminent expenditure of those funds for mobilization directly related to the work. Such written evidence may include, but is not limited to, executed contracts, purchase orders, and invoices, and must be submitted to SBD and the contracting department.
- 3) Upon mutual agreement between the prime contractor and CSBE subcontractor and prior approval by SBD, provided that a) the CSBE subcontractor is not in breach of its payment and performance obligations under the subcontract, b) the CSBE subcontractor is responsible for the negotiation and purchase of materials. The prime contractor shall pay directly for the purchase of any material to be incorporated in the work which is the object of the CSBE's subcontract. Such direct payment shall be made by a dual party check made payable to the material supplier and the CSBE subcontractor and shall be credited against the prime contractor's payment obligations under the subcontract and credited against the agreed items in the schedule of values where the materials were used.
- 4) The retainage withheld from payments to CSBE subcontractor(s) shall not exceed five percent (5%), after fifty percent (50%) completion of the work and materials under the CSBE subcontractor(s) contract. Any and all amounts withheld in retainage under a CSBE's subcontract shall be paid in full upon satisfactory completion and acceptance of the CSBE's work in compliance with its subcontract within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime contractor has received payment from the County.
- 5) Within five (5) working days of the prime contractor becoming aware of a performance problem with a CSBE, the prime contractor shall notify the CSBE of such problem, in writing and with sufficient specificity to allow the CSBE to identify and redress the problem, and shall allow the CSBE a reasonable cure period. Disputes between the prime contractor and any CSBE shall be submitted to SBD for expedited alternative dispute resolution.
- 6) A prime contractor shall not require of any CSBE more than the minimum insurance coverage (\$300,000 General Liability, \$300,000 Automobile and Worker's Compensation in accordance with state law) unless the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract. Prime contractor shall submit such information to include, but not limited to, the following: a) work discipline covered by the subcontract; b) subcontractor's prior work history; c) subcontractor's number of years in business; d) scope of work; e) conditions affecting the work; f) value of the

subcontract; g) schedule considerations; h) contract terms; and i) any other factors that may affect risk.

- 7) In accordance with Resolution No. R-138-10: Subsequent to award and prior to the issuance of the Notice to Proceed, the prime contractor shall provide the scope of work to be performed by any CSBE utilized to satisfy any CSBE goal, shall be separately identified in such schedule of values. The schedule of values will determine the progress payments, and payment requisitions for the scope of work of such CSBE shall be accompanied by statements of completion for the work of the CSBE, and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the CSBE for the previous construction draw.

10. Applicable Wage Rate

Davis Bacon Wages.

11. Notice of Recommendation for Award of Contract and Bid Protest Period

- a) Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.
- b) For contract awards in the amount of over \$25,000 and up to \$250,000 a Notice of Recommendation for Award shall be posted in the Procurement Management Services website.
- c) For contract awards in the amount of over \$250,000 a Notice of Recommendation for Award will be sent out to the lowest responsive, responsible bidder with copies to all contractors that submitted a bid. A copy thereof shall be deposited with the Clerk of the Board on the same day it is transmitted. Simultaneously, the lowest bidder will be allowed up to 14 days to provide the Contract Coordinator with the performance and payment bond (if required), certificates of insurance, collusion affidavit, schedule of values and project schedule, as applicable.
- d) Bidders should become familiar with the requirements prescribed in County Implementing Orders No. 3-21 "Bid Protest Procedures" and 3-53 "Policies and Procedures for Usage of the Miscellaneous Construction Contracts", Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter, and Section 2-8.4 of the Code of Miami-Dade County. A period of three (3) days commonly known as "Bid Protest period" will follow the Award Recommendation to allow Contractors the opportunity to protest the award as provided for in the aforementioned Implementing Order.
- e) The Recommendation for Award of Contract is subject to approval by the County of all documentation requested to the lowest responsive, responsible bidder.

12. Pre-Construction Meeting

A Pre-Construction Meeting/Conference shall be scheduled by the Project Manager once all the requirements set forth in the Notice of Recommendation for Award are received by the County. If not already submitted, the Contractor shall bring to this meeting a Schedule of Values and a Construction Schedule for the project. These schedules will be subject to review and approval by the Project Manager. It is also required that the Contractor's sub-contractors be present at this meeting as well as any other interested entity or utility company.

In addition, the Contractor shall prepare and bring to this conference a staging plan for construction showing the location of dumpsters, security fence, protection barriers, storage areas, etc., as required. The location of the trash dumpster and vehicle staging area will be determined by the Site Manager. The Contractor shall also bring all material acquisition time tables that could affect the

critical path of the project. The award of the contract will be subject to approval by the County of all documentation requested up to this point.

13. Permits

Once the award of the contract is approved, ISD staff will proceed to prepare the appropriate Purchase Order (PO). Upon approval of the PO, and prior to performing any work, the Contractor must obtain and submit copies of the required permits from all applicable governing agencies to the ISD Construction Manager. For permitting tracking issues and regular updates, the Contractor may contact Jaime Romero, ISD, Design and Construction Services Division, via telephone at (305) 375-1164 or via e-mail at JRomero@miamidade.gov. All permit-related fees and costs shall be included in the base bid price.

