

Memorandum



Date: April 7, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(F)(7)

From: Carlos A. Gimenez
Mayor

Resolution No. R-303-20

Subject: Recommendation for Approval to Award Hazardous Material Removal Services and Delegate the Authority to Establish a Pre-qualification Pool

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of four contracts to Cherokee Enterprises, Inc., Cross Environmental Services, Inc., Decon Environmental & Engineering, Inc., and MCO Environmental, Inc., in the cumulative amount not to exceed \$15,000,000, and establish pre-qualification pool *RTQ No. 01064, Hazardous Material Removal Services*, for Miami-Dade Aviation Department facilities. The current contract, ITB-MDAD-03-11, was approved by the Board in September 2012 through Resolution No. R-733-12 for a five-year term, with one additional year to complete all authorized work issued in the previous five-year term. A one-year extension was authorized via change order pursuant to Section 2-285 of the Miami-Dade County Code.

Vendors who meet the qualification criteria will be required to execute a contract prior to being recommended for inclusion in the prequalification pool, as set forth in Sub-Article 29 of the General Conditions. Work orders under these contracts will be awarded to the responsive, responsible vendor who offers the lowest price. In case of an emergency, the County will attempt to solicit from a minimum of three vendors and award based on the availability and proposed timeline. The awarded vendor(s) will provide hazardous material removal services associated with demolitions and related construction services for Aviation, on an as needed basis. The work may include, but is not limited to: asbestos abatement; air quality remediation including mold remediation; contaminated soil removal, transportation and disposal; and demolition and reconstruction as needed. The County does not guarantee that any approved vendor will be awarded any work under this non-exclusive contract and no vendor will be entitled to any minimum amount of work, or any minimum amount of compensation.

Four vendors are being recommended for award, of which two have local addresses. At the time of advertisement, 5,902 vendors were notified, 21 downloaded the solicitation, and five responded to the solicitation.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$15,000,000. The value of this contract is substantially the same as the prior contract.

Department	Allocation	Funding Source	Contract Manager
Aviation	\$15,000,000	Proprietary Funds	Sylvia Novela
Total:	\$15,000,000		

Track Record/Monitor

Basia M. Pruna of the Internal Services Department is the Assistant Division Director.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any termination provisions, as well as all authority granted

pursuant to Sections 2-285 and 2-285.2 of the Miami-Dade County Code, and Implementing Order 3-39. The County Mayor or County Mayor's designee will also have the authority to solicit pricing, award work orders, exercise all provisions of the solicitation documents and any work orders. This item additionally authorizes the County Mayor or County Mayor's designee to, periodically during the term of the pool and resulting contracts, solicit and award additional contracts to vendors who may at the time of such award, meet the minimum requirements established in this solicitation; such awards will not otherwise extend the time period of the contracts or increase the maximum amount payable under these contracts.

Vendors Recommended for Award

A Request to Qualify was issued under full and open competition. Five vendors responded to the solicitation, of which four are being recommended for award as set forth in the table below. Pursuant to Resolution No. R-477-18, fewer than 75 percent of vendors recommended are local due to a limited number of them offering these services.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Cherokee Enterprises Inc.	12981 NW 113 Court Medley, FL	Same	37	Amanuel Worku
			44%	
Cross Environmental Services Inc.	39646 FIG Street Zephyrhills, FL	None	4	Clyde A. Biston
			4%	
**Decon Environmental & Engineering Inc.	2652 NW 31 Avenue Fort Lauderdale, FL	None	15	Alon Levin
			44%	
MCO Environmental Inc.	7275 NW 64 Street Miami, FL	Same	19	Cruz Otazo
			100%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade County as compared to the vendor's total workforce.

** Decon Environmental & Engineering, Inc. (Decon) is currently not in compliance with the established 10 percent SBE-Con goal on Contract No. MDAD-03-11: Hazardous Material Removal Contract, consequently, Decon is subject to an SBE-Con make-up requirement and a monetary penalty. Per the attached memorandum prepared by the Internal Services Department's Small Business Development Division dated December 9, 2019, Decon achieved zero percent of the 10 percent SBE-Con goal and currently has a deficit of \$103,624 on Contract No. MDAD-03-11. If this award is approved by the Board, Decon's participation in this Prequalification Pool would be used to cure the deficiency.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for not Recommending
D P C General Contractors Inc.	Yes	Vendor was deemed non-responsive by the County Attorney's Office as it did not have the required general contractor's license.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were

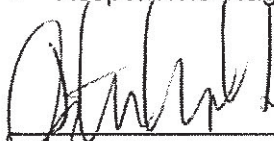
2

referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement pool reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and drafting sessions with the client departments.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise (SBE) Subcontractor Goal applies, as follows: SBE-Con (5.00%), SBE-Goods (0.37%), SBE-Services (0.63%).
- Local Preference will be applied at the time of spot market competition where permitted by the funding source.
- The Community Workforce Program Goal applies.
- The Living Wage does not apply.
- Responsible Wages apply.



Jack Osterholt
Deputy Mayor

Memorandum



Date: December 9, 2019

To: Lester Sola, Director
Miami-Dade Aviation Department

From: Gary T. Hartfield, Director
Small Business Development Division
Internal Services Department

A handwritten signature in black ink, appearing to be "G. Hartfield", written over the "From:" field.

Subject: Contract No. MDAD-03-11, Hazardous Material Removal Contract

Contract No. MDAD-03-11, Hazardous Material Removal Contract, was reviewed for compliance with the 10% Small Business Enterprise – Construction (SBE-Con) goal and the Community Workforce Program (CWP). Resolution No. R-1001-15 requires County contracts with small business measures meet at least 85 percent of the small business goals applicable to the contract work performed to date before a change order or contract amendment is considered for Board approval. Resolution R-525-17 exempted change orders or amendments for non-compensatory time extensions only from this requirement. Change Orders No. 1 and 2 are for time extension only, as such R-1001-15 does not apply and the SBE measures remain the same. This contract was project order driven.

On September 18, 2012, the Board awarded Contract No. MDAD-03-11 in the amount of \$15,037,500 to the following contractors with a 10% SBE-Con goal: Cherokee Enterprises, Inc., DPC General Contractors, Inc., Decon Environmental and Engineering, Inc., and MCO Environmental, Inc. All work under this contract was to be awarded through competitive bidding procedures, as projects arose, among the four contractors and awarded based on the lowest responsive and responsible bid. For CWP to apply, the work must be located in a Designated Target Area (DTA) and last for more than thirty (30) days. Work orders that would last greater than 30 days were to be submitted by the Miami-Dade Aviation Department (MDAD) to Small Business Development (SBD) for the application of a CWP goal, however, there were none submitted to SBD for application of a CWP goal.

MDAD-03-11 0001 – Cherokee Enterprises, Inc. (Cherokee) submitted a Schedule of Intent (SOI) Affidavit to have Ruben Electric Technology, Inc. (Ruben Electric) meet the goal through the performance of electrical work. Cherokee was awarded project orders with a total value of \$10,494,970. To date, Cherokee has been paid \$8,550,779, requiring \$855,079 in SBE-Con participation for compliance with the 10% goal. Project Manager Foster Mack has confirmed that Ruben Electric has performed all the electrical work available on the project orders issued to Cherokee. Ruben Electric has requisitioned \$67,582 and been paid \$54,990 to date. Once all requisitioned funds are paid to the SBE-Con firm, Cherokee will have achieved 0.79% of the 10% goal. Because there was insufficient electrical work available to meet the goal and the SBE-Con firm was awarded all the electrical work available, Cherokee should be excused from the remainder of the goal.

MDAD-03-11 0002 – DPC General Contractors, Inc. (DPC) submitted a SOI to have Allied Demolition, Inc. (Allied) meet the goal through the performance of demolition work. DPC was awarded project orders with a total value of \$1,076,091. To date, DPC has been paid \$757,278 for work performed, requiring \$75,728 in SBE-Con participation for compliance with the 10% goal. Project Manager Foster Mack has confirmed that there was approximately \$244,954 in demolition work. Allied was awarded and paid \$16,500 to date resulting in a deficit in SBE-Con participation of \$59,228. DPC is not in compliance with the SBE-Con goal. Deficits in SBE-Con participation are subject to an SBE-Con make-up requirement on a future contract and a monetary penalty equal to a percentage of the deficit. Contract No. MDAD-03-11, Hazardous Material Removal Contract

MDAD-03-11 0003 – Decon Environmental and Engineering, Inc. (Decon) submitted a SOI to have F&F Engineering Contractor, Inc. (F&F) meet the goal through the performance of site preparation and industrial building construction work. F&F's SBE-Con certification expired May 31, 2018. Pursuant to the SBE program, if an SBE-Con becomes unavailable the prime must identify a substitute SBE. Decon did not replace F&F with another certified firm. Decon was awarded project orders with a total value of \$1,249,612.07. Six (6) project orders were awarded prior to the expiration of F&F's certification. To date, Decon has been paid \$1,036,236 for work performed, requiring \$103,624 in SBE-Con participation for compliance with the 10% goal. Project Manager Foster Mack has confirmed that there was approximately \$546,017 worth of site preparation work. There has been no SBE-Con participation on this project. Decon has achieved 0% of the 10% goal and has a current SBE-Con deficit of \$103,624. Decon is not in compliance with the SBE-Con goal. Deficits in SBE-Con goals are subject to an SBE-Con make-up requirement on a future contract and a monetary penalty equal to a percentage of the deficit.

MDAD-03-11 0004 – MCO Environmental, Inc. (MCO) was awarded project orders with a total value of \$1,916,119. To date, MCO has been paid \$1,769,684 for work performed, requiring \$176,968 in SBE-Con participation for compliance with the 10% goal. The SBE-Con firms have requisitioned \$275,830 and been paid \$272,830 to date. MCO has achieved a 15% SBE-Con participation and is in compliance with the 10% goal at this time.

Please do not hesitate to contact Alice Hidalgo-Gato, SBD Section Chief, at 305-375-3153 if additional information is needed.

c: Arlyn Rull, Chief of Staff, MDAD
Ken Pyatt, Deputy Director, MDAD
Sergio San Miguel, Chief Financial Officer, MDAD
Sylvia Novela, Strategic Procurement Director, MDAD
Patricia Hernandez, Sr. Executive Assistant to the Director, MDAD
Foster Mack, Civil Environmental Engineering, MDAD
Alice Hidalgo-Gato, SBD Section Chief, ISD
Tracie Auguste, SBD Section Chief, ISD

EXHIBIT A

REQUEST TO QUALIFY NO. 01064 HAZARDOUS MATERIAL REMOVAL SERVICES

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the __ day of _____, 20__, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and _____ hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents (as such term is defined in the General Covenants and Conditions attached hereto), including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has completed the prequalification requirements for the County for inclusion in the Pool as required by this Non-Exclusive Contract and that said requirements, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non-Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

The term of this Non-Exclusive Contract is five (5) years from the effective date established in the Notice of Award with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed _____ Dollars (\$ _____), as approved by the County, for the duration of the term of the Non-Exclusive Contract. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA**

By: _____

Name: Alon Levin

Title: President

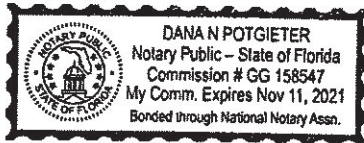
Date: 11/15/19

Attest: _____

Dana Potgieter
Corporate Secretary/Notary

Public

Corporate Seal/Notary Seal



By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

Attest: _____

Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) **PARTNERSHIP OR
CORPORATE JOINT VENTURER:
JOINT VENTURER:**

(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) **PARTNERSHIP OR
CORPORATE**

(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

EXHIBIT A

REQUEST TO QUALIFY NO. 01064 HAZARDOUS MATERIAL REMOVAL SERVICES

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the 15th day of November, 2019, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and Cherokee Enterprises, Inc hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents (as such term is defined in the General Covenants and Conditions attached hereto), including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has completed the prequalification requirements for the County for inclusion in the Pool as required by this Non-Exclusive Contract and that said requirements, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non-Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

The term of this Non-Exclusive Contract is five (5) years from the effective date established in the Notice of Award with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed Fifteen Million Dollars (\$ 15,000,000.00), as approved by the County, for the duration of the term of the Non-Exclusive Contract. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA**

By: Cherokee Enterprises, Inc.

Name: Amanuel Worku

Title: Vice President

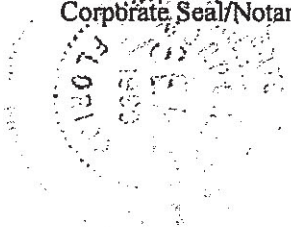
Date: 11/15/2019

Attest: [Signature]

Corporate Secretary/Notary

Public

Corporate Seal/Notary Seal



By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

Attest: _____

Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) **PARTNERSHIP OR
CORPORATE JOINT VENTURER:
JOINT VENTURER:**

(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) **PARTNERSHIP OR
CORPORATE**

(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

EXHIBIT A

REQUEST TO QUALIFY NO. 01064 HAZARDOUS MATERIAL REMOVAL SERVICES

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the ___ day of _____, 20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and _____ hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents (as such term is defined in the General Covenants and Conditions attached hereto), including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has completed the prequalification requirements for the County for inclusion in the Pool as required by this Non-Exclusive Contract and that said requirements, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non-Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

The term of this Non-Exclusive Contract is five (5) years from the effective date established in the Notice of Award with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed _____ Dollars (\$ _____), as approved by the County, for the duration of the term of the Non-Exclusive Contract. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA**

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Public _____

Corporate Seal/Notary Seal

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:
JOINT VENTURER:

(Corporate Name)

By: _____

President

Attest _____

Secretary

(B) PARTNERSHIP OR
CORPORATE

(Corporate Name)

By: _____

President

Attest _____

Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____

Signature of Authorized Representative of Joint Venture

Witnesses as to Above

EXHIBIT A

REQUEST TO QUALIFY NO. 01064 HAZARDOUS MATERIAL REMOVAL SERVICES

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the 19 day of NOVEMBER, 2019, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and MCO ENVIRONMENTAL, INC. hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents (as such term is defined in the General Covenants and Conditions attached hereto), including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has completed the prequalification requirements for the County for inclusion in the Pool as required by this Non-Exclusive Contract and that said requirements, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non-Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

The term of this Non-Exclusive Contract is five (5) years from the effective date established in the Notice of Award with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed FIFTEEN MILLION Dollars (\$15,000,000.00), as approved by the County, for the duration of the term of the Non-Exclusive Contract. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

CONTRACTOR

By: MCO ENVIRONMENTAL, INC.
Name: JULIO O. OTAZO
Title: V. PRESIDENT/SECRETARY
Date: NOVEMBER 19, 2019
Attest: [Signature]
Public Corporate Secretary/Notary
Corporate Seal/Notary Seal

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: Carlos A. Gimenez
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

CONTRACTOR (if Partnership or Corporate Joint Venture)



(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:
JOINT VENTURER:

(Corporate Name)
By: _____
President
Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE

MCO ENVIRONMENTAL, INC.

(Corporate Name)
By: _____
President
Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above



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ARTICLE 1 - DEFINITIONS

1.1 DEFINITIONS

When used in these Contract Documents (defined below), or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

- 1.01 **Addendum**: A modification of the Plans, Specifications or other Contract Documents distributed to Contractors prior to the opening of Project Order Proposals (POPs).
- 1.02 **Advertisement**: Notification to Contractors inviting the submission of POPs for Work.
- 1.03 **AIP**: The Airport Improvement Program, a grant-in-aid program, administrated by the Federal Aviation Administration. No requirement of the AIP Act, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract, nor will any such requirement interfere, in any way, with the right of either party to the Contract.
- 1.04 **Air Operations Area**: The Air Operations Area (AOA) shall mean any area of the airport used or intended to be used for landing, taking off or surface maneuvering of aircraft. An air operation area shall include paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway or apron.
- 1.05 **Allowance Account(s)**: Account(s) in which stated dollar amount(s) are included in the Project Order for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Project Order, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the County to be incorporated into the Project Order. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the County.
- 1.06 **Architect/Engineer (A/E)**: The Architectural or Engineering firm which will prepare the Project Order Documents and which acts as the County's agent in administration of the Contract and Project Order. The Contract Officer may assume the duties of the A/E.
- 1.07 **Beneficial Occupancy**: The County may, in its sole discretion, occupy any portion of the Work prior to Substantial Completion of the Work. This will not relieve the Contractor of its obligation to fully complete the Work in accordance with the Contract and Project Order Documents.
- 1.08 **Business Management & Workforce System (BMWS)**: The County's web-based system that firms must utilize to comply with Small Business Enterprise (SBE), Wage and/or Workforce programs and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>).
- 1.09 **Bulletin**: Any written document initiated by the Architect/Engineer, advising the Contractor of proposed alterations, revisions, additions and deletions in the work and requesting itemized price quotations for such proposed changes.
- 1.10 **Calendar Day**: Every day shown on the calendar.
- 1.11 **Change Order**: A written agreement executed by the County, the Contractor and the Contractor's Surety, covering modifications to the Contract, recommended by the Architect/Engineer and approved by the consulting engineers.

- 1.12 **Consulting Engineers:** HNTB, Consulting Engineers/Supervising Architects to the Miami-Dade Aviation Department.
- 1.13 **Contract Officer:** The Aviation Director or designee, who will act as the chief authority in administering the Contract and competitive bidding process (refer to Article 2.9 herein). The Contract Officer may perform in the capacity of A/E, Construction Manager, and/or Field Representative.
- 1.14 **Contract Documents:** The Request to Qualify (RTQ), RTQ Submittal Form, Project Order Proposal (POP), Project Order (PO), Project Order Draft (POD), Condition of Award Requirements, Post-Award Requirements, Contract Summary, Performance and Payment Bond, General Conditions, Special Provisions, Change Orders, Project Order Modification (POM), Work Order, Schedules and shop drawings, and Insurance Certificate. Some or all of these documents or any other written information will accompany the PO during the competitive bidding process.
- 1.15 **Contract Measures:** The preferences or goals established by SBD for the purpose of enhancing opportunities for certified firms to perform contracts for the County.
- 1.16 **Contract Summary:** The executed agreement, attachments hereto and a part hereof entered into by the County and the Contractor, including all of general conditions, attachments, exhibits, and amendments.
- 1.17 **Contract Time:** The Contract Time shall start from the date of the Notice of Award and continue as stated in the Contract Summary of this Contract, unless extended by Change Order.
- 1.18 **Contractor:** The individual, firm, partnership, corporation or joint venture who enters into a Contract with the County as a result of RTQ-01064 and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work as defined in the individual POs. The Contractor is responsible for all Work awarded under this Contract, including all construction administration and management. The Contractor is responsible for all labor, equipment, and materials as necessary to perform such duties and construct projects as identified in the Contract and PO Documents.
- 1.19 **County:** A political subdivision of the State of Florida whose governing body is the Board of County Commissioners (BCC) of Miami-Dade County, Florida.
- 1.20 **County Mayor or Mayor:** The County Mayor of Miami-Dade County, Florida.
- 1.21 **Days:** Consecutive calendar days.
- 1.22 **Default:** Failure to meet or complete a contractual obligation as set forth in Contract Documents or individual PO's.
- 1.23 **Delays:** May be Excusable or Non-Excusable, as further defined in Sub-Article 7.5, Non-Excusable and Excusable Delays.
- 1.24 **Direct Costs:** Direct Costs recoverable by the Contractor as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the reasonable additional cost of rental for any Special Equipment or Machinery. Labor shall be limited to site labor costs, including Employer's Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the drawings and specifications and materials approved by the

Architect/Engineer as necessary to install the permanent materials in an efficient and workmanlike manner. Rental for Special Equipment and Machinery, not already mobilized on the airport, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributor (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the Special Equipment or Machinery is in use on the work plus any required mobilization. Payment for Special Equipment and Machinery already mobilized on the airport shall not exceed the monthly rate stated in the AED divided by one hundred and seventy six (176) to establish a per hour rate that the Special Equipment and Machinery is in use on the work, plus any required re-mobilization. For Special Equipment or Machinery not listed in said document the Contractor shall be paid a rental rate corresponding to the average prevailing rental rate for such equipment or machinery in Miami-Dade County, Florida, subject to approval by the Architect/Engineer. No additional payment shall be made to the Contractor for fuel, lubricants, fair wear and tear, transportation, insurance or depreciation. Any equipment or machinery not designated by the Architect/Engineer as Special Equipment and Machinery shall be considered Overhead.

- 1.25 **Director:** The Director of the Miami-Dade Aviation Department, or his/her Designee. The Director's mailing address is: Post Office Box 025504, Miami, Florida 33102-5504.
- 1.26 **Emergency Work:** The construction and services required which are of an unforeseen or unanticipated urgent and immediate need for the protection of life, health, safety or welfare of the public or the preservation of public properties.
- 1.27 **Employer's Payroll Burden:** The Contractor's cost of employees, which shall include, but is not limited to, the following items: costs of workers' compensation insurance, applicable fringe benefits and liability insurance, employer social security contribution, employer pension contributions, unemployment insurance and health insurance.
- 1.28 **Extra Work:** An item of work not provided for in the awarded Contract and Project Order as previously modified by Project Order Modification or Change Order/Work Order, but which is found by the Architect/Engineer or Contract Officer to be necessary to complete the work within the intended scope of the Contract and Project Order.
- 1.29 **Field Representative:** An authorized representative of the Owner providing administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract and Project Order.
- 1.30 **Final Acceptance:** The time at which the County has determined that the Contractor has completed all the Work and furnished all documents required by the Contract and/or associated documents for an identified Project. Final Acceptance shall also denote the beginning of any warranty period associated with a Project
- 1.31 **General Manager:** An individual employed by the Contractor to manage this Contract and Project Orders and available to the Contract Officer within One (1) hour, 24-hours, 7-days a week. This individual shall be the contact party for the Contractor, and correspondence concerning this Contract and Project Orders shall be directed to the General Manager. This individual shall have the authority to sign on behalf of and bind the Contractor for all matters connected with this Contract and Project Orders. .
- 1.32 **Green Building Certification Institute (GBCI):** The designated organization responsible for administering the LEED certification program.

- 1.33 **Laborers:** Workers, under the employ and supervision of the Contractor or a Subcontractor, used in the direct performance of construction work under an individual Project.
- 1.34 **LEED (Leadership in Energy and Environmental Design):** An ecology-oriented building certification program run under the auspices of the United States Green Building Council (USGBC).
- 1.35 **LEED AP:** A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the Green Building Council Institute (GBCI) or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.
- 1.36 **LEED Certification Documents:** Reports, documents, or other supporting data required to apply for and obtain the desired LEED certification.
- 1.37 **LEED Certification Plan:** Plan developed by the LEED AP and the Contractor to develop and monitor the documentation required during design and construction for the LEED certification application process. The LEED Certification Plan shall include project LEED certification phases and milestones and shall be approved by the Project Manager.
- 1.38 **LEED Status Report:** A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.
- 1.39 **Lessee:** Any individual, partnership or corporation having a tenant relationship with the County.
- 1.40 **Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the PO that will be deducted from the PO Sum for each Calendar day of delay due to a Non-excusable Delay.
- 1.41 **Liquidated Indirect Costs:** The amount stipulated in the PO that will be added to the PO Sum for each calendar Day of delay due to a Compensable Excusable Delay. The Contractor accepts this sum as full compensation for the Contractor's and all its Subcontractors' Indirect Costs, for each day of Compensable Excusable Delays.
- 1.42 **Local Certified Veteran Business Enterprise:** A firm that is (a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and (b) prior to POP submittal, is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.
- 1.43 **Major and Minor Unit Price Items:** A Major unit price item shall be any item that is listed in the Project Bid, the total cost of which is equal to or greater than twenty percent (20%) of the total amount of the awarded contract, less the Allowance and audit accounts. All other items shall be considered Minor unit price items.
- 1.44 **Miami-Dade Aviation Department (MDAD) or Department:** A Department of Miami-Dade County government.

- 1.45 **Notice of Award (NOA)**: The Notice of Award for this Contract shall be the initial authorized starting date for the Contractor to commence Work under the Pool, as stipulated by the Blanket Purchase Order date issued by the Internal Services Department, Strategic Procurement Division.
- 1.46 **Notice to Proceed (NTP)**: The Notice to Proceed shall establish the date of commencement of the Work for each Project Order. The written communication issued by MDAD to the Contractor directing the Contractor to begin the Work, establishing the date of commencement.
- 1.47 **Overhead (Indirect Costs)**: Includes any costs other than Direct Costs, as defined herein, incurred by the Contractor and all its Subcontractors of any tier in the performance of the Contract and Project Order as may be required for the efficient operations of this Contract. Overhead includes, but is not limited to all costs associated with: project bond premiums, project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery not designated by the Architect/Engineer as Special Equipment or Machinery, utilities, rent, telephones, facsimile machines, computers, word processors, printers, plotters, computer software, all expendable items, job site and general office expenses, cost of transportation of subcontractors to and from the work site(s), deliveries and pick-up of shop drawings, pay estimates, and revised drawings to and from the A/E's offices, mail, courier service, permit expeditors, profit, extended jobsite general conditions, interest on monies retained by the County, escalated costs of materials and labor, decreased productivity, home office expenses or any cost incurred that may be allocated from the headquarters of the Contractor or any of its Subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, costs to prepare a bid, cost to prepare a quote for a Change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of projects not bid upon, loss of productivity or inefficiencies in the Work from any cause.
- 1.48 **Owner**: The term Owner as used in this Contract and Project Order shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Regulatory and Economic Resources, Transportation and Public Works, Water and Sewer, and Fire Rescue or their successors.
- 1.49 **Performance and Payment Bond**: Bond executed by the Contractor and its Surety, on the attached form, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.
- 1.50 **Plans**: The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract and Project Order Documents.
- 1.51 **Procurement Contract Officer**: The assigned procurement professional assigned to the subject project to oversee the award of the subject Contracts.
- 1.52 **Project**: The construction and services required by the Contract and Project Order Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations. Work authorized and signed by MDAD under a Contract and Project Order to the Contractor.

- 1.53 **Project Construction Cost:** The Project Construction Cost is the approved amount determined in the Project Order for specific. Project construction costs shall include costs related to construction materials, supplies, and labor used in the performance of construction work authorized for specific Project Orders.
- 1.54 **Project/Construction Manager:** Employee of the Contractor who reports directly to the MDAD Project/Construction Manager or the designated MDAD Representative. Responsible for day to day construction activities, project scheduling, administration coordination and supervision of construction superintendents and Projects. The Project/Construction Manager must possess the ability to speak and write the English language fluently.
- 1.55 **Project Manual:** The portion of the Contract Documents, prepared by the Architect/Engineer, other than the Plans.
- 1.56 **Project Order (PO):** The written agreement initiated by the Contract Officer directing the Contractor to perform work for a specific Project in accordance with the provisions of the Contract Documents and the requirements of the PO. The PO as used herein shall also refer to this Contract and all Contract Documents and shall include all terms and requirements as set forth in this Contract, Project Order Draft (POD), and Project Order Proposal (POP) which may include Technical Specifications, Plans, and other documents, together with all Project Order Modifications (POMs) and Work Orders as may be issued under a POD.
- 1.57 **Project Order Draft (POD):** An order to the Contractor issued and approved by the Contract Officer describing the scope of work to be performed, Project Time, and other conditions applicable to a proposed Project. The POD initiates the Contractor's estimating/proposal process.
- 1.58 **Project Order Modification (POM):** A written agreement executed by the Contractor and the Contract Officer covering changes in the design, materials, methods or other conditions of a PO. All changed or added work ordered shall be performed by the Contractor at the time specified in the POM, and progress payment for such work shall be made based upon cost estimates prepared by the Contractor and reviewed and approved by the Architect/Engineer.
- 1.59 **Project Order Proposal (POP):** The response of the Contractor to the POD. This is the Contractor's bid. Included in the POP is the direct job related costs (including Contractor(s) overhead and profit) and Subcontractor's cost (if any).
- 1.60 **Project Staff:** An employee of the Contractor who reports directly to the General Manager.
- 1.61 **Project Testing Laboratory:** The laboratory(ies) employed by the County to perform under the direction of the Architect/Engineer all quality assurance testing.
- 1.62 **Project Time:** The number of consecutive calendar Days established for the performance of the work under a PO. The Project Time for each Project Order shall start with a Notice to Proceed and shall complete as stipulated in the PO, unless extended by a POM, Change Order, and/or Work Order.
- 1.63 **Request to Qualify (RTQ) No. 01064:** The solicitation documentation, including any and all addenda.
- 1.64 **Runway:** The area on any MDAD operated airport prepared for the landing and takeoff of aircraft.

- 1.65 **Safety Plan**: A plan prepared by the A/E or Contractor for an individual Project (when necessary) and approved by the MDAD depicting key elements and/or landmarks of the AOA and the relationship of the Contractor's marshaling/work area to these elements.
- 1.66 **Site, Project Site, Work Site, Construction Site, Job Site**: The location(s) at which the work under this Contract and Project Orders are to be accomplished, as shown on the Plans or P.O.
- 1.67 **Small Business Development (SBD)**: The Small Business Development Division of the Miami-Dade County Internal Services Department.
- 1.68 **Small Business Enterprise (SBE)**: A firm certified by SBD in accordance with any available certification program established under the Code of Miami-Dade County, which may include Small Business Enterprise – Construction Services providers.
- 1.69 **Small Business Enterprise – Construction Services (SBE-CONS) Firms**: SBE-CONS means a construction related enterprise including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County, which has been certified by SBD in accordance with Section 10-33.02 of the Code of Miami-Dade County and Implementing Order 3-22, as may be amended during the term of the Contract.
- 1.70 **Special Equipment or Machinery**: Equipment or machinery such as power driven rollers, tractors, backhoes, bulldozers, excavators, trucks (excluding "pickup" trucks), cranes, industrial railroad equipment, or any other such equipment approved by the Architect/Engineer as necessary to complete the Project in an efficient and workmanlike manner. This equipment or machinery must be a requirement for the economical performance of the work to be accomplished by the Contractor or by a Subcontractor (of any tier). Special Equipment or Machinery shall not include small tools or pieces of equipment considered to be standard equipment included in the basic inventory of a General Contractor or a Subcontractor (of any tier).
- 1.71 **Subcontractor**: Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.
- 1.72 **Substantial Completion**: Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract and Project Order Documents, so that the County may use the Work for the use for which it is intended or for such other use which the County in its sole discretion may determine to be appropriate under the circumstances, and after receipt of a temporary or final certificate of occupancy or completion.
- 1.73 **Surety**: The bonding company furnishing the Bonds required of a Contractor.
- 1.74 **Taxiway**: For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by MDAD for movement of aircraft to and from the airport's runways or aircraft parking areas.
- 1.75 **Technical Specifications**: The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders, Change Orders that may be issued for the Contract, and Project Order

Modifications that may be issued for a Project Order, all describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed.

- 1.76 **Unit Prices:** There are two types of unit price items; "Major Unit Price Item" and "Minor Unit Price Item". The term "Major Unit Price Item" shall refer to any single item of work on the PO for which the extended price on the PO (quantity times unit price) is at least 20% of the Total Amount in the PO. The term "Minor Unit Price Item" shall refer to those item(s) of work not meeting the criteria for "Major Unit Price Item".
- 1.77 **Work:** The construction and services required by the Contract and Project Order Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Contract and Project Order Documents.
- 1.78 **Work Order:** A written order, authorized by the Director, directing the Contractor to perform work under a specific Allowance Account or which directs the Contractor to perform a change in the work, which does not change the value of an awarded POD.

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

2.1 INTENT OF CONTRACT

2.1.01 The intent of the Contract is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a functioning facility which it may use as intended. Work of the Contract shall be assigned via Project Order. Each Project Order is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a functioning facility which it may use as intended. The Contractor shall perform, without additional compensation, such incidental work as necessary to complete the Work, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.

2.1.02 It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract, nor shall any Project Order. Without limitation, a subcontractor on a Project Order shall not be deemed to contractual rights as against the County.

2.1.03 No acceptance, order, measurement, payment, or certificate of or by the Owner or its employees or agents shall either estop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

2.1.04 The Contractor shall not assign this Contract, or any part thereof, except with the express written consent of the County.

2.1.05 The Contract shall become effective as defined in the Contract Time, and shall continue through the last day of the sixtieth (60) month. The parties agree that if the Contractor is providing services related to a specific Project that has been initiated prior to the expiration of the Contract term, such services will continue under the terms of the Contract until completion.

2.2 OTHER CONTRACTS

2.2.01 The Owner may award other contracts for other work on the Site. The Contractor shall fully cooperate with such other contractors and shall carefully fit his own work to that provided under other contracts as may be directed by the A/E or the Field Representative. The Contractor shall not commit or permit any act, which

will interfere with the performance of work by any other contractors, or fail to perform such acts as required to avoid interference with the performance of work by any other Contractor.

2.2.02 In the event of interference between the work of the Contractor and other Contractor(s) working concurrently at the Site, the MDAD Project Manager and the A/E or the Field Representative will instruct the Contractor as to which Work has priority in performance and such instructions shall be binding upon the Contractor. The Contractor shall not have any claim against the Owner, the Consulting Engineers, the Architect/Engineer, or the Field Representative for any additional compensation whatsoever in connection therewith.

2.2.03 The Contractor shall conduct its operations so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

2.3 PLANS, TECHNICAL SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS

2.3.01 Plans showing general outlines and details necessary for a comprehensive understanding of the work, form a part of the Contract Documents. All work under the Contract Documents shall be performed in all respects in compliance with the requirements of the Contract Documents.

2.3.02 The Contract Documents provide for a complete work, and may have been prepared in divisions of various crafts, trades and other categories of work. The Contractor is responsible for the performance of all work under the Contract Documents regardless of any such divisions, and shall ensure that all of the work is performed and completed.

2.3.03 The Owner will provide the Contractor with one (1) transparency copy of the Plans and three (3) copies of the Project Manual for the Contractor's use during the execution of the Contract Documents and/or upon issuance of any Project Order. The Contractor may reproduce these documents at its own expense for its use during the performance of the work under this Contract.

2.3.04 The Contractor shall maintain at the Site at all times at least one (1) copy of Plans, Technical Specifications and all other Contract Documents, together with at least one (1) complete set of approved Shop Drawings and approved samples. The Contractor shall also maintain on site of the job a copy of the construction documents approved and permitted by the Agencies having jurisdiction.

2.3.05 The Contractor shall make available at the job site one (1) copy of each referenced standards and/or specifications for the Contractor's and the Field Representative's or the A/E's use during the time that work covered by the standards and/or specifications is underway.

2.3.06 The Contract, Plans, Project Order, Technical Specifications, and all referenced standards cited are essential parts of the requirements of the Contract Documents. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

2.3.07 In the event of any conflicts, ambiguities, or discrepancies among the Contract Documents, the precedence in resolving such conflicts, ambiguities, or discrepancies shall be as follows:

- A. Special Provisions shall govern over, General Conditions, PO and Technical Specifications.
- B. General Conditions shall govern over the PO, POM, Work Order, Technical Specifications, Schedule, Drawings, and Plans.
- C. The POM shall govern over the PO Technical Specifications, Schedule, Drawings, and Plans.

- D. The PO or Work Order shall govern over the Technical Specifications and Plans.
- E. Technical Specifications shall govern over Plans and over Standard Specifications and over standards for testing and materials and over cited FAA Advisory Circulars.
- F. Plans shall govern over Technical Specifications and over standards for testing and materials and over cited FAA Advisory Circulars.
- G. On the Plans, calculated or figured dimensions shall govern over scaled dimensions.
- H. All preceding shall govern over the RTQ, RTQ Submittal form and any other document that forms the Contract Documents.

Notwithstanding the preceding, all applicable building, life, or safety codes shall take precedence over any term to the contrary in these Contract Documents. The Contractor represents that it is familiar with and has knowledge of all applicable building, life, and safety codes.

2.3.08 The Contractor shall not take advantage of any apparent error, omission, discrepancy or ambiguity on the Plans or Technical Specifications. If any error, omission, discrepancy or ambiguity is found by the Contractor in the Plans or Technical Specifications, the Contractor shall refer the same to the A/E or Field Representative in a timely manner to allow sufficient time for an interpretation and decision by the Architect Engineer prior to any related work delay. The Architect Engineer's decision shall be final. The Contractor shall not be entitled to compensation for extra work occasioned by any error, omission, discrepancy, or ambiguity which is patent on the face of the Contract or Project Order, and shall perform such extra work as directed by the County at its sole cost and expense.

2.3.09 The Architect/Engineer shall have the right to correct apparent errors or omissions in the Plans and Technical Specifications and to make such interpretations as he may deem necessary for the proper fulfillment of the Contract Documents. During the course of the work, should any conflicts, ambiguities, or discrepancies be found that are not addressed or any discrepancies between the Plans and the Technical Specifications to which the Contractor has failed to call attention before submitting the POP, then the Architect/Engineer will interpret the intent of the Plans and Technical Specifications and the Contractor hereby agrees to abide by the Architect/Engineer's interpretation and agrees to carry out the work in accordance with the decision of the Architect/Engineer. In such event the Contractor will be held to have included in the POP the most expensive material and/or method of construction.

2.3.10 When a material, article, or equipment is designated by a brand name, and more than one brand name is listed, it will be understood that the design is based on one of the brand name listed products. The Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment actually being provided without additional cost to the Owner.

2.3.11 The organization of the Contract Documents into divisions, sections and articles, and the arrangement of Drawings does not restrict or limit the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

2.3.12 Product and Reference Standards:

- A. When descriptive catalog designations including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue on the date of the first Advertisement for the POD.

- B. When standards of the Federal Government, Florida Department of Transportation, Standards Organization such as ASTM, AASHTO, AWS or ANSI, trade societies, or trade associations are referred in the Contract Documents by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current published edition on the date of the first Advertisement for the POD shall be considered as part of the Contract Documents.

2.3.13 Where in the Contract Documents an item is identified by a particular manufacturer's name, model or other code it shall be interpreted to include other manufacturers' product of like and equal quality whether the words "or equal" are included or not.

2.3.14 Wherever a particular manufacturer's product is required, to the exclusion of all others, appropriate language is included in the Contract Documents.

2.3.15 Wherever the terms, "as directed", "ordered", "permitted", "designated", "as approved", "approved equal", "or equal", "acceptable" and other words of similar meaning which authorize an exercise of judgment are used in the Contract Documents, such judgment shall be vested only in the Architect/Engineer and/or the Owner.

2.4 CONFORMITY WITH PLANS AND TECHNICAL SPECIFICATIONS

2.4.01 The entire work and each part thereof shall be constructed at the location, elevation, grade and gradient specified, and in proper alignment and adjustment. The Contractor shall provide all frames, forms, falsework, shoring, guides, anchors and temporary structures required to ensure these results.

2.4.02 No deviation from the approved Plans, Technical Specifications and other Contract Documents shall be permitted without the prior written approval of the Architect/Engineer, which approved deviation(s) shall be documented to the extent required by the Contract Documents.

2.5 AUTHORITY OF THE ARCHITECT/ENGINEER

2.5.01 The Architect/Engineer shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Technical Specifications or Plans relating to the work, and the fulfillment of the Contract Documents on the part of the Contractor to the extent that the County concurs in this interpretation.

2.5.02 The Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract Documents.

2.5.03 Where the Contract Documents provide for decisions or other actions by the Architect/Engineer, the same shall be final and binding upon the Contractor, unless revoked in writing by the County.

2.5.04 The Architect/Engineer shall have free access to the work and materials at all times to facilitate the performance of his duties.

2.5.05 The Architect/Engineer shall have the right to reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer discovers any work in progress that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer will not be paid for.

2.5.06 The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.

2.5.07 The observation of the work and actions by the Architect/ Engineer, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Contractor or his Subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Architect/Engineer to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

2.6 AUTHORITY AND DUTIES OF THE FIELD REPRESENTATIVE

If there is no Field Representative, the A/E will assume the responsibilities of the Field Representative as described in this Article.

2.6.01 The Field Representative will administer the Contract Documents, and the orders of the Owner are to be given through the Field Representative. The Field Representative shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.

2.6.02 The Field Representative will observe the Contractor's work for compliance with the Contract Documents. Such observation shall extend to all or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used.

2.6.03 The Field Representative shall call the Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.

2.6.04 When any work in progress does not meet the requirements of the Contract Documents, the Field Representative shall have the authority to order the Contractor to shut down that portion of the work affected and shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representative's order to shutdown will not be accepted or paid for.

2.6.05 The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract Documents.

2.6.06 When any portion of the work is to be performed away from the site, the Contractor shall notify the Field Representative, in reasonable time, where and when such work is to be done, and shall make arrangements for access thereto by the Field Representative in order that same may be inspected by the Field Representative.

2.6.07 The Field Representative shall have the right to reject any material or work performed which does not meet the requirements of the Contract Documents. When the Field Representative discovers any work in progress that does not meet the requirements of the Contract Documents, the Field Representative shall reject that portion of the work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Field Representative will not be paid for.

2.6.08 The fact that the Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Field Representative from subsequently rejecting said materials or work.

2.6.09 The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor except as specified herein.

2.6.10 The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Contractor or his Subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract Documents; the Contractor shall not request or attempt to require the Field Representative to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

2.6.11 The Field Representative shall decide all questions relating to the rights of different contractors on the project.

2.7 OBSERVATION OF THE WORK

2.7.01 All materials and each part or detail of the work shall be subject to observation by the Field Representative and/or the Architect/Engineer. The Architect/Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required.

2.7.02 If either the Architect/Engineer or the Field Representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.

2.7.03 Any work done or materials used without observation by the Field Representative may be ordered removed and replaced at the Contractor's expense unless the Field Representative failed to observe the work after having been given reasonable notice in writing.

2.8 OTHER AUTHORIZED INSPECTION

2.8.01 The Owner, the Lessee(s) and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents. Inspection by MDAD shall not estop another agency of Miami Dade County from inspecting the work and or enforcing compliance with any applicable building, zoning, or life/safety code.

2.8.02 For AIP Projects, the work may be subject to inspection and approval by the FAA.

2.9 ASSIGNING PROJECT WORK/WORK ORDERS - PROJECT ORDER (COMPETITIVE BIDDING PHASE)

2.9.01 The preparation, bid and award of each Project Order (PO) will be in accordance with the following requirements, procedures and conditions:

- a) Contract Officer will prepare and issue to each pre-qualified Contractor (herein referred to as Contractor), a Project Order Draft (POD) which will include and will describe a

Project to be performed, the time allotted for construction, any liquidated damages and other project requirements and/or conditions including the employment of certified small business subcontractor's. The Technical Specifications and construction documents will also be provided.

The prequalified contractors shall be invited to attend a pre-bid conference which may be held for each Project, conducted by the A/E of Record and/or MDAD, at which time the Project site will be toured. Such pre-bid conferences will be held at a location to be determined by MDAD.

- b) Bidding of each Project shall be done on a competitive basis. Each Contractor shall submit their POP to MDAD at a time and location established in the POD for the work they propose to perform. The POP's will be opened at a specific time and place in the presence of MDAD and the A/E or MDAD designated representative. MDAD or an A/E may perform a bid evaluation on each Project and will submit its recommendation for award. A bid tabulation of all POPs received, identifying the lowest responsive and responsible bid, shall be prepared and analyzed by the A/E or MDAD designated representative and presented to MDAD accompanying all POP's. Local Certified Veteran Business Enterprises, and Preference to Local and Locally Headquartered Businesses will be applied as applicable.
- c) The award of each PO shall be made to the Contractor based on their POP which incorporates the lowest price necessary to complete the scope of work outlined in the POD. It is the responsibility of the Contractor to include within their cost estimate all work that is necessary to construct the Project as identified in each PO including daily cleaning of Project area and adjacent areas as required. The Contractor will be responsible for any additional costs that are necessary to complete the work in accordance with the PO due to their failure to properly and accurately bid the scope of work; to clearly identify the scope and the physical limits of the scope of work to the various subcontractors in particularly those areas where the scope of work for subcontractors overlap and for any other reason.
- d) Pursuant to Miami-Dade County Code Section 21-265, the successful Contractor (during the Project Order phase) shall maintain a final bid takeoff; that is, the final estimate, tabulation, or worksheet prepared by the Contractor in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of Miami-Dade County Code Article XV, False Claims Ordinance, may result in the sanctions provided for in the ordinance.
- e) The County reserves the right to reject all POP's and not award any PO. The County, by choosing to exercise its right of rejection, does so without the imposition of any liability against the County by any and all Contractors.

2.9.02 The Contractor agrees to furnish its services and perform all work expeditiously with due care and in a manner consistent with the interest of the MDAD.

2.9.03 The response to a Project Order Draft by the Contractor, i.e., Project Order Proposal, shall be in accordance with the following requirements:

- a) **Pricing** - The POP reflects the pricing methods outlined in the POD. The POD may specify different methods of payment: lump sum, unit price or cost plus, or any

combination of these three. The POD will clearly identify work to be paid for under the lump sum, unit price, or cost plus methods and the charges applicable to each pricing method.

2.9.04 Within fifteen (15) calendar days after the Award Notice for a specific PO, the Contractor shall prepare and submit to MDAD or the Architect/Engineer the following items for approval:

1) Cost Breakdown (Schedule of Values)

Note: In accordance with Resolution R-138-10, all County contracts for construction requiring use of a schedule of values to determine progress payments, to require as a condition subsequent to award and prior to the issuance of a NTP, that the scope of work to be performed by any SBE-CONS utilized to satisfy any SBE-CONS goal in the contract be separately identified in such schedule of values. Payment requisitions for the scope of work of such SBE-CONS shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the SBE-CONS for the previous construction draw.

2) Schedule of estimated monthly partial payments (to be included on Project schedules as per the methods described herein Article 10 - Payment, to Contractor) in these General Conditions.

The Cost Breakdown (Schedule of Values) shall be prepared in acceptable form for each of the major items of the work and shall be revised when requested by the Architect/Engineer if any of the values in the Cost Breakdown appear to be incorrect or unbalanced. No such revisions shall in any manner affect the Total PO Amount. Supporting data acceptable to the Architect/Engineer may be required to substantiate the Schedule of Values.

The Schedule of Estimated Monthly Partial Payments shall be realistic, and shall conform to the progress schedules. The Schedule of Estimated Monthly Partial Payments may be adjusted, from time to time, to reflect changes, if any, in the Overall PO Schedule or the actual progress of construction.

No payments will be made to the Contractor without complying with the before-mentioned requirements.

- a) Scheduling - The POP schedule proposal shall conform to the requirements specified in the POD and the methods described in Article 4 - Construction Schedule of these General Conditions.

2.9.05 In the event that the MDAD and the Contractor fail to reach agreement on the terms of the POP, the MDAD may, in its sole discretion, shall have the sole discretion to move forward with the next lowest priced bidder

2.9.06 Upon execution of the PO, the Contractor shall not change any Subcontractor(s) without the prior written consent of the Contract Officer.

2.9.07 Florida Sales Tax: All work under this Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on Sales, Use and Other Transactions, as amended, and the Bidder shall be responsible for determining its liability thereunder, shall make payment therefore, and the cost therefore shall be deemed included in the bid price.

2.10 EMERGENCY PROJECTS

In the event of an emergency, constituting an immediate hazard to the health or safety of personnel and/or property, a PO may be awarded in the following manner:

Emergency Response: When an emergency incident is reported, the MDAD Contract Officer, or his/her designee, may immediately, via phone or electronic mail, contact the prequalified Contractors to determine the quickest availability. The Contract Officer will attempt to solicit this information from no less than three (3) of the prequalified Contractors prior to issuance of the PO, but only to the extent that the emergency conditions allow for such solicitation. The Contract Officer shall, in his sole discretion, determine the Contractor that can most quickly address the emergency. After selecting the Contractor that will be attending the emergency, the Contract Officer, or his designee, will then issue a PO to proceed.. A Contractor must be ready within the next four (4) hours to attend to the emergency.

2.11 PROJECT ORDER COMPLETION

As the Work under each Project approaches completion, the Contractor will be given an itemized list prepared by the A/E of incomplete or defective work items. Satisfactory resolution of each of the items on this list is prerequisite to acceptance of the work.

A PO will be considered complete when:

- A. The Contractor has completed all work in accordance with the requirements of the PO.
- B. The Contractor has furnished the following:
 - 1. Contractor's Affidavit (Article 11.6).
 - 2. Subcontractor's Affidavit for all payments made for the Work.
 - 3. Originals or Mylar reproducible and two complete sets of prints of all Shop Drawings.
 - 4. Three (3) complete sets of maintenance manuals, parts lists and operating instructions.
 - 5. Operations and maintenance training for MDAD employees, when required in the Contract Documents.
 - 6. All Guarantees and Warranties (Article 11.6).
 - 7. Prints of the Project Record Drawings revised to the "Record Drawings" condition.
Final and complete "Record Drawings (As-Built)" information.
 - 8. Contractor's Final Affidavit and Release of All Claims (Article 11.6).
 - 9. Certificate of Occupancy.
- C. The MDAD has executed a PO Completion Form.

2.12 SUBCONTRACTING PROJECT ORDERS/WORK ORDERS

Nothing contained herein shall create any contractual relationship between the County and any Subcontractor.

2.13 AUTHORITY OF THE CONTRACT OFFICER

2.13.01 For those responsibilities of the County, the administration of Projects assigned under the Contract is vested wholly in the Contract Officer and the orders of the County are to be given through the Contract Officer or his designee. The instructions of the Contract Officer shall be strictly and promptly followed by the Contractor and Subcontractors in every case. The Contract Officer shall have free access to the work, materials and job management records and all accounting records at all times.

2.13.02 Irrespective of any prior decision by the A/E, the Contract Officer shall have the right to reject all materials furnished and installed and work performed which, in the judgment of the Contract Officer, does not meet the requirements of the PO. When any work in progress does not meet the requirements of the PO, the Contract Officer may order the Contractor to shut down that portion of the work affected and will confirm this order in writing as soon as practicable detailing the reasons for the shutdown. Work performed in violation of the order of the Contract Officer to shut down will not be accepted nor paid for.

2.13.03 The administration, construction observation, inspection, assistance and other actions by the Contract Officer, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of the means and methods employed by the Contractor or his Subcontractors; and such actions shall not relieve the Contractor from any responsibilities or obligations under the Contract; nor shall the Contractor request or require the Contract Officer to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

2.13.04 The fact that the Contract Officer has not made early discovery of faulty materials furnished, faulty work or of work omitted, or of work performed which is not in accordance with the Contract Documents or PO, shall not bar the Contract Officer from subsequently rejecting such defective work.

2.13.05 Where the Contract Documents provide for decisions, determinations, orders, certifications, directions or other actions by the Contract Officer, the same shall be final and binding upon the Contractor, irrespective of any prior decision by the A/E.

2.13.06 When any portion of the work is to be performed away from the Site, the Contractor shall notify the Contract Officer in reasonable time, where and when such work is to be done, and shall make arrangements for access thereto by the Contract Officer in order that the same may be inspected by any of them.

2.13.07 The Contract Officer is not authorized to revoke, alter, or waive any requirement of the Contract without the express consent of the Board of County Commissioners or unless otherwise authorized by Ordinance, as effectuated through a Change Order.

ARTICLE 3 - OWNER

3.1 OWNER PROVIDED INFORMATION

3.1.01 The records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Contractor. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface

conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Contractor.

3.1.02 Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted to indicate the true quantities or distribution of quantities.

3.2 INTEREST OF PUBLIC OFFICIALS

3.2.01 No officer or employee of Miami-Dade County during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

3.3 OWNER RIGHTS IN THE CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK

3.3.01 If the Contractor is notified by the Owner to correct defective or nonconforming work, and the Contractor fails to proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and back-charge the Contractor for the cost incurred. The cost of back-charge work shall include all reasonable costs associated with the corrective action.

3.3.02 The Owner shall separately invoice or deduct from payments, otherwise due to the Contractor, the costs as provided herein. The Owner's right to back-charge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of back-charge work, on behalf of the Owner, shall not relieve the Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Contract Time.

3.4 OWNER RIGHTS IN A CONTRACTOR DEFAULT AND TERMINATION

3.4.01 In the event of Termination for Default and failure of Surety to prosecute in an expeditious manner, the Owner will have the right to take possession of and use any or all the materials, plant, tools, equipment and property of any kind onsite provided by or on behalf of the Contractor, the Surety, or the Surety's Contractor for the purpose of the work, or a portion of them, without being responsible to the Contractor, the Surety, or the Surety's Contractor, for fair wear and tear. The Contractor, the Surety, the Surety's Contractor, shall have no rights in such property during their use by the Owner. The Owner will not be required to obtain the lowest prices for completing the work but shall make such expenditures as, in the Owner's sole judgment, best accomplish such completion. The expense of completing the work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Owner, will be deducted by the Owner out of such monies as may be due or may at any time thereafter become due to the Surety. In case such expense is in excess of the sum which otherwise would have been payable to the Surety under the Contract, then the Surety shall promptly pay the amount of such excess to the Owner upon notice from the Owner of the excess so due. The Owner may, in its sole discretion, withhold all or any part of any payments otherwise due the Contractor or Surety until completion and final settlement of the work covered by the Notice of Termination of Contractor.

ARTICLE 4 - CONTRACTOR

4.1 PRE-CONSTRUCTION CONFERENCE

4.1.01 A Pre-construction Conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under the PO. The Contractor and its major Subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date and location of the meeting. MDAD will coordinate pre-construction Meetings.

4.2 COMMENCEMENT AND PROSECUTION OF WORK

4.2.01 Notice to Proceed: The Owner will then issue a written PO Notice to Proceed (NTP) to the Contractor to begin work, which said Notice to Proceed, shall direct the Contractor to commence work on a certain day. The time within which all of the work is to be completed following the given of the NTP shall be as stipulated in the PO. The Contractor is not authorized to perform work under the PO before the start date of the NTP, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The project time commences on the effective date shown on the NTP.

Any work performed by the Contractor prior to the start date of the NTP shall be at the Contractor's own risk and shall not be considered as the basis for any claim resulting from this pre-NTP work.

4.2.02 The Contractor shall prosecute the work so as not to interfere with normal airport operations or as may be further detailed in Article 2. If the Contractor desires to prosecute the work at other than the days and times set forth herein, it shall notify the Architect/Engineer at least forty-eight (48) hours in advance, so that the Architect/Engineer may make arrangements for access to the job site and to be present. Any work performed without such advance notice having been given to the Architect/Engineer or without having the Architect/Engineer being present may be rejected, if in the sole judgment of the Architect/Engineer, such work is not susceptible to its observation after the fact to determine compliance with the Contract Documents.

4.2.03 The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

4.2.04 All proposed equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the work, producing a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

4.2.05 When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Architect/Engineer. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Architect/Engineer may direct, at no additional cost to the Owner. No change will be made to the Contract price(s) nor, in Contract Time as a result of authorizing a change in methods or equipment under this Article.

4.2.06 The Contractor shall be responsible for taking steps 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 it from responsibility for successfully performing work without additional expense to Owner. Owner will not be responsible for any understanding or representations concerning conditions, unless such understanding or representations are expressly stated in the Contract.

4.3 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

4.3.01 The Contractor shall be responsible for the complete performance for all of the work under the Contract Documents, and for the methods, means, and equipment used in performing the Contract Documents and for all materials, tools, apparatus and property of every description used in connection therewith.

4.3.02 The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Architect/Engineer and its Field Representatives and with other contractors in every way possible.

4.3.03 The Contractor shall maintain the work during construction and until the work is accepted.

4.3.04 Until Substantial Completion or Beneficial Occupancy by the Owner of any part or all of the work as provided in these Contract Documents, it shall be under the charge and care of the Contractor, and he shall take every necessary precaution to protect against loss or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good at its own expense all loss or damage to any portion of the work occasioned by any of the foregoing causes before its completion and acceptance.

4.3.05 The Contractor shall be responsible for scheduling and coordinating the work of all crafts and trades, Subcontractors and suppliers, required to perform the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or Special Equipment of the Contractor or its Subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of these or any Direct Costs can be requested by or granted to the Contractor or any of its Subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or Special Equipment. Additional Direct Costs may only be paid to the Contractor as a result of additional Work added to the Project Order scope of work.

4.3.06 The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The operation of equipment of such weight or so loaded to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed or as specified in the Technical Specifications. The Contractor shall be responsible for all damage done by its hauling equipment and shall correct such damage at its own expense.

4.3.07 The Contractor shall protect from damage utilities, foundations, walls or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, as determined by Owner, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

4.4 CONTRACTOR'S SUPERINTENDENT AND EQUIPMENT

4.4.01 The Contractor shall provide a competent English-speaking Superintendent on the work at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Technical Specifications and other Contract Documents.

4.4.02 The Contractor shall furnish all labor, materials, services and equipment sufficient for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress.

4.4.03 All equipment, tools, and machinery used in the prosecution of the work shall be maintained in a safe working condition and shall be appropriate for the work to be performed.

4.4.04 The Contractor shall submit to the Architect/Engineer the daily manpower count, by trade and position, no later than noon of the day following the day covered.

4.5 ENVIRONMENTAL PROTECTION

4.5.01 The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

Miami International Airport is certified ISO 14001 an environmental management system (EMS). ISO 14000 is a series of environmental management standards developed and published by the International Organization for Standardization (ISO). The ISO 14000 standards provide a guideline or framework for organizations to systematize, improve and maintain their environmental management system.

A Notice to Proceed (NTP) will not be issued by MDAD, and no contracted work will be authorized by MDAD until the EMS training module has been completed by current and projected employees, suppliers and subcontractors. The Contractor/Supplier's failure to provide the Contractor/Supplier General ISO Awareness Information Handout (Refer to Article 20), or to comply with the terms, shall constitute a default of the subject contract and may be cause for suspension or termination, in accordance with the terms of the Contract.

4.6 WEEKLY CONSTRUCTION COORDINATION MEETINGS

4.6.01 The Contractor, MDAD Project Manager (PM), the Architect/Engineer or other staff as requested by the Department shall attend weekly Construction Coordination Meetings at a time and place to be designated by the Architect/Engineer. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract Documents and with other Owner contractors. The Contractor shall cause Subcontractors and suppliers to attend as he deems advisable, or as requested by the Architect/Engineer.

4.7 SHOP DRAWINGS

4.7.01 The Contractor is responsible for the preparation of detailed shop drawings necessary for the fabrication, erection and construction of all parts of the work in conformity with the Project Order and requirements of Article 2.

4.8 SUBSTITUTION

4.8.01 For convenience in designation in the Project Order, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer, together with catalog designation or other identifying information. When Project Order specifically disallow substitution, the specified product shall be provided. Substitutions, alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended to be approved in the PO. The Contractor shall

submit a substitution request within forty-five (45) calendar days from the PO Notice to Proceed or sooner as required by the job progress, in order not to impair the project schedule.

After the Project Order NTP has been issued, substitutions will be entertained only if the designated product, article, material, or equipment is no longer commercially available. A/E review, Owner review, and written approval are required for all substitutions. The Contractor shall bear all increased costs resulting from use of any substitute goods.

4.8.02 No request for substitution will be considered unless accompanied by complete information and descriptive data necessary to determine the quality of the proposed materials, articles or equipment. Samples shall be provided when requested by the Architect/Engineer. The burden of proof as to the comparative quality or suitability of the proposed materials, articles or equipment shall be upon the Contractor. The Architect/Engineer and the Owner's decision in such matters shall be final. In the event that the Architect/Engineer rejects the use of such substitute materials, articles or equipment, then one of the particular products designated by brand name shall be provided.

4.8.03 The Architect/Engineer will examine and review the Substitution request with the Owner and return it, within twenty-one (21) calendar days from the date of its receipt at the Architect/Engineer's office, to the Contractor noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Architect/Engineer, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

4.8.04 If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Project Order, such changes shall be shown in the substitution request and such changes shall be made without additional cost to the Owner.

4.8.05 Acceptance on another project, by the Owner, of a product other than that specified for this Project does not constitute evidence of its equality with the product specified, nor its suitability for this Project.

4.9 APPROVAL OF SOURCES OF SUPPLY OF MATERIALS

4.9.01 The Contractor shall submit a complete list of the sources of supply and the manufacturers of all items of materials, equipment and machinery requested by the Architect/Engineer for approval prior to the commencement of any work.

4.10 APPROVAL AND ACCEPTANCE OF MATERIALS AND SALVAGE OF MATERIALS

4.10.01 The materials used on the work shall conform to the requirements of the Contract Documents and may be subject to inspection, testing and approval by the Architect/Engineer before incorporation in the work. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

4.10.02 In order to expedite the acceptance of materials, the Architect/Engineer may require the Contractor to furnish complete statements as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished sufficiently in advance of the delivery of such materials.

4.10.03 At the Architect/Engineer's option, materials may be approved at the source of supply before delivery is slated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

4.10.04 Any work in which untested materials are used without approval or written permission of the Architect/Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Architect/Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, Quality Assurance tests performed in accordance with the requirements of Contract Documents will be made by the Architect/Engineer or the Project Testing Laboratory at the expense of the Owner. Samples will be taken by the Architect/Engineer or the Project Testing Laboratory. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work and until Final Acceptance of the Work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

4.10.05 The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited specifications. In addition, where an FAA specification for airport lighting equipment is cited in the Plans or Specifications, the Contractor shall furnish such equipment that is produced in accordance with FAA Advisory Circular (AC) 150/5345-53B by a manufacturer qualified (by FAA) to produce such specified and listed equipment.

4.10.06 Samples of all materials to be tested, upon which the acceptance or rejection thereof is to be based, shall be taken by the Architect/Engineer or the Project testing laboratory. Materials may be sampled either prior to shipment or after being received at the Site.

4.10.07 The Contractor shall provide such facilities as the Architect/ Engineer or the Project Testing Laboratory may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made and the materials found to be acceptable. Only materials conforming to the requirements of the Contract Documents shall be used in the work.

4.10.08 Materials or assemblies not conforming to the requirements of the Contract Documents shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Architect/Engineer. Rejected material or assemblies, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Architect/Engineer has approved its use, in writing, in the work.

4.10.09 Ownership of all salvaged equipment and materials, surplus excavation, etc., shall remain with the Contractor, unless stated otherwise in the Project Order, who shall legally dispose of such equipment, materials and surplus excavation, etc. at a legal disposal site(s) provided by and at the expense of the Contractor, away from the airport site. All equipment and materials to be salvaged for the Owner's use, shall be transported by the Contractor and delivered to the location called for in the Project Order.

4.10.10 The Contractor shall exercise due caution in the removal, dismantling and handling of equipment and materials to be salvaged for the Owner's use. The Contractor shall prepare inventory lists for all such salvaged equipment and materials before removal and such lists shall be receipted by the Architect/Engineer and the Owner at the time such equipment and materials are delivered to the Owner.

4.10.11 The Contractor shall be liable for losses or damage resulting from the Contractor's handling of equipment and materials to be salvaged for the Owner's use.

4.10.12 The Architect/Engineer may direct the Contractor to dispose of all or any class of salvage material to a fill or storage site on or adjacent to the work area, at no additional cost to the Owner.

4.11 CERTIFICATES OF COMPLIANCE

4.11.01 The Architect/Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or

assemblies fully comply with the requirements of the Contract Documents. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

4.11.02 Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the requirements of the Contract Documents will be subject to rejection whether in place or not.

4.11.03 When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name", the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- A. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- B. Suitability of the material or assembly for the use intended in the Work.

4.11.04 If the Contractor proposes to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Architect/Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

4.11.05 The Architect/Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

4.12 STORAGE OF MATERIALS AND EQUIPMENT

4.12.01 Before commencing work, the Contractor shall consult with the Architect/Engineer and/or assigned MDAD Project Manager as to available space for temporary storage of materials, location of temporary structures, if any, equipment and other property of the Contractor. Locations determined for such storage of materials, temporary structures, equipment and other property shall be temporary, and the Contractor shall be required to relocate the same as directed by the Architect/Engineer to avoid interference with operations of the Owner or with the work of other contractors on the job site. Temporary structures shall be neat in appearance, shall not constitute a fire hazard and shall be properly maintained.

4.12.02 Any space that the Contractor may require for plant, equipment, storage or other purposes, in addition to that set forth above, shall be procured by the Contractor and the cost thereof shall be included in the price(s) identified in the POP for the Work. Stored materials, structures, equipment and other property shall remain the property of the Contractor and he shall be solely responsible for the protection of such property from theft, and damage of any sort. To this end, the Contractor shall provide at no additional cost to the Owner all secured enclosures, security personnel, material inventory programs and any other means necessary for the protection of its property. The granting of rights of storage on Owner property shall in no way obligate the Owner for protection or replacement of loss of such stored property.

4.12.03 Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Architect/Engineer. Materials shall be stored on Owner property or in approved bonded warehouse(s); materials stored within the airport limits shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft, vehicles, or airport operations. Unless otherwise shown on the Plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Architect/Engineer.

4.12.04 Unless otherwise specified or directed by the Architect/Engineer, all storage sites shall be restored to their original condition by the Contractor at no additional cost to the Owner.

4.13 CONSTRUCTION SCHEDULES

4.13.01 The construction of this project will be planned and recorded with a Computerized Project Planner Format (Primavera) or, only when so specified in Division 1, conventional Critical Path Method (CPM) Format as specified in Article 2. All work shall be done in accordance with the approved schedule or the most recently approved schedule update, as applicable. The Construction Schedules shall be used for coordination, monitoring, and payment of all work under the Contract Documents including all activities of Subcontractors, vendors, and suppliers. The Contractor's submission of the final baseline construction schedule and subsequent revisions confirms that its Subcontractors and suppliers have reviewed the schedule and concur with the sequence of events, activity durations and rates of production implied therein. The Contractor shall be solely responsible for the preparation, revisions and updating of the Construction Schedules.

4.14 SAFETY, FIRE PREVENTION, AND ENVIRONMENTAL CONSIDERATIONS

4.14.01 The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding Industrial Safety under Section 440.56 Florida Statutes, Safety Rules Workers Compensation Laws and with United States Williams Steiger Occupational Safety and Health Act of 1970 commonly referred to as "OSHA", as applicable, and other national consensus standards of safety pertaining to particular trades.

The Contractor shall be solely responsible for developing and implementing a "Site-Specific" Safety and Health Plan ("S&H Plan") pursuant to the terms of this Contract, and shall at a minimum, conform and comply with all Laws governing safety and health in the work place.

Prior to commencing any work at the work site, the Contractor shall submit its S&H Plan which shall include, but is not limited to, the following:

- i. Hurricane Plan
- ii. Identification of competent person
- iii. Safety statistical data, which will include severity and lost-time frequencies
- iv. Contractor daily project safety inspections
- v. Project Emergency Notification List (updated as needed)
- vi. Equipment certification and daily inspection
- vii. Trenching inspection
- viii. Confined Space Entry Permitting and coordination
- ix. Maintenance of Traffic Inspection
- x. Hazard Communication
- xi. Work zone safety and flagging
- xii. Lockout/Tagout Coordination
- xiii. Fire prevention, hotwork permitting, and Fire Watch

4.14.02 The Contractor shall not endanger, by cutting, digging, loading or otherwise, the structural integrity or overall safety of any structure, installation, facility, work in progress or work completed.

4.14.03 Materials stored upon the Site or along the route of the work shall be so placed and the work shall be so conducted as to cause no obstruction to traffic other than as provided in these Contract Documents.

4.14.04 The Contractor shall mark all equipment with three foot square orange and white flags whenever such equipment is operating on the Air Operations Area (AOA) or in proximity to flight zones. Equipment employed on the AOA shall be withdrawn from work areas at the close of the work day. Equipment shall not be parked in any location where it will constitute a hazard to aircraft or aircraft operations. Equipment shall be night marked and lighted as required by the Technical Specifications and FAA Advisory Circular 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport" latest edition.

4.14.05 Equipment will not be allowed on the airfield which is not properly equipped to contain all material, debris, etc. Constant inspections will be performed by the Contractor to insure a continuous, clean and safe aircraft operating area at all times.

4.14.06 The Contractor shall obtain from MDAD Airside Operations, for work at Miami International Airport, or from the airport manager for work at other MDAD General Aviation Airports, all equipment height limitations. Approval for use of cranes and other high equipment may be given, provided that the Contractor submits full data and scheduling to MDAD for approval by the FAA. Contractors are cautioned that the FAA processing of this request may take eight (8) weeks from the time of application.

4.14.07 The Contractor is cautioned to allow for such conditions as having to drop crane boom(s) at times required by the FAA (nighttime and inclement weather), providing 2-way radio communications with the FAA control tower, and possible disruption of crane use to accommodate special airport operations requirements.

4.14.08 The Contractor shall furnish and erect signs, barricades, lights, flags and other protective devices as may be required, to protect aircraft, pedestrian and vehicular traffic and the work. All such signs, barricades, lights, flags and other protective devices shall be in accordance with the requirements of the Contract Documents.

4.14.09 The Contractor shall furnish flaggers in sufficient numbers to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Such flaggers shall be furnished on a twenty-four (24) hour basis when conditions and/or airport operations require.

4.14.10 The Contractor and all Subcontractors shall be governed by the provisions of the Miami -Dade County, Florida, Fire Prevention and Safety Code, and shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and torch cutting is taking place. Open flames (except approved torch cutting equipment), including the use of flambeaux, are strictly prohibited.

4.14.11 The Contractor shall not use explosives on the Site, nor allow explosives of any type or nature to be brought upon the Site of the construction, without the prior express written approval of the Miami-Dade Aviation Department. Any such authorized use of explosives shall be governed by the provisions of Chapter 13, Code of Miami-Dade County, and other governing agencies in their use or storage. Subject to conditions outlined below, the Owner will permit the use of powder actuated fasteners and tools in connection with airport construction:

- A. Permission to use powder actuated fasteners and tools will in no way relieve the Contractor or its Subcontractors from responsibilities under its Contract relating to liability for damages arising out of the use of such equipment.
- B. Architect/Engineer approval must be given specifically, and in writing, for the use of such fasteners for each and every application for which the Contractor desires to use this type of fastener. The Contractor shall submit to the Architect/ Engineer for approval all structural and operational data pertinent to each and every application, such data to include, but not be limited to the following:

- (1) Make and model number of the powder actuated tool(s).
 - (2) Manufacturer's brochure completely describing the proposed fastening system.
 - (3) Sufficient drawings, cross-sections, and/or descriptive specification data to fully define the location(s) where powder actuated fasteners are intended for use. This information shall include the type and thickness of material into which the fasteners are to be driven, and the penetration of the proposed fasteners.
 - (4) The name, address and social security number of each operator of the powder actuated tool(s) who, has been certified by the manufacturer as a qualified operator of the equipment. The Contractor's submittal shall include an affidavit stating that only the certified operator(s) named shall be permitted to use the powder-actuated tool(s).
- C. Only powder actuated tools of a safe, low-velocity, piston type which comply with all the requirements of OSHA regulations shall be allowed.
 - D. An operator of powder-actuated tools shall have on his/her person at all times the manufacturer's card certifying that he is a qualified operator. The Architect/Engineer shall immediately suspend any work being conducted by operators not having such certification on his/her person.
 - E. The Architect/Engineer the County or the Owner may suspend any work in progress using powder actuated fasteners and tools, if such powder actuated work is deemed to be unsafe, or is considered to be detrimental to the operation of the airport. Failure of the Architect/Engineer or the Owner to suspend any such work shall not impose any liability on the Architect/Engineer, or the Owner.
 - F. Powder actuated fasteners are specifically prohibited from use in prestressed concrete structural members. The Architect/Engineer may approve same after reviewing submittal data and after being satisfied as to procedures to be used to locate prestressed tendons.
 - G. Powder actuated fasteners will be disallowed when, in the opinion of the Architect/Engineer, or the Owner, the noise from the powder-actuated tool would create disruption of airport operations.
 - H. This specification is intended to encourage the use of economical, efficient, structurally sound fastening systems, and to use them in a manner that is safe for the operators, other workmen, the public, and the structure.

4.14.12 Environmental Considerations:

- A. Air pollution: The Contractor shall use emissions control devices on gasoline or diesel powered construction equipment and minimize idling and unnecessary operation of equipment to prevent and control air pollution in accordance with criteria issued by Federal, State and local agencies having relevant jurisdiction.
- B. Dust Control: The Contractor shall employ appropriate measures to control the generation and accumulation of dust at the site. Sprinkling with water or other suitable means shall be used to prevent the dispersal of substantial amounts of dust produced by demolition and other work generating dust. Collection and removal measures shall be employed to prevent accumulation of dust deposits.
- C. Asbestos: When asbestos materials are encountered or are suspected to be present in the area of the work, the Contractor shall immediately shut down all work in the area and notify the Architect/

Engineer of the asbestos discovery. The Contractor may be required to prepare and execute a program for asbestos disposal, abatement or encapsulation with the guidance and approval of the County's asbestos consultant. The program shall meet all applicable Federal, State and County regulations relating to asbestos removal, encapsulation, protection of workers and public and any other relevant procedures. Unless otherwise provided in the Contract Documents, all such work will be authorized by an appropriate Work Order or Change Order.

- D. Flammable Materials: The Contractor shall store petroleum products, paint and other flammable materials in designated locations and in compliance with fire safety regulations. Spillages shall be collected and legally disposed of promptly and in a manner consistent with fire safety regulations and environmental protection regulations issued by Federal, State and local agencies having relevant jurisdiction.
- E. Noise Controls: The Contractor shall minimize noise caused by work operations. The Contractor shall provide machinery and equipment fitted with efficient noise-suppression devices for protection of employees and public and he shall schedule working hours and operations to minimize public disturbance in vicinity of work. The Contractor shall employ sound barriers as directed by the Architect/Engineer.
- F. Fumes: The Contractor shall not conduct operations that will result in the production of noxious, flammable, explosive or odoriferous fumes in locations or in quantities that constitute a hazard to health or safety or an objectionable environment for workers or public.
- G. Hydrocarbons: The Contractor is hereby forewarned of a potential hazard peculiar to the working conditions on airport property consisting of the presence of hydrocarbon gas and its fumes in, on, or about the ground water table when exposed by open trench or pit excavation. Should the Contractor encounter the presence of hydrocarbon liquid or gas in an open excavation, it shall immediately cease all work in and about the excavation, notify the Architect/ Engineer of the presence of the hydrocarbon and await further instructions before proceeding with its operations in the affected area. The Contractor shall not perform any open-flame operations (such as torch-cutting, or electric welding, etc.) in or about any such open excavation without first having received approval of the Airport Fire Division, which shall have the authority to require the Contractor to provide, on a standby basis, such fire extinguishing apparatus and personnel as it deems appropriate. The Airport Fire Division shall have the authority to direct the Contractor to cease such operations and take whatever remedial actions are deemed appropriate and necessary, when, in its representative's opinion, continuing the work would jeopardize airport property, facilities, equipment or personnel.
- H. Clean Air and Water Pollution Control Requirements for all Construction Contracts and Subcontracts exceeding \$100,000.00:

The Contractor and all its Subcontractors agree:

- (1) That any facility to be used in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) list of violating facilities;
- (2) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

- (3) That, as a condition for the award of this Contract, the Contractor or Subcontractor will notify the Owner of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract Documents is under consideration to be listed on the EPA List of Violating Facilities;
- (4) To include or cause to be included in any construction Contract or Subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

4.14.13 Unless otherwise provided for in Division 1 or in the Technical Specifications, no additional payment will be made to the Contractor for signs, barricades, lights, flags, watch persons, flaggers, fire extinguishing apparatus and personnel, and other protective devices.

4.14.14 Florida Trench Act: The Contractor and all its Subcontractors performing trench excavation on this Contract shall comply with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) and the Occupational Safety and Health Administrations' (OSHA) trench excavation safety standards, 29 C.F.R., s.1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES). The Contractor shall consider all available geotechnical information in its design of the trench excavation safety system. Inspections required by OSHA trench excavation safety standards shall be provided by the Contractor.

4.14.15 The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed. The Contractor shall replace in kind the vegetation, shrubs and grass damaged at its own expense.

4.15 LEED & SUSTAINABLE BUILDINGS

4.15.01 If this project has been assigned a LEED category, the Contractor shall meet the required LEED Green Building Rating System, established by the U.S. Green Building Council (USGBC) and as specified in Division 1 Section 01011 'Special Project Requirements'.

4.15.02 Contractor shall inform the Owner of any other/additional opportunities in the project elements to meet LEED certification requirements and/or create other opportunities associated with green building practices.

4.16 AS-BUILT INFORMATION

4.16.01 A complete set of Project Order documents will be supplied to the Contractor for recording As-Built information. These Project Order documents shall be kept on the job site at all times and all changes marked in red as the work progresses. The Field Representative will coordinate the review of As-Built Drawings/Specifications at least weekly by the responsible architectural or engineering discipline(s). An As-Built Drawings/Specifications Review Log will be signed by each architectural or engineering discipline representative attesting to its review of the As-Built Drawings/Specifications. A copy of the log will be attached to the minutes of the Weekly Construction Meeting. The Field Representative shall report on the status of As-Built Drawings/Specifications at the Weekly Construction Meeting. Upon completion of the work and prior to approval of the Application for Final Payment, the complete set of As-Built Drawings/Specifications will be delivered to the Field Representative.

4.16.02 Unless the Architect/Engineer certifies that the status of the As-Built Drawings/Specifications is current as of the date of the Contractor's Monthly Requisition for Payment, an amount equal to the Architect/Engineer's estimated cost to the Owner to make them current will be deducted from the Monthly Requisition for Payment. Certification by the Architect/Engineer of the current status does not certify that the information contained in the As-Built Drawings/Specifications is accurate.

4.16.03 The Contractor shall provide complete and accurate As-Built information to the same degree of detail as the Project Order documents. Dimensioned features shall be re-dimensioned as necessary in As-Built submittals and unaltered design dimensions clearly verified. Work requiring survey layout will be recorded by submission of a Florida Registered Land Surveyor's certified survey.

4.16.04 Incomplete or incorrect As-Built information shall constitute "faulty workmanship" subject to the remedies set forth in the Contract Documents including those provided under the Performance and Payment Bond.

4.16.05 The Contractor shall submit, as a part of its monthly pay request, its certification that As-Built drawings/Specifications have been brought up to date as specified in this Article, that supplemental data, surveys, etc. have been recorded and that records are transmitted to the Architect/Engineer or available for review. The maintenance and updating of As-Built records shall constitute an essential step in the completion of the various items of work under the Contract Documents which shall be reflected in the payment to be made for such items of work.

4.17 QUALITY OF WORK AND MATERIALS

4.17.01 The Contractor warrants to the Owner, and the Architect/Engineer that all materials and equipment furnished under this Contract Documents will be new unless otherwise specified, and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one (1) year from the date of Substantial Completion, unless otherwise required under these Contract Documents. Work not conforming to these standards may be considered defective. If required by the Architect/Engineer, or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.18 SIGNS

4.18.01 No Contractor sign or other advertising matter shall be permitted on the airport.

4.18.02 The Contractor shall provide a construction sign as called for in the Project Order, unless directed otherwise by the MDAD Project Manager.

4.19 EMPLOYEE FOOD SERVICE

4.19.01 The Contractor and its Subcontractors shall not bring on to the airport any food or beverage catering trucks, vending machines, or other serving facilities.

4.20 PAYMENT OF WAGE RATES AND BENEFITS

4.20.01 The Contractor and each Subcontractor under him shall pay or cause to be paid, to all employees under them, the wages and benefits as reflected in the Wage and Benefits Schedules incorporated into the requirements and Special Provisions of these Contract Documents. The Contractor and each Subcontractor under him shall comply with all of the requirements of the Miami-Dade County Wage Rates and Benefits Requirements

4.21 COMUUNITY WORKFORCE

4.21.01 Pursuant to Section 2-1701, as amended, the Community Workforce (CWP) Provisions shall apply to this Contract. If the project is located in a Designated Targeted Area (DTA), in lieu of the Clearinghouse procedures, the Contractor shall comply with the Miami-Dade County Community Workforce Program

pursuant to Miami-Dade County Code, Section 2-1701, and as described in Special Provisions 4, Community Workforce Program (CWP).

The Contractor shall meet the goal of the percent specified within the POD, of its workforce performing construction trades and labor work shall be residents of Designated Target Areas.

The Contractor shall submit to Miami-Dade Aviation Department Minority Affairs Division a Workforce Plan, within fifteen (15) days of notification of Contract award, delineating how the goal will be met and containing all of the information and elements required by the Code.

After approval of the Workforce Plan the Contractor shall forward notification of job opportunities to the Miami-Dade Aviation Department Minority Affairs Division using the Construction Clearinghouse Job Opportunity Form.

4.22 JOB OPPORTUNITY CLEARINGHOUSE

4.22.01 The Contractor is hereby advised of Resolution Nos. R-937-98, R-1145-99 and R-1395- 05, Clearinghouse for Posting Notice of Job Opportunities Resulting from the Construction of Improvements on County Property. The procedures direct the Contractor to deliver a notice of job vacancy(ies) created as a result of this construction work to the Miami-Dade Aviation Department, Minority Affairs Division, P.O. Box 025504, Miami FL 33102-5504. The job vacancy notices should be delivered within ten (10) working days following award of the Contract and throughout the duration of the Contract as vacancies may arise. MDAD Minority Affairs will in turn distribute said job announcements to all Miami-Dade County facilities participating in the notification requirements of Resolution Nos. R-937-98 and R-1145-99.

4.23 RESIDENTS FIRST TRAINING AND EMPLOYMENT (RFTE) PROGRAM (applicable to County Construction Contracts in excess of \$1,000,000)

4.23.01 In accordance with Sections 2-11.17 & 2-1701 of the Miami Dade County-Code, the Contractor must submit **Form RFTE 2** to the Internal Services Department/Small Business Development Division ("ISD/SBD"), to the attention of Ms. Catherine Forte, SBD Contract Compliance Section, CFORTE@miamidade.gov, within fifteen (15) business days of award notification and prior to issuance of a Notice to Proceed.

4.24 EMPLOY MIAMI-DADE PROGRAM

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

4.25 TELEPHONE LOGS

4.25.01 Pursuant to Section 11A-43(4) of the Code, Contractor must maintain telephone logs of all telephone calls to and from Subcontractors and suppliers. These logs shall contain the name of the Subcontractor or supplier, the time and date of the call, the names of the persons contacted, a description of the work to be subcontracted or of the material to be furnished, and the dollar amount of the quotation. Telephone logs shall be made available to County personnel upon request.

ARTICLE 5 - SUBCONTRACTOR

5.1 SUBCONTRACTING PORTIONS OF THE WORK

5.1.01 The Contractor will be permitted to subcontract portions of the Work to competent Subcontractors. Such Subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami- Dade County.

5.1.02 Nothing contained herein shall create any contractual relationship between the Owner and any level of Subcontractor, of materialman or of supplier.

5.1.03 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that:

- A. Preserve and protect the rights of the Owner, the Architect/Engineer and the Field Representative under the Contract Documents with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- B. Require that such Work be performed in accordance with the requirements of the Contract Documents;
- C. Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment;
- D. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner; and
- E. Require specific consent to the provisions of the Contract Documents.

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

ARTICLE 6 - MISCELLANEOUS PROVISIONS

6.1 METHODS OF SAMPLING AND TESTING

6.1.01 Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Contractor as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the Owner by the Project Testing Laboratory. The Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notification to the Field Representative of the placing of orders for or receipt of materials to permit testing.

6.1.02 The Field Representative or the A/E may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly

Should the Field Representative or the A/E conduct plant inspections, the following shall exist:

- A. The Field Representative or the A/E shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- B. The Field Representative or the A/E shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.
- C. If required by the Field Representative, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

6.1.03 It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Field Representative or the A/E shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents, Plans, or Specifications.

6.1.04 All inspections and testing of materials, assemblies and equipment will be performed in Miami-Dade County. If the Contractor's material or manufacturing sources are such that inspections or tests cannot be made in Miami-Dade County, all traveling and lodging expenses in connections with such inspections and testing shall be borne by the Contractor.

6.2 **INTERFERENCE WITH EXISTING UTILITIES, CONTROLS, FAA NAVAIDS, AND NOAA (WEATHER BUREAU) FACILITIES**

6.2.01 Attention of the Contractor is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other underground utilities and structures.

6.2.02 Before commencing work in any given area, the Contractor shall carefully review the Plans, survey and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures, etc., are shown on the Plans, but no guarantee is implied that the information is accurate. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., using magnetic and electronic detectors and by hand excavation or other appropriate measures before performing any work that could result in damage to such utilities or structures. The Contractor shall, in conjunction with the Field Representative, or the A/E make a thorough search of the particular location for underground utilities, structures, etc., whether or not shown on the drawings, before excavation work is commenced in any particular location. To this end the Contractor shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground utilities, etc. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the Field Representative and maintain above ground physical identification during the work.

6.2.03 In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

6.2.04 The Contractor is hereby informed that there are installed on the Airport, and within the site, FAA NAVAIDS, including without limitations, FAA NAVAIDS such as ASR, IHF, and VHF receivers and transmitters, U.S. Weather Bureau Facilities, and electronic cables and controls relating to such NAVAIDS and facilities. Such NAVAIDS, Weather Bureau, and other facilities and electric cables are vital to the operation of the Airport and must be fully protected during the entire project. Work under these Contract Documents can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions, and for any other reason determined by the Field Representative or the A/E. Any instructions to the Contractor to clear any given area, at any time, given by the Field Representative or the A/E or by any authority designated by the Field Representative or the A/E such as the Federal Aviation Administration by any means including radio, shall be immediately executed. Construction work will resume in the cleared area only when such instructions are issued by the Field Representative or the A/E.

6.2.05 Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, or other facilities will be protected from any possible damage from the elements or due to any crossing of these facilities by equipment.

6.2.06 The Contractor is hereby notified that he shall be required to immediately repair, at his own expense, with identical material by skilled workers, any underground cables serving FAA NAVAIDS, Weather Bureau and other existing FAA facilities which are damaged by his workers, equipment or work, and that prior approval of the FAA must be obtained for materials, workers, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor.

6.2.07 Damaged FAA cables (controls, NAVAIDS and NOAA) shall be repaired in accordance with the requirements of FAA-SO-STD-71 Specifications "Installation and Splicing of Underground Cables". Prior approval of the Field Representative or the A/E must be obtained for the materials, workers, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any Airport facilities, cables, or existing utilities damaged by the Contractor. The FAA Airways Facilities Sector Field Office (AFSFO) Manager shall have the discretion of determining who shall perform repairs of damaged cables.

6.2.08 NAVAIDS shall be removed from service when construction activities occur within any NAVAIDS critical area, when the runways are closed or when the runway threshold is displaced. If a NAVAID must be removed from service for more than eight hours or for any period of time for three consecutive days, a minimum of fifty (50) day advance notice is required for coordinating the extended facility shutdown with the FAA. Facility shutdown coordination shall be initiated by the Contractor with the Field Representative; the Owner and the Field Representative or the A/E will coordinate the facility shutdown with the FAA AFSFO Manager responsible for this facility.

6.3 EXISTING UTILITIES AND STRUCTURES

6.3.01 The Contractor shall not disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the Field Representative or the A/E. If a suitable bypass of such utility cannot be provided, then the Field Representative or the A/E may direct the Contractor to proceed with the work on a twenty-four (24) hour per day basis until such interrupted utility services are completely restored. Requests for disconnection shall be submitted on a fully completed copy of the MDAD "Shut Down Form" delivered to the Owner, through the Field Representative for processing and approval at least five (5) working days prior to the time of the requested interruption, and shall state:

- A. The identity of the utility involved.
- B. Justification of the requested disconnect.
- C. The location of the requested disconnect.
- D. The exact date and time at which the disconnect is requested.
- E. The duration of the proposed disconnect.

6.3.02 The Contractor shall take all necessary precautions when using steel treaded equipment or vehicles to protect the pavement surface from damage. Rubber tires or treads shall be used whenever possible. Any damage to pavement caused by Contractor's or Subcontractor's equipment or vehicles shall be repaired by the Contractor in a manner acceptable to the Field Representative or the A/E, at no additional cost to the Owner.

6.3.03 The Contractor shall provide protective shoring and sheet piling, as required, at all existing structures, etc., where they may be affected by installation of new work.

6.3.04 During the construction of new structures, and other foundation work, conflicts may occur with existing underground utilities or structures. The Contractor shall call these conflicts to the attention of the Field Representative or the A/E, in writing, immediately. The Field Representative will issue instructions regarding a solution to the conflict. The Contractor shall be responsible for all methods, means, materials, and processes necessary to protect all existing facilities, property, structures, equipment or finishes damaged in any manner through its negligence during execution of the work.

6.3.05 In the event of damage to existing facilities or structures, proposed to remain, relocated or otherwise reused by the Owner as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services at its sole expense. Further, the Contractor shall, when directed by the Field Representative or the A/E, engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until facilities or structures are restored. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

6.4 AIRFIELD OPERATIONS AREA (AOA) SECURITY

6.4.01 Contractor acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

6.4.02 In order to maintain high levels of security at MIA, Contractor must obtain MDAD photo identification badges for all Contractor employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport, the Contractor or sub-contractor shall be responsible for any fee associate with obtaining any identification badge. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.

6.4.03 The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who Contractor requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Contractor or upon final acceptance of the Work or termination of these Contract Documents. Contractor will be responsible for fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

6.4.04 All employees of the Contractor, Subcontractors, or trade contractors who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Contractor must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division,

ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provides SIDA Training.

6.4.05 Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

6.4.06 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.

6.4.07 Only Contractor management level staff, supervisors and foremen with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved Maintenance of Traffic (MOT). The Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

6.4.08 The Contractor agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor or Subcontractor from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with TSA, DHS, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.

6.4.09 The Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

6.4.10 The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.

6.4.11 Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the Contractor shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Contractor shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.

6.4.12 Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/CBP/FAA.

6.4.13 The Contractor shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

6.4.14 Contractor agrees that it will include in all contracts and subcontracts with its MIA Subcontractors, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Contractor's Subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

6.4.15 In addition to the foregoing, the Contractor shall be required to comply with U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Contractor employees that will be involved within the CBP/FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Contractor personnel.

6.4.16 The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Contractor shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Contractor to remove any employee it deems unacceptable.

6.5 MAINTENANCE OF AIRPORT OPERATIONS

6.5.01 The Contractor shall control its operations and the operations of its Subcontractors and suppliers so as not to compromise the airport's security, interfere with airport operations or with aircraft, vehicular or pedestrian traffic, except as may be provided for in the Contract Documents.

6.5.02 The Contract is explicitly intended to provide for the maximum degree of safety to aircraft, the general public, airport personnel, equipment and associated facilities, and to the Contractor's personnel and equipment and suppliers, etc., but shall also provide for the minimum interference to the free and unobstructed movement of vehicles and/or personnel engaged in the day to day operation of the Airport and the general public. To this end the Contractor, its Subcontractors and suppliers shall observe all Airport rules and regulations, all other operational limitations which may be imposed from time to time by the MDAD, and shall provide whatever markings, lighting and/or various types of barricades, or other measures which are required to properly identify Contractor personnel, equipment, vehicles, storage areas and any Contractor's work areas or conditions which may be hazardous to the uninterrupted operation of aircraft, airport equipment, including but not limited to maintenance vehicles and fire rescue vehicles, other vehicles, or personnel or vehicles from any source operating on the Airport. In order to provide the maximum degree of safety on airports during construction, the Contractor shall comply with the provisions of FAA Advisory Circular AC 150/5370-2.

6.5.03 The Contractor shall protect, and shall not interfere with, the operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and within the AOA.

6.5.04 When the Work requires the Contractor to work within the AOA, the Contractor shall coordinate its work with MDAD (through the Field Representative) at least 48 hours prior to the commencement of such work. The Contractor shall not close an AOA until so authorized by the Field Representative or the A/E, or the MDAD PM and until all necessary temporary markings and associated lighting are in place, as specified hereinafter.

6.5.05 When the Work requires the Contractor to work within the AOA on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications with the Field Representative and MDAD; obey all instructions to vacate the AOA; obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations within the AOA until the satisfactory conditions are provided.

6.5.06 When the Project Order requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance of traffic as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices (to protect the public and the work) in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by the Florida Department of Transportation. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

6.5.07 When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.

6.5.08 The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and its parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction, current edition.

6.5.09 The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, current edition.

6.5.10 The Contractor shall furnish and erect all barricades, warnings signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Field Representative, all as specified in Article 2.

6.5.11 Open-flame type lights are not permitted.

6.5.12 If the Contractor fails to maintain the markings, lighting and barricades as required above, the Owner shall cause such safety measures to be installed by others. The cost for such service by others in this regard shall be borne by the Contractor.

6.5.13 The Contractor's responsibility for Maintenance of Traffic shall begin on the day the Contractor starts work on the project, or on the effective date of the Notice to Proceed, whichever comes first.

6.6 TEMPORARY UTILITIES, DRAINAGE, ETC.

6.6.01 Any temporary utilities, drainage, etc., which may be required to maintain operations of the Owner's or County's facilities, other affected facilities, or the Work in progress during the construction period, shall be furnished, installed and maintained by the Contractor. No such utilities, drainage, etc., shall be installed or operated without the prior approval of the Field Representative or the A/E. At the completion of the Work, all temporary utilities, drainage, etc., shall be removed.

6.6.02 All fees, charges, and cost for labor and materials, including the furnishing of temporary equipment and the connection(s) thereof, required for the maintenance of temporary utility services in lieu of existing utilities services disrupted by the work shall be furnished by the Contractor at his expense, except where otherwise specified. When such temporary services are no longer required, the Contractor shall remove all temporary equipment and connections and leave the facilities and existing permanent apparatus in as good condition as existed prior to making such temporary connections.

6.6.03 The Contractor shall furnish temporary heat or air-conditioning wherever required to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may cause smoke damage to finished work will not be permitted. Minimum and maximum temperature requirements specified for various materials shall be strictly observed by the Contractor.

6.6.04 Unless otherwise specified in the Contract Documents, the Contractor shall provide all utility services (e.g. telephone, power, lighting, water, sewer), necessary for the performance of its work, in accordance with the requirements of Division 1 of the Project Manual.

6.7 PERMITS, LAWS, TAXES, ROYALTIES AND REGULATIONS

6.7.01 The Contractor shall apply for and procure all permits, certificates, inspections and licenses, pay all charges, taxes, royalties and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work, except that the Contractor will be reimbursed by the Owner for the actual costs of permit fees including the Planning, Development, and Regulation Permit Fees, Miami-Dade Regulatory and Economic Resources (RER), Miami-Dade Water and Sewer Department (WASD), Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD) United States Army Core of Engineers (USACE) or any successor

agencies or additional entities permit fees, license fees, impact fees, and Inspection Fees paid to any governmental entity in connection with the construction of the project; reimbursement will be made from funds available under the General Allowance Account or, at the Owner's option, the reimbursement will be made directly from other Owner's funds.

6.7.02 The Owner will not pay or reimburse the Contractor for any penalty(ies) relating to permits or fees as a result of the Contractor's failure to timely obtain all permits, inspections, approvals, etc.

6.7.03 The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules and regulations of the Federal, State and County governments, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.

6.7.04 Dewatering of excavation shall be performed in accordance with the applicable provisions of RER, Florida DEP, and SFWMD Dewatering Permits and the requirements of Article 2.

6.7.05 All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharges from construction sites.

6.7.06 If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the County, the A/E, the Field Representative, and the Consulting Engineers from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

6.7.07 Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Field Representative or the A/E. The Field Representative or the A/E will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the A/E or the Field Representative order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such extra work shall be covered by an appropriate Work Order, Change Order, or Project Order Modification. If appropriate, the delay shall be considered a Compensable Excusable Delay.

6.7.08 Upon completion of all of the work contemplated under the Contract Documents, the Contractor shall obtain and deliver to the A/E or the Field Representative such Certificate(s) of Occupancy or Certificate of Completion as required by the Florida Building Code.

6.7.09 The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Sections 2-8.4.1 and 10-38. A breach of the clauses contained in the Contract Documents adversely affecting the performance of the Contractor on this project may be grounds for the initiation of debarment proceedings.

6.7.10 The Contractor shall protect the manatees whenever work is being performed within waterways. Manatees are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of

1973 and the Florida Manatee Sanctuary Act of 1978 and that any harming, harassing or killing manatees will subject the Contractor and his personnel to civil and criminal penalties established under the above listed acts. The following are some of the provisions to be undertaken by the Contractor during the work in waterways:

- A. Turbidity curtains shall be made of material in which manatees cannot become entangled. Said curtains shall be properly secured, and shall be regularly monitored to avoid manatee entrapment. Curtains shall not block manatee entry to or exit from essential habitat.
- B. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water adjacent to the property where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- C. All in-water construction activities shall cease upon the sighting of a manatee(s) within one hundred (100) yards of the project area. Construction activities will not resume until the manatee(s) has departed the project area.
- D. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-800-DIAL FMP) and to the U.S. Fish and Wildlife Service, Vero Beach Office (561-562-3909), and to DERM (305-375-3324).
- E. The Contractor shall maintain a log detailing sightings, collisions, or injuries to manatees should they occur during the Project Order period.
- F. Following project completion, a report summarizing the above incidents and sightings shall be submitted to the Florida Department of Natural Resources (FDNR), Marine Research Institute Office of Protected Species Research, 100 Eighth Avenue, Southeast, St. Petersburg, Florida 33701-5095, to the U.S. Fish and Wildlife Service, 3100 University Blvd., Jacksonville, Florida, 32216, and to DERM within sixty (60) days of Project completion.
- G. Prior to commencement of construction within a waterway, each vessel involved in the construction shall display in a prominent location, visible to the operator an 8 1/2" x 11" temporary placard reading, "MANATEE HABITAT/IDLE SPEED IN CONSTRUCTION AREA". In the absence of a vessel the placard will be located prominently adjacent to the issued construction permit. A second temporary 8 1/2" x 11" placard reading, "WARNING MANATEE AREA", shall be posted in a location prominently visible to water related construction crews. Temporary notices shall be removed upon completion of construction work.

6.7.11 The Owner may, at its option, issue the Contractor Authorization to Pull a Planning, Development, and Regulation Permit prior to the Notice to Proceed. Authorization to Pull a Planning, Development, and Regulation Permit is not a Notice to Proceed.

6.8 AUDIT RIGHTS AND REVIEW OF RECORDS

6.8.01 The Contractor shall, during the term of this Contract and for a period of five (5) years thereafter, allow the Owner and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, project correspondence and project-related files and all relevant records pertinent to the Contract Documents.

6.8.02 The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The Owner shall be provided full access upon request to all documents, including those in possession of Subcontractors or suppliers during the work and for a period of five years after the completion of the Work. In case of any litigation regarding this project, such rights shall extend until final settlement of such litigation. Failure to allow the Owner access shall be deemed a waiver of Contractor's claims.

6.8.03 The Contractor shall maintain a banking account within Miami-Dade County for all payments to laborers, Subcontractors and vendors furnishing labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

6.8.04 Office of the Inspector General.

- A. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all, on any County/Trust contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded by Special Condition.
- B. The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.
- C. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.
- D. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (Project bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- E. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
 - (1) If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination

settlement; and

- (2) The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- F. The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.
- G. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.
- H. Exception: The above application of one quarter (1/4) of one (1) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one (1) percent in any exempted contract at the time of award.
- I. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504

A. Exemptions

Construction related documents of governmental facilities are vulnerable to unlawful interference. In order to comply with the requirements of these laws, the Contractor must follow the procedures to handle requests for copies of MDAD records that might be exempt from the public records laws in accordance with **Special Provision 6. "Procedures for Requesting Construction Related Records from MDAD"**.

6.9 GOVERNING LAWS

6.9.01 The Contractor shall, during the term of this Contract, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, Miami- Dade County, and MDAD. In addition the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, regarding how documents to which the Contractor has access are handled, copied, and distributed, particularly documents that contain sensitive security information that are controlled under the provisions of 49 CFR PART 1520 et al.

6.10 SUCCESSORS AND ASSIGNS

6.10.01 The Owner and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or Project Order(s) or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due the Contractor hereunder, without the previous written notice to the Owner.

6.11 WRITTEN NOTICE

6.11.01 Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended or if delivered at or sent by registered or certified mail to the last business address known to those who give the notice.

6.11.02 Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at or sent by registered, or certified mail to the Aviation Department, Miami International Airport, P.O. Box 025504, Miami, Florida, 33102-5504, in care of the Field Representative.

6.12 NON-DISCRIMINATION - EQUAL EMPLOYMENT OPPORTUNITY

6.12.01 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex national origin, religion, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. The Contractor shall take affirmative action to ensure that Applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post notices setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

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6.12.02 The Contractor shall 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, creed, color, sex or national origin.

6.12.03 The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.12.04 The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor.

6.12.05 The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records and accounts by the County, the Federal Aviation Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6.12.06 In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, as amended or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

6.12.07 The Contractor shall include the provision of Paragraphs 6.12.01 through 6.12.07 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 No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the United States may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the United States, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.13 NON-DISCRIMINATORY ACCESS TO PREMISES AND SERVICES

The Contractor, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or status as victim of domestic violence, dating violence or stalking shall be excluded from participating in, denied benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided by the Contractor; (2) the Contractor shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Contractor shall obligate their Subcontractors and

sub-consultants to the same nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

6.14 COMPLIANCE WITH LEGISLATIVE REQUIREMENTS AND PROCEDURES

The Contractor agrees to comply with all applicable legislation, as may be amended, through the term of the Contract, including any extensions or renewal thereof, including but not limited to the following:

1. Miami-Dade County Responsible Wages & Benefits
 - a. Miami-Dade County Code Section 2-11.16
2. Community Workforce Program Provisions
 - a. Implementing Order 3-37
 - b. Miami-Dade County Code Section 2-1701
3. Residents First Training and Employment Program
 - a. Miami-Dade County Code 2-11.17
 - b. Implementing Order 3-61
4. Employ Miami-Dade Program
 - a. Administrative Order 3-63
5. Procedures for Requesting Construction Related Records from MDAD
6. Disadvantaged Business Enterprise (DBE) Federal Requirements and DBE Participation Provisions
7. Small Business Enterprise (SBE) Program
 - a. Miami-Dade County Code Sections 2-8.1.1.1.1, 2-8.1.1.1.2, 10-33.2, 2-10.4.01, 2-11.16, 2-8.1, 2-8.8, 2-8.9, and 10.34 as amended through Ordinance No. 18-33.
 - b. Implementing Order 3-41
 - c. Implementing Order 3-22

6.15 LAWS AND REGULATIONS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Bid Solicitation.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Bid Solicitation.
- c) Environmental Protection Agency (EPA), as applicable to this Solicitation.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."

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- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

6.16 SURVIVAL

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

ARTICLE 7 - CHANGES

7.1 CHANGES IN THE WORK

7.1.01 The Owner reserves the right to delete work from any Project Order, to add work to any Project Order, and to change work to be accomplished under any Project Order without invalidating the Contract Documents.

7.1.02 In the event the Owner exercises its right to change, delete or add work under a Project Order, such work will be ordered and paid or credited for as provided for in the Contract Documents.

7.1.03 Changes in the work may be initiated by the issuance of a Bulletin by the Architect/Engineer. The Contractor shall submit a price quote to the Architect/Engineer and the Owner for their review, within twenty-one (21) calendar days of receipt of a Bulletin. The Contractor shall maintain this price, for acceptance by the Owner, for a minimum of ninety (90) calendar days after submittal. The cost or credit to the Owner for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.

7.1.04 Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs, remobilization and demobilization associated with the change, means and methods of execution, engineering and any associated work necessary. To be compensable, units must be measured daily by the Contractor and approved in writing by the Architect/Engineer. All final measurement for unit price work shall be performed by the Architect/Engineer or Contract Officer who shall afford the Contractor an opportunity to witness or to participate in the measurements and to review all calculations relating to final measurement.

7.2 ALLOWANCE ACCOUNTS FOR PROJECT ORDERS

7.2.01 Certain portions of work which may be required to be performed by the Contractor under a Project Order are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Project Order as a specific line item(s) entitled "General Allowance Account(s)".

- A. The General Allowance Account shall be used to reimburse the Contractor for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Project; for furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies

and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices in the Project Order to conform to actual quantities installed.

B. Other allowance account(s) may be used as specified in the Project Order Documents.

These values, if any, are to be included in the Total Project Order Amount, but are not chargeable against the Total Project Order Amount unless and until the Contractor is directed to perform work contemplated in the Allowance Account(s) by a written Work Order(s) issued by the Architect/Engineer.

7.2.02 At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and the Schedule of Values, and shall in all respects be integrated into the construction as a part of the Project Order as awarded.

7.2.03 The Work Order for the required work will be issued by the Architect/Engineer upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Architect/Engineer and the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a Cost-Plus Basis.

7.2.04 The Contractor shall solicit not less than three (3) competitive bids from appropriate Subcontractors and materials suppliers when so directed by the Architect/Engineer, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Architect/Engineer. The Contractor shall submit the solicited bids to the Architect/Engineer for approval or rejection. If the bids are rejected by the Architect/Engineer, the Contractor shall solicit additional bids for submittal.

7.2.05 No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order or Project Order Modification.

7.2.06 At Final Acceptance, the Project Order Amount shall be decreased to reflect unexpended amounts under the Allowance Accounts.

7.3 DELETION OF WORK

7.3.01 All deleted Work shall be authorized by Work Order(s) or Project Order Modification(s) (POM).

A. The Work Order or Project Order Modification shall include, at a minimum:

- (1) Scope of work to be deleted;
- (2) Any associated cost with the work to be deleted;
- (3) The Contract time reduction or extension resulting from the work to be deleted;
- (4) Full release of claims associated with the Project Order through the date of the POM, or a reservation of claims identified as to each claim reserved, the scope of the work, the credit for cost of the work deleted, and the number of days of Project Order time reduction, shall be specified.

B. The Work Order shall include, at a minimum:

- (1) Scope of work to be deleted;
- (2) Any associated cost with the work to be deleted;
- (3) The Contract time reduction or extension resulting from the work to be deleted;
- (4) Full release of claims associated with the Work Order work, or a reservation of claims

identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the number of days of Project Order time reduction, shall be specified.

7.3.02 All final measurement for unit price work shall be performed by the Architect/Engineer or or Contract Officer who shall afford the Contractor an opportunity to witness or to participate in the measurements and to review all calculations relating to final measurement.

7.3.03 In the event the Owner exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered and the Contract Total Amount and Time will be adjusted as provided for in these Contract Documents by Project Order Modification and by Work Order, as appropriate.

A. Deleted Work - Lump Sum Item(s)

The Contractor shall credit the Owner for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the Architect/Engineer. If the reasonable value of the deleted work cannot be readily ascertained from the Schedule of Values submitted in accordance with these General Conditions, or if requested by the Architect/Engineer, the Contractor shall supply all data required by the Architect/Engineer to substantiate the amount of the credit to be given the Owner.

B. Deleted Work - Major Unit Price Item(s)

(1) If 100% of the work under any Major unit price item is deleted, then the Contractor will not receive any payment for the value of the deleted work.

(2) If a quantity not greater than twenty-five percent (25%) of the work under a Major unit price item is deleted, the Contractor shall be paid only for the quantity of such items completed times the Contract Unit Price.

(3) If less than one hundred percent (100%), but more than twenty-five percent (25%) of the work under any Major unit price item is deleted, then the Contractor and the Owner may negotiate a new equitable unit price for such item and the Contractor shall be paid for the actual quantity of such item of work performed at such negotiated unit price.

(4) If the Owner and the Contractor can't reach agreement for an equitable Unit Price, for any item, then the entire work shall be performed as Work not covered by Unit Prices.

C. Deleted Work - Minor Unit Price Item(s)

If work under any Minor unit price item is deleted, then the Contractor shall be paid only for the quantity of the work completed times the original Contract Unit Price. The Contractor shall not be entitled to any additional compensation if actual quantities of work performed are less than the estimated quantities shown on the Schedule of Prices in the Project Order.

7.3.04 The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. The Contractor shall submit to the Architect/Engineer all data required to substantiate the amount of compensation requested therefor. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of the Unit Price times the original Project Order quantity of Work shown on the Schedule of Prices in the Project Order.

7.3.05 No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.

7.4 **EXTRA WORK (not Covered by Contract Prices)**

7.4.01 All Extra Work ordered, or work changed shall be authorized by Work Order(s) or POM(s). All changed or Extra Work so authorized shall be performed by the Contractor at the time and in the manner specified.

A. The POM shall include, at a minimum:

- (1) Scope of the Extra or changed work;
- (2) Cost of the Extra or changed work ;
- (3) The Contract time extension required to perform the Extra or changed work;
- (4) Full release of claims associated with the Contract through the date of the POM, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. The Work Order shall include, at a minimum:

- (1) Scope of work to be added, or modified;
- (2) Cost of work to be added, or modified;
- (3) The Contract time extension required to perform the Extra or changed work
- (4) Full release of claims associated with the Work Order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

7.4.02 In the event the Owner exercises its right to authorize Extra Work or to change any portion of the work contemplated herein, such Extra Work will be ordered and the Project Order Total Amount and Project Order Time will be adjusted as provided for in these Contract Documents, by Project Order Modification or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with these General Conditions, Articles 8 and 10.

A. **Extra Major Unit Price Work**

- (1) If any Extra or changed work is ordered that does not change the original Project Order quantity of any Major unit price item(s) by more than twenty-five percent (25%), the Contractor shall perform the work as ordered and shall be paid for the actual quantity of such item of work performed at the appropriate original Project Order Unit Price.
- (2) If Extra or changed work is ordered that changes the original Project Order quantity of any Major unit price item by more than twenty-five percent (25%) then the Owner and the Contractor shall negotiate a new equitable unit price for such item, and the Contractor shall be paid for the actual quantity of such item of work performed at such negotiated unit price. The negotiated unit price shall not exceed the original unit price.
- (3) If the Owner and the Contractor cannot reach agreement on an equitable Unit Price for any such item, then the entire work to be performed under such item shall be paid at the original Unit Price.

B. **Extra Minor Unit Price Work**

If Extra unit price work is ordered under any Minor Unit price item(s), then the Contractor shall perform the work as directed and shall be paid for the actual quantity of such item(s) of work performed at the appropriate original Project Order Unit Price(s).

C. AIP Funded Projects

For AIP funded projects, all Change Orders and Work Orders shall be subject to approval by the FAA and shall include valid wage determination of the U.S Secretary of Labor when the modification exceeds \$2,000.00.

7.4.03 If Extra or changed work is ordered, that is not covered by Unit Prices, then, the Owner and the Contractor shall negotiate an equitable adjustment to the Project Order Price for the Direct and Indirect Costs for the performance of such work. Direct Costs, as described in Article 1, are limited to site labor costs, permanent materials costs and Special Equipment Costs. Indirect Costs for Extra or changed work ordered, may be reimbursed for excusable compensable delay as defined in these Contract Documents.

- A. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Project Order Modification or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special Equipment or Machinery, which is made idle or inefficient by the Extra or changed work ordered, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.
- B. Costs of Special Equipment or Machinery, not already mobilized on the airport, approved by the Architect/Engineer, shall be calculated using the current issue of the AED Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:
 - (1) Between one (1) day and seven (7) days, use the daily rate.
 - (2) Between seven (7) days and thirty (30) days, use the weekly rate.
 - (3) Greater than thirty (30) days, use the monthly rate.
- C. For less than one (1) day hourly rates, use the daily rate divided by eight (8).
- D. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by forty (40), or the monthly rate divided by one hundred seventy-six (176) as appropriate.
- E. Costs for Special Equipment and Machinery already mobilized on the airport, shall not exceed the monthly rate stated in the AED Manual, divided by one hundred seventy-six (176), per hour that the Special Equipment and Machinery is in use on the work plus any required re-mobilization.
- F. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of forty five (45) days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.

7.4.04. If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Project Order Price as prescribed above or cannot reach agreement on an equitable adjustment to the Project Order Price for work not covered by Unit Price Items, or cannot reach an agreement on an equitable Unit Price for additional Major Unit Price work, as specified above, then the Extra Work will be performed on a force account basis as directed by the Architect/Engineer and paid for as specified below.

7.4.05 The following percentages will be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Project Order Amount or for work performed on either a negotiated lump sum basis or a force account basis (time and materials work):

A. **Extra Work Performed by Contractor's Own Forces**

The Contractor shall be paid fifteen percent (15%) times the actual Direct Cost as direct compensation for Overhead, profit and all other costs associated with the Work.

B. **Extra Work Performed by a Subcontractor or any Subtier Subcontractor**

The Contractor shall be paid twenty-five percent (25%) times the Subcontractor's or subtier Subcontractor's actual Direct Cost as direct compensation for the Contractor and Subcontractors' Overhead, profit and all other costs associated with the Work at all tiers.

C. **Extra Work Involving Compensable Time Extensions**

If a compensable time extension is approved, the Contractor will be paid the daily rate stipulated in the Project Order.

7.4.06 In the event Extra Work is performed on a force account basis, then the Contractor and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the Architect/Engineer daily for approval, subject to audit.

A. **Comparison of Record.** The Contractor, including its Subcontractor(s) of any tier performing the work, and the Architect/Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the Subcontractor performing the work, and the Architect/Engineer or their duly authorized representatives.

B. **Statement.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of special machinery and equipment.
- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.

The statements shall be accompanied and supported by a receipted invoice of all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

C. Authorization of Special Equipment and Machinery

No compensation for Special Equipment or Machinery shall be made without written authorization from the Architect/Engineer. The Architect/Engineer shall review and evaluate any Special Equipment or Machinery proposed by the Contractor for use on a force account basis. As part of its evaluation, the Architect/Engineer shall determine whether any of the Special Equipment or Machinery being proposed by the Contractor will be concurrently used on the Project, including approved changes, or on other force account work on the Project. If the Architect/Engineer determines that such a concurrent use of Special Equipment or Machinery is being proposed by the Contractor, prior to the authorization of such Special Equipment or Machinery, the Architect/Engineer and the Contractor shall establish a straight-line prorated billing mechanism based on the actual percentage of time that the equipment or machinery is required to be used on the force account work(s).

Special Equipment or Machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this Section of the Contract.

D. Inefficiency in the Prosecution of the Work

If in the Owner's opinion, the Contractor or any of its Subcontractors, in performing force Account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes force account Work unnecessarily more expensive to the Owner, the Owner may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways: (1) the timing of the Work, (2) the use of unnecessary labor or equipment, (3) the use of a higher percentage of journeymen than in non-force account Work, (4) the failure to procure materials at lowest price, or (5) using materials of quality higher than necessary.

7.4.07 Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner, as authorized by the BCC or unless otherwise authorized by Ordinance. Increases to the Project Order Amount shall be authorized by a Project Order Modification executed by the Contractor, and the Owner. Decreases to the Project Order Amount shall be by Project Order Modification or Work Order as determined by the Owner.

7.4.08 Any claim for payment of Extra Work that is not covered by a Project Order Modification or Work Order will be rejected by the Owner.

7.5 NON-EXCUSABLE AND EXCUSABLE DELAYS

7.5.01 A non-excusable delay is any delay which extends the completion of the Work or portion of the Work beyond the Project Time and which is caused by the act, fault or omission of the Contractor or any Subcontractor, materialman, supplier or vendor to the Contractor. Delays in obtaining permits caused by the Contractor's actions or lack of actions are non-excusable delays. A non-excusable delay shall not be cause for granting a Contract Time extension and shall subject the Contractor to Liquidated Damages.

7.5.02 An excusable delay is any delay which extends the completion of the Work and which is caused by circumstances beyond the control of the Contractor or its Subcontractors, materialmen, suppliers or vendors. The Contractor may be entitled to a Project Time extension for each day the Work is delayed beyond the Project Time due to an Excusable Delay.

7.5.03 The Contractor shall document its claim for any time extension in accordance with the requirements of Article 8 "CLAIMS FOR ADDITIONAL COMPENSATION" of these General Conditions. Failure of the Contractor to comply with all requirements as to any particular event of Project delay shall be deemed

conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of Project delay.

7.5.04 An excusable delay may be Compensable or Non-Compensable. The Contractor shall be entitled to Liquidated Indirect Costs for Compensable Excusable Delay, in accordance with the Contract Documents.

7.5.05 An excusable delay is compensable when;

- A. The delay causes the Work to extend beyond the Project Time, and
- B. The delay is caused by circumstances beyond the control of the Contractor or its Subcontractors, materialmen, suppliers or vendors, and
- C. The delay is caused by an act or omission of the Owner, or of the Architect/Engineer, provided however, delays caused by permitting agencies, whether or not part of Miami-Dade County, are non-compensable excusable delays to the extent that such delays were not caused by the Contractor; permitting delays caused by the Contractor are non-excusable delays.

7.5.06 An Excusable Delay is Non-Compensable when:

- A. It is caused by circumstances beyond the control of the Contractor, its Subcontractors, materialmen, suppliers and vendors, and is also caused by circumstances beyond the control of the Owner, and the Architect/Engineer, such as delay(s) caused by the permitting agencies, whether or not part of Miami-Dade County, to the extent that such delays were not caused by the Contractor, or
- B. It is caused jointly or concurrently by the Contractor or its subcontractors, materialmen, suppliers or vendors and by the Owner, or the Architect/Engineer, then the Contractor shall be entitled only to a time extension and no further compensation for the delay, or
- C. The delay does not cause the Work to extend beyond the Project Time.

7.5.07 Weather may be grounds for non-compensable excusable delay if the inclement weather is unusually frequent or unusually severe, occurs when no inside Work is being performed, and delays the completion of the Work. Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Field Representative. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina and published by the National Oceanic and Atmospheric Administration. (This data is taken from the table of normals, means, and extremes in the 1992 Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida.) The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.

7.5.08 In no event shall the Contractor be compensated for interim delays which do not extend the Project Time.

7.5.09 In no event shall the Contractor be compensated for delays except for delays exceeding the Project Time stipulated in the Project Order.

7.5.10 The Owner will reimburse the Contractor for reasonable and necessary costs related to hurricane preparation where such preparation is other than normal maintenance of the work site, and provided that the Contractor adequately substantiates the additional cost of such hurricane preparation. Such substantiation shall include, but is not limited to, copies of invoices for hurricane preparation related supplies, and copies of payroll records for labor performed outside of the normal duty hours and directly related to hurricane preparation, or for additional labor specifically hired for the hurricane preparation.

7.6 LIQUIDATED DAMAGES AND LIQUIDATED INDIRECT COSTS

7.6.01 The parties to the Project Order agree that time, in the completion of the Work, is of the essence. The Owner and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and Completion of the Work is impossible to determine as of the date of execution of the Project Order and that proof of the precise amount will be difficult. Therefore, the Contractor shall be assessed Liquidated Damages on a daily basis for each Day the Project Time is exceeded due to a Non-Excusable Delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with any certainty and which were incurred by the Owner due to the delay. The amount of liquidated damages assessed shall be an amount, as stipulated in the Project Order Draft, per day for each calendar day which the Project is delayed due to a Non-Excusable Delay.

7.6.02 The Owner and the Contractor recognize and agree that the precise amount of the Contractor's Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Project Order, and that proof of the precise amount will be difficult. Therefore, Liquidated Indirect Costs recoverable by the Contractor shall be assessed on a daily basis for each Day the Project Time is delayed due to Compensable Delay. These Liquidated Indirect Costs shall be paid to compensate the Contractor for all indirect expenses caused by the Compensable Excusable Delay and shall include, but not be limited to, all profit, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor or its Subcontractors, materialmen, suppliers and vendors. The amount of liquidated Indirect Costs recoverable shall be an amount, as stipulated in the Project Order, per day for each day the Project Order is delayed due to Compensable Excusable Delay.

7.6.03 In the event the Contractor fails to perform any other covenant or condition of this Project Order relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor.

7.6.04 Nothing in this Article shall be construed as limiting the right of the Owner to terminate the Project Order, to require the Surety to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

7.7 TEMPORARY SUSPENSION OF WORK

7.7.01 The Architect/Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as may be deemed necessary, because of unsuitable weather, for failure of surety, or other conditions unfavorable for the prosecution of the work, or for failure on the part of the Contractor to carry out the instructions of the Architect/Engineer as provided for in the Contract Documents.

7.7.02 If it should become necessary to suspend the work for an indefinite period, the Contractor shall store all materials in such a manner that they will not become an obstruction, nor become damaged in any way, and it shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall construct temporary structures where necessary to provide for traffic on, to, or from the airport.

7.7.03 The Contractor shall not suspend the work without written order from the Architect/Engineer.

7.7.04 In the event that the Contractor is ordered by the Architect/Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the Contract Documents and over which the Contractor, its Subcontractors, suppliers or materialmen have no control, the period of such shutdown, if it causes delay in the completion time, may be considered Compensable Excusable delay as provided

elsewhere in the Contract Documents. The period of shutdown shall be computed from the effective date of the Architect/Engineer's order to suspend work to the effective date of the Architect/Engineer's order to resume the work. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract Documents.

7.7.05 Nothing in this Contract shall be construed as entitling the Contractor to compensation for delays due to failure of Surety, suspensions ordered as a result of the Contractor's nonconformance with the Contract Documents, as a result of the Contractor's failure to carry out the instructions of the Architect/Engineer or for any other delays not specifically deemed to be Compensable Excusable Delay, as provided for elsewhere in the Contract Documents.

7.8 NON-COMPENSABLE COSTS

7.8.1 The Contractor and/or Subcontractor shall receive no compensation under these Contract Documents for the following costs:

- a) Corporate legal and accounting fees;
- b) Claims preparations costs;
- c) Charitable and political contributions;
- d) Corporate public relations expenses, dues, and memberships;
- e) Penalties, assessments, or fines issued by any court or authorized government entity or agency;
- f) Loss of bonding capacity or capability losses;
- g) Loss of business opportunities;
- h) Loss of productivity on this or any other project;
- i) Loss of interest income on funds not paid;
- j) Costs to prepare, negotiate, or prosecute claims;
- k) Costs spent to achieve compliance with applicable laws and ordinances.

ARTICLE 8 - CLAIMS FOR ADDITIONAL TIME AND COMPENSATION

8.1 CLAIMS AND DAMAGES

8.1.01 Claims by Contractor for Damages Should the Contractor suffer injury or damage to person or property because of any act or omission of Owner or of any of its employees, agents or others for whose acts the Owner is legally liable, a claim shall be made in writing to the Owner within ten (10) days after the first observance of such injury or damage.

8.1.02 Claims for Additional Time and Compensation by Contractor A Claim, as used herein, is any assertion or demand made against the Owner, whether arising out of the Contract or not, by which the Contractor asserts it is entitled to additional contract time or compensation. Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by a certified final bid tabulation in accordance with Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

- A. The claim is made in good faith;

- B. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the claim accurately reflects the amount that the claimant believes is due from the County; and
- D. The certifying person is duly authorized by the claimant to certify the claim.

8.1.03 No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

8.1.04 Each and every claim shall be made in writing and delivered to the Field Representative as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than ten (10) days after the event or occurrence, or in the case of non-occurrence, within ten (10) days after the time when performance should have occurred. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than ten (10) days after the event causing the claim, by written confirmation of the claim information.

8.1.05 Each and every claim shall state:

- A. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.
- B. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as drawing numbers, specification sections, job site location, affected trades, Contract clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.
- C. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.
- D. The dollar value associated with the claim, along with all supporting documentation, shall be delivered within thirty (30) days after completion of the work that is subject of the claim. It shall be broken down into Direct and Indirect Costs. The Direct Costs shall be calculated as changes in the Work. Indirect Costs shall be as stipulated in the Project Order.
- E. Any claim for additional monies that also involve a request for a Contract time extension, or any claim for a non-compensable time extension, shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim. Scheduling references shall include a month-by-month time impact analysis (TIA) using the approved monthly progress schedules and demonstrating the effect of the delay or change on the Contract completion date for each monthly update period that the change or delay affects. If, with the exercise of reasonable care, the Contractor is unable to provide a TIA at the moment a claim arises, the Contractor shall provide a narrative explanation of its inability to provide a TIA,

and shall instead provide a narrative description of the expected potential schedule impacts, which shall include the likely schedule impact and all assumptions utilized in generating such impact. In such event, the Contractor shall at its earliest opportunity provide a TIA, and in the event that the Contractor fails to provide such TIA the Contractor's claims shall be deemed waived.

8.1.06 The currently approved overall project schedule(s) shall be the basis for interpreting any and all time-associated provisions of the Contract including proposed time extensions. Except as authorized in Section 8.1.05(e), proposed time extensions must include a time impact analysis (TIA), clearly showing the impact on the current schedule, and conclusively proving the validity of the proposed extension.

In order to request additional time or compensation associated with changes or delays, the Contractor shall submit a written request for time extension with its request for a Project Order Modification and a time impact analysis (TIA). The TIA shall demonstrate the time impact of each change or delay based on the date of the change or start of delay on the Contractor's current construction schedule. Each TIA shall include how the Contractor proposes to incorporate the changes or delays into its construction schedule. Contractor's failure to submit the TIA in accordance with this paragraph shall constitute a waiver and abandonment by Contractor of any claims for time related issues.

- A. The Contractor shall submit the time impact proposal used in the TIA within ten (10) days after a delay commences.
- B. Where the Contractor does not submit a TIA for a specific change or delay within the period of time specified herein, then it is expressly understood that the particular change or delay has no time impact on the Contract completion date and no time extension is required or shall be subsequently granted.
- C. Payment for delays shall be in accordance with the General Conditions.

Proposed Contract time extensions shall not be approved unless the time extension will cause the Contract completion date to be extended.

8.1.07 The Architect/Engineer and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within sixty (60) days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Project Order Modification. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.

Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Work Order or Project Order Modification which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Work Order or Project Order Modification, however, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required until the final payment under the Contract. At such time the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Such reservations will comply with Section 7.8 herein. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

8.1.08 Notwithstanding, no reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of these Contract Documents. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts on the Contractor's

Affidavit and Release of Claim for each pay application and on the Contractor's Affidavit and Release of All Claims, within the Request for Final Payment, shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim.

8.1.09 The Contractor shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.

8.1.10 With regard to any and all claims for additional compensation resulting from delays to the Work, it is expressly understood and agreed as follows:

- A. The claimed delay shall not result from a cause specified in the Contract Documents as a Non-excusable Delay.
- B. Notice of the claim shall have been provided in accordance with and within the time specified in this Article.
- C. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation for indirect costs.
 - (1) Home office expenses or any direct costs incurred allocated from the headquarters of the Contractor.
 - (2) Loss of anticipated profits on this or any other project.
 - (3) Loss of bonding capacity or capability.
 - (4) Losses due to other projects not bid upon.
 - (5) Loss of business opportunities.
 - (6) Loss of productivity on this or any other project.
 - (7) Loss of interest income on funds not paid.
 - (8) Costs to prepare, negotiate or prosecute claims.
 - (9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).
- D. All claimed items of additional compensation shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- E. No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.

ARTICLE 9 - CONFORMITY WITH CONTRACT DOCUMENTS

9.1 CONFORMITY WITH PLANS AND TECHNICAL SPECIFICATIONS

9.1.01 All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract Documents.

9.1.02 If the Architect/Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Contract Documents but that the portion of the affected work will, in its opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, it will advise the Owner of its determination that the affected work be accepted and remain in place. In this event, the Architect/Engineer will document its determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the Project Order

Price for the affected portion of the work. The Architect/Engineer's determination and recommended Project Order Price adjustments will be based on the requirements of the Technical Specifications, good professional judgment and such tests or retests of the affected work as are, in its opinion, needed. Changes in the Project Order Price will be made in a Project Order Modification or Work Order, as applicable.

If the Architect/Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Architect/Engineer's written orders.

For the purpose of this Article, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the requirements of the Contract Documents. The term "reasonably close conformity" shall not be construed as waiving the Architect/Engineer's or the Owner's right to insist on strict compliance with the requirements of the Contract Documents during the Contractor's prosecution of the work, when, in the Architect/Engineer's or the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this Article, the term "reasonably close conformity" is also intended to provide the Architect/Engineer with the authority to use good professional judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract Documents.

9.2 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

9.2.01 All work which has been rejected by either the Architect/Engineer or the Field Representative shall be satisfactorily repaired or if it cannot be satisfactorily repaired, it shall be removed and replaced all at no additional cost to the Owner. Materials not conforming to the requirements of the Contract Documents shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at no additional cost to the Owner.

9.2.02 Work done without control lines and grades having been furnished by either the Architect/Engineer or the Field Representative, work done beyond the scope of the Contract, work done without proper inspections, or any Extra Work done without written authority, will be at the Contractor's risk, and such work shall not be paid for unless written authorization in the form of a Work Order or Project Order Modification is obtained. In the event written authorization is not obtained, such work shall be removed or replaced by the Contractor, at no additional cost to the Owner, upon the directions of the Field Representative.

9.2.03 Work that is defective or Work that fails to conform with the Contract Documents will be at the Contractor's risk, and no payment shall be made for such work. As specified in the Technical Specifications or at the option of the Owner, an agreed equitable amount may be deducted from the Project Order amount in lieu of replacement or repair of work not fully meeting the requirements of the Contract Documents. Acceptance by the Owner of such deduction shall not modify the requirements of any guarantees called for by the Contract Documents. Written authorization for such work must be obtained in the form of a Work Order or Project Order Modification with the appropriate credit to the Owner. In the event written authorization is not obtained, and upon the directions of the Field Representative or the A/E, such work shall be removed or replaced by the Contractor at no additional cost to the Owner.

9.2.04 If either the Architect/Engineer or the Field Representative so requests, the Contractor shall at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be

directed. After examinations, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. If the work thus exposed or examined proves acceptable, the uncovering or removing and the replacing of the covering or making good of parts removed shall be at the Owner's expense; but if the work so exposed or examined proves unacceptable, the uncovering or removing and the replacing of the covering or making good of the defective work shall be at the Contractor's expense.

9.2.05 No extension of time will be allowed the Contractor in connection with the correction of work that fails to conform with the Contract Documents.

9.3 CORRECTION OF WORK

9.3.01 The Contractor shall promptly correct all Work rejected by either the Architect/Engineer or the Field Representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting rejected Work, including the cost of the Architect/Engineer's services, the Field Representative and the Owner's additional services.

9.3.02 After being notified in writing by the Field Representative, the A/E or the Owner, of work that is not in accordance with the requirements of the Contract Documents, or of any defects in the Work, the Contractor shall promptly commence and prosecute with due diligence all work necessary to fulfill the terms of the Contract Documents, and to complete the Work within a reasonable period of time.

9.3.03 In the event of an emergency, constituting an immediate hazard to the health or safety of personnel and/or property, the Owner, without prior notice, has the right but not the obligation to undertake at the Contractor's expense, all work necessary to correct such hazardous condition when it was caused by work of the Contractor not being in accordance with the requirements of the Contract Documents.

9.3.04 If, within one (1) year after the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct such work within ten (10) days after receipt of a written notice from the Owner to do so. In the event the Contractor fails to comply, the Owner may proceed to have such work done at the Contractor's expense and the Contractor and/or its surety will pay the cost thereof upon demand. The Owner shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

9.3.05 All such defective or non-conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the Contract Documents without cost to the Owner.

9.3.06 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

9.3.07 Upon failure on the part of the Contractor to comply forthwith with any order of the Field Representative made under the provisions of this Article, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

9.3.08 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents.

ARTICLE 10 - PAYMENTS

10.1 SCOPE OF PAYMENT

10.1.01 Special Condition – The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Contract is either funded by aviation revenue or financed by aviation revenue bonds.

10.1.02 The Contractor shall receive and accept compensation provided for in the Project Order as full payment for furnishing all materials, for performing all work under the Project Order in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, to the provisions of the Contract Documents.

10.1.03 When the "Basis of Payment" Article of a Technical Specification requires that the Project Order price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other Project Order item which may appear elsewhere in the Project Order, Plans, and Technical Specifications.

10.1.04 When the accepted quantities of work vary from the quantities in the Project Order, the Contractor shall accept as payment in full, so far as Project Order items are concerned, payment at the original Project Order price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in subsection titled "Deletion or Addition of Work" will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from its unbalanced allocation of overhead and profit among the Contract items, or from any other cause.

10.1.05 It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from Contractors under services and goods contracts with the County or the Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or the Public Health Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Public Health Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

10.2 PARTIAL PAYMENTS TO THE CONTRACTOR

10.2.01 Submit the Construction Progress Schedules within the time frames specified in Sub-Article 2.9.

10.2.02 No payments will be made until the preliminary Schedule of Values, Schedule of Values for CSBE work, Schedule of Estimated Monthly Partial Payments and the Construction Progress Schedules required as specified above are received and approved by the Architect/Engineer and the Owner.

10.2.03 Within ten (10) days from the approval of the Overall Construction Progress Schedule, as specified in Sub-Article 2.9, the Contractor shall prepare and submit to the Field Representative the finalized Schedule of Values, Schedule of Values for CSBE work and LEED Certification Plan. No further Partial Payments will be made until the Overall Construction Schedule, Schedule of Values, and LEED Certification Plan are received and approved by Architect and the Owner.

10.2.04 The Schedule of Values (including separate Schedule of Values for CSBE work) shall be prepared on the form provided by the Owner and shall relate to the activities and monetary values shown in the approved Overall Construction Progress Schedule. It will include a complete breakdown of all project costs by the technical specification Sections for each of the major items of the work. It shall be revised when requested by the Field Representative if any of the values of items of work in the Schedule of Values appear to be incorrect or unbalanced. No such revisions shall in any manner affect the Total Project Order Amount. Supporting data acceptable to the A/E or the Field Representative will be required to substantiate the Schedule of Values. The approved Schedule of Values shall be used in the preparation of the Partial Payments and shall be used in determining the equitable value of work to be deleted from a lump sum Project Order or a lump sum item.

10.2.05 Payment requisitions for the scope of Work performed by a CSBE shall be accompanied by statements of completion of 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.

10.2.06 The Schedule of Estimated Monthly Partial Payments shall be realistic, and shall conform to the construction schedules. The Schedule of Estimated Monthly Partial Payments may be adjusted, from time to time, to reflect changes, if any, in the Overall Project Schedule.

10.2.07 The Contractor may request payments, on a monthly basis, as the work progresses. Payments shall be based on prepared Applications for Payment showing the value of work performed each month including work completed and materials delivered and properly stored on the Site. The Project Order will be identified on each pay estimate. Pay estimates shall be numbered consecutively under each Project Order. The Contractor shall provide a monthly report of Project construction cost incurred for the month and the year-to-date. The Contractor shall maintain a banking account within Miami-Dade County for all payments to subcontractors under this Contract. All records shall be maintained in Miami-Dade County for the term of the Contract.

10.2.08 The Contractor shall prepare each Application for Payment and submit same to the Field Representative for approval by the Architect/Engineer. All payments to the Contractor shall be payable at the office of the Comptroller of the Miami-Dade Aviation Department, Miami International Airport, Miami, Florida.

10.2.09 The Contractor shall submit as attachments to each Application for Payment, a currently updated and approved project schedule, LEED certification status report, three (3) copies of a properly executed Contractor's affidavit, and Subcontractors' affidavit(s) in the forms as bound herein, a copy of the document tracking log as required by Special Provision 6, Certified Payroll forms for all employees on the job, at every tier, for job classifications identified with the applicable Responsible Wages and Benefits Report, and proof that As-Built Information is being maintained up to date. Failure to provide this information will cause the Field Representative to perform a partial deduction until such time as the Contractor properly submits the information. The data on the Certified Payroll forms will be checked against the required wages and benefits prescribed at Special Provision 3. Form RFTE - 3, (Occupational Safety & Health Administration (OSHA) Ten (10) Hour Safety Training Affidavit) will also be included with the Certified Payroll. No monthly estimate will be approved for payment without certification from the Field Representative that the Contractor's As-Built drawings have been updated and are current as of the date of the monthly Application for Payment. Reserved claims shall be identified in accordance with General Conditions.

10.2.10 Payment for work represented by monthly Applications for Payment will be made approximately forty-five (45) days after approval by the Architect/Engineer of the Application for Payment. In case of a dispute in one or more of the amounts in an Application for Payment, only the amounts not being disputed will be paid.

10.2.11 The quantity of work performed and its value will be determined based on field measurement made by the Field Representative or the A/E and from the approved Schedule of Values, and any changes in the work as may be authorized by the Owner.

10.2.12 The value of materials on hand but not incorporated in the work will be determined by the Field Representative or the A/E, based on actual invoice costs to the Contractor, and such value will be included in the monthly Applications for Payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Project Order, Plans, and Technical Specifications and are delivered to acceptable sites on the airport property or in bonded warehouses that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- A. The material has been stored and stockpiled in a manner acceptable to the Field Representative or the A/E at or on the approved site.
- B. The Contractor has furnished the Field Representative or the A/E with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- C. The Contractor has furnished the Field Representative or the A/E with satisfactory evidence that the material and transportation costs have been paid.
- D. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored and stockpiled.
- E. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents, Plans, and Technical Specifications and does not waive Owner's claim to reject defective materials when it is delivered to the job site.
- F. In no case will the amount of partial payments for materials on hand exceed the Project Order price for such materials or the Project Order price for the Contract item in which the material is intended to be used, or the value for such materials established in the approved Schedule of Values. In any event, partial payments for materials on hand will not exceed fifty percent (50%) of the item Unit Bid Price or the agreed amount within the Schedule of Values.
- G. No partial payment will be made for stored or stockpiled living or perishable plant materials.
- H. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.

10.2.13 In the event the Contractor's monthly Pay Estimates vary substantially from the approved Schedule of Estimated Partial Monthly Payments, the Contractor shall submit a revised Schedule of Estimated Monthly Partial Payments to the Architect/Engineer for approval.

10.2.14 In the event the Surety on the Performance and Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law, the Owner shall withhold payment of any Application(s) for

Payment filed and certified by the Architect/Engineer until the Contractor shall give a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.

10.2.15 If any work or material is discovered, which in the opinion of either the Architect/Engineer or the Field Representative is defective, or should a reasonable doubt arise on the part of either the Architect/Engineer or the Field Representative as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first Application for Payment rendered after the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent Applications for Payment until the defects have been remedied or the causes for doubt removed.

10.2.16 If the Contractor fails to complete the Work, prior to or on the Project Order completion date, no further Payments will be made after the date of Contract completion date until the Contractor delivers to the Owner a written consent of the Contractor's Surety covering all payments to be made thereafter, without affecting the validity of the Performance and Payment Bond. In addition, payment may also be withheld proportionately because of:

- A. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum,
- B. Reasonable indication that the Work will not be completed within the Contract Time,
- C. Damage to another contractor, or to other third parties, or to property of the Owner,
- D. Unsatisfactory prosecution of the Work by the Contractor,
- E. Failure of the Contractor or its Subcontractors to pay wage rates, when applicable as required by the Contract,
- F. Any outstanding item of dispute.

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

10.3 SUBCONTRACTOR'S AFFIDAVITS FOR PAYMENTS

10.3.01 Every request by the Contractor for payment of work performed, except the first draw, shall be accompanied by affidavits as required by Sections 2-8.8 and 10-35 of the Code of Miami-Dade County, such affidavits to be in substantially the form as bound herein.

10.3.02 Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Contractor must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Contractor shall not change or substitute first tier subcontractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), any entity contracting with the County as a condition of final payment under a contract, the Contractor shall submit to the County via its web-based system all subcontractors used in the work, the amount of each subcontract and the amount paid and to be paid to each subcontractor. In the event

that the contractor intends to pay less than the subcontract amount, the Contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

10.4 FINAL PAYMENT

10.4.01 After Final Acceptance of the Work, a request for Final Payment prepared by the Contractor shall be submitted to the Field Representative for approval by the Architect/Engineer and the Owner and subsequent payment to the Contractor.

10.4.02 Except as may be noted on the Contractor's Affidavit and Release of All Claims, the Contractor hereby agrees to accept Final Payment as full payment for performing and completing the Work, for furnishing all labor, materials, services, equipment and everything necessary for or incidental to, and for all incidental expenses in connection with, for all loss by damage to or destruction of the Work due to any cause whatsoever, for any additional expenses because of delays or unforeseen difficulties encountered, for settlement of claims, agreed upon deductions in lieu of removal and replacement of defective work, and for replacement of defective work and materials. Except as may be noted on the Contractor's Affidavit and Release of All Claims, acceptance of the Final Payment shall constitute an accord and satisfaction between the Owner and the Contractor. In case of unresolved Subcontractor claims against the Contractor, the Owner will withhold all disputed amounts unless the Contractor provides a fully executed Consent of Surety in a form acceptable to the Owner.

10.5 DISPUTE RESOLUTION

In the event the Contractor and Owner are unable to resolve their differences concerning the form, content, or propriety of any pay application, (referred to in this Section as a "Dispute"), either the Contractor or Owner 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. All Disputes under this Contract shall be decided by the Department Director or his designee. Decisions rendered by the Department Director or designee shall not be binding but shall be admissible in a court of competent jurisdiction.

As soon as practicable, the Department Director or designee shall adopt a schedule for the Contractor and Owner to file written submissions stating their respective positions and the bases therefore. 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 twenty (20) working days of the date on which such written submissions are filed, the Department Director or designee shall afford each party an opportunity to present a maximum of one (1) hour of argument. The Department Director designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or designee 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 Department Director or designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract by summary disposition.

In the event that the Department Director or designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he 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 Department Director or designee at his reasonable discretion.

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 Department Director or designee 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 party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.

The Department Director or designee shall issue a written decision within fifteen (15) working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within forty-five (45) days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims. As indicated previously, the decision of the Department Director or designee is not binding on the parties, but will be admissible in a court of competent jurisdiction.

If either party wishes to protest the decision of the Department Director or designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Architect/Engineer's interpretation. Any presentation or request by the Contractor under this article will be subject to the same requirements for Submittal of Claims in this article.

ARTICLE 11 - CONTRACT AND PROJECT ORDER COMPLETION

11.1 DETERMINATION AND EXTENSION OF CONTRACT AND PROJECT ORDER TIME

11.1.01 All work under a Project Order shall be completed within the number of calendar days stipulated in the Project Order, counting from the effective date of the Project Order Notice-to-Proceed and including all Saturdays, Sundays, holidays and non-work days. All calendar days elapsing between the effective dates of the A/E or the Field Representative's orders to suspend and resume all work, due to causes not the fault of the Contractor, its Subcontractors or Suppliers, as specified in these General Conditions, shall be considered as Excusable Delays; request(s) for time extension shall be in accordance with the requirements of these General Conditions.

11.1.02 If the Contractor finds it impossible for reasons beyond its control to complete the Work within the specified Project Time, or as extended in accordance with the provisions of these General Conditions, it may, at any time prior to the expiration of the Project Order Time as extended, make a written request to the Field Representative or the A/E for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Field Representative or the A/E finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Field Representative or the A/E may recommend to the Owner to extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be extended in the form of a Project Order Modification or a Work Order that will be in full force and effect, the same as though it were the original

time for completion. This Project Order Modification or Work Order may be executed prior to or after the expiration of the Project Time as extended.

11.2 BENEFICIAL OCCUPANCY AND SUBSTANTIAL COMPLETION

11.2.01 Beneficial Occupancy shall occur when the Owner in its sole discretion determines that a portion of the Work may be occupied. The Owner may take Beneficial Occupancy in accordance with the provisions of the Contract Documents. If known that the Owner intends to take Beneficial Occupancy of any portion of the Work, such will be stated in the Project Order Documents. If not known prior to the time of receipt of Project Order Proposals, the Owner will give written notice to the Contractor through the Field Representative or the A/E or the Contract Officer, within a reasonable time of taking any such Beneficial Occupancy.

11.2.02 Substantial Completion shall occur when the Architect/Engineer issues a certificate of Substantial Completion. The Contractor is entitled to Substantial Completion when only minor Punch List items are pending, and when the Work can fully be used for the use for which it was intended.

11.2.03 Beneficial Occupancy or issuance of a Certificate of Substantial Completion shall not constitute Final Acceptance of the Work, nor shall it relieve the Contractor of any responsibility