14. Notice to Proceed

A Notice to Proceed (NTP) will be issued to the selected Contractor after all the aforementioned requirements are met, and subsequently approved by ISD.

15. Submittals

All submittals must bear the Contractor's seal of approval and must be sent to the Project Manager for approval. This includes, but is not limited to, products to be used and requests for information/clarification (RFI).

All submittals must be prepared and approved by the Contractor and must include all of the details necessary for the Project Manager to make the proper determination. A transmittal form must be included with each submittal. The Contractor shall provide data sheets for each type of product, and clearly show data information and deviations from the contract requirements for which the approval is being requested. The Contractor shall be responsible for any related permitting. Failure to provide sufficient information may result in the rejection of the submittal.

For instances in which specifications do not specify a brand-name product, or in which the substitution of a product is not specifically prohibited, the Contractor may submit possible substitute products for approval by the Construction Manager. Such submittals must include as much detail as possible and must be submitted in the format required by the Construction Manager in order to allow him/her to evaluate the proposed substitution. All submittals shall be reviewed for general conformance with the intent of the contract documents, construction drawings, and technical specifications. Approvals by the Construction Manager, Architect/Engineer of Record shall not relieve the Contractor from providing the materials suitable for the intended purpose as specified therein.

16. Shop Drawings

The Contractor must coordinate submittal preparation with the construction schedule and related activities which require sequential operations. The Contractor must allow a minimum of 14 days for approval by the Architect/Engineer of the shop drawings. No extension of time will be authorized due to the Contractor's failure to submit shop drawings and submittals well in advance of the work being performed.

17. Construction Schedule

As stated in Section 12 above, and if not submitted previously at the request of the County, the Contractor shall submit within 14 days of the Notice of Recommendation for Award a Schedule of Values and Construction Schedule for each task, including projected dates for inspection, up to and including substantial completion and close-out of work.

18. Completion/Contract Time

The Contractor shall have 150 days to complete the work from the date of the Notice to Proceed. The Contractor must mobilize and start work within 14 days after the Notice to Proceed is issued.

The project will not be considered completed until all work, including the punch list, closing documents, and certificate of occupancy, have been completed and/or submitted. The Contractor must complete the project in the number of calendar days specified in this RPQ, including close-out, final inspections, certificate of occupancy, and warranties.

19. Working Hours

The Contractor shall perform the work within the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Any work, to be performed outside of these hours, must be pre-approved by the County Project Manager. The Contractor shall provide, at least 48 hours' notice prior to any work performed out of the specified time frame. All work performed out of the time frame shall be for the benefit of the Contractor; the County shall not pay any extra compensation for this work.

20. Liquidated Damages

Liquidated damages of \$250/day will be assessed to the Contractor for each day the project completion exceeds the 150 days which are specified for the completion of this project.

21. Progress Meetings

The Project Manager shall schedule progress meetings as necessary in order to ensure that the completion of the work is in accordance with the contract, drawings, and overall project schedule. The Contractor shall prepare meeting minutes for distribution.

22. Scheduled Payments

Scheduled monthly payments shall be made in the progress payment application, Document 01028-CP. The Construction Manager will provide the Contractor a live format of the progress payment application at the Pre-Construction Meeting. The Contractor must prepare progress payments based on the pre-approved Schedule of Values which was submitted prior to the issuance of the Notice to Proceed. Each partial payment shall include a ten percent (10%) retainage, as well as a 0.25% deduction to cover random audits by the Office of the Inspector General (IG) pursuant to Section 2-1076 (d)(6) of the Code of Miami-Dade County. Bidders should be mindful to include the 0.25% IG fee in their bids, since the amount deducted as a result will not be returned to the Contractor at the end of the contract; IG fees do not apply to projects paid for with federal funds. The 10% retainage may be reduced to 5% once construction has reached 50% completion, upon request from the Contractor and at the sole discretion of the ISD Construction Manager, based on the Contractor's performance.

The Contractor must request a walk-thru inspection, in writing, with the Project Manager prior to the submission of a progress payment. The Contractor and Project Manager must sign off on the value of the percentage of work completed at the end of the walk-thru. The signed form must be submitted with the progress payment request. In addition, if there are any changes to the original project schedule (delays), an updated construction schedule must also be submitted with the progress payment request. Failure to submit a request for a walk-thru inspection and any other required documents will result in the rejection of the request for payment.

23. Project Coordination

The Contractor shall provide a qualified Superintendent, acceptable to the Project Manager, who shall be present at all times during the course of the work, and shall be authorized to act as an agent for the Contractor. The Contractor shall provide sufficient personnel, materials, and equipment to meet the requirements of the work within the contract period.

All work shall be coordinated at all times with the Project Manager, and the facility shall remain operational at all times. Pedestrian traffic flow shall not be interrupted and it shall be coordinated with the Facility Manager.

24. Field Directives

The ISD Construction Manager or his/her representative may at any time issue field directives to the Contractor concerning the performance of the work. These field directives shall be issued, in writing, to the Contractor and signed by both parties. Any field directives which change the scope of the work, may result in the County issuing a change order to the contract. If the Contractor considers a field directive not to be part of the original contract, he/she shall duly advise the ISD Construction Manager, in writing, no later than forty-eight (48) hours after the directive has been issued.

The Contractor shall not perform any work in addition to the scope of work of this contract without written authorization from the ISD Construction Manager. The County will not be held responsible for any payment of additional work that has been completed without the written authorization of the ISD Construction Manager.

25. Daily Construction Reports

The Contractor must prepare a detailed daily report recording the events taking place at the site. This report must be submitted to the Project Manager on a weekly basis and must be kept in a log, on site, throughout the duration of the project.

26. Weather Conditions

The Contractor shall inform himself about the local weather conditions. In the event of inclement weather, the Contractor shall take the necessary precautions to secure all loose material and equipment, or shall remove them from the project site, at no cost to the County.

In the event of a tropical storm, hurricane watch or hurricane warning, or any other severe weather event, the Contractor shall be required to remove from the project site, or secure to the ISD Construction Manager's satisfaction, all loose construction materials and equipment. The Contractor shall also be responsible for protecting structures under construction. The Contractor shall also cooperate with County personnel in protecting other structures within the project site. The Contractor shall conform to the requirements of latest available Miami-Dade County's Hurricane Plan, which is available upon request to ISD/DCSD at (305) 375-1128.

27. Protection of Property

The Contractor is solely responsible for the protection of private and County property that may be affected during the performance of the work. The Contractor shall be responsible for any damage to County property which results from the actions or lack of action by the Contractor or his personnel. The Contractor shall repair or replace any damaged property prior to final payment being made.

28. Maintenance of Traffic

The Contractor shall maintain traffic and is responsible for any traffic re-direction. The Contractor must acquire a permit from the governing authority for road closures and must protect the public from all damage to persons and property within the project site, in accordance with Contract Documents and all applicable State, County, City, and local regulations. Suitable signs, barricades, railings, and other related items shall be erected and the work area shall be outlined by adequate lighting at night. Emergency lights shall be provided as necessary for the protection of traffic.

29. Clean-Up

a. All work areas are to be kept clean, clear, and free of debris at all times.

- b. Do not allow trash, waste, or debris to collect around the job site.
- c. All tools and unused materials must be collected at the end of each workday and stored properly and protected from exposure to the elements.
- d. Dispose of and/or recycle all trash and excess material in a manner conforming to current Environmental Protection Agency (EPA) regulations and local laws.
- e. Clean and restore all damaged surfaces to their original condition.

30. Safety

It is the responsibility of the Contractor to adhere to all Federal, State, and local safety laws including requirements by the Occupational Safety and Health Administration (OSHA). The Contractor must promote and practice safety in the workplace. The project area must be kept free of potential safety hazards to the public, sub-contractors, and other workers. Failure to adhere to proper safety practices may affect the approval of payment applications. The Contractor will be responsible for coordinating all utility work including calling for underground locations before digging.

31. Regulatory Requirements

All work performed must be in compliance with all applicable Federal, State and local building codes, including, but not limited to, the Florida Building Code. Also, all work shall be performed in a manner consistent with current OSHA guidelines.

32. Delivery, Storage and Handling

All materials must be delivered to the site in original containers with factory seals intact. All products are to carry a manufacturer's label. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.

Remove manufacturer-supplied plastic covers from materials provided with such. Use breathable-type covers, such as canvas tarpaulins, to allow ventilation and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material is to be installed.

33. Subcontractors - Race, Gender and Ethnic Make-up of Owners and Employees

Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than 10 days after it becomes available and, in any event, prior to final payment under the contract.

34. Warranty

The Contractor shall warrant the materials and installation of all work for a period of one (1) year from the date of Final Acceptance by the Owner, unless extended warranties are required within the Contract Documents. The Contractor shall submit all warranties, logs, books, manuals, and any other component(s) required for the proper maintenance of the project to the ISD Construction Manager. Final payment will not be issued until all warranties are received, reviewed, and accepted by the County.

35. NOTICE TO BIDDERS/PROSPECTIVE CONTRACTOR (S)

This project, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding from Community Development Block Grant and as such bidder must comply with Presidential Executive Order 11246, as amended; by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance.

The bidder is required to pay workers on this project the minimum wages as determined in the Wage Determination Decision included in the Bidder's package; and that the contractor must ensure that employees are not discriminated because of race, color, religion, sex or national origin.

This project is also a Section 3 covered activity. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low income persons or business owners who live in the project's area.

36. **INDEMNIFICATION AND INSURANCE**

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

The Contractor shall furnish to **Internal Services Department, 111 NW 1 Street, Suite 2420**, Miami, FL 33128, Care of Mohammed Taha, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

NOTE: CERTIFICATE HOLDER MUST READ:

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

END OF THE SECTION

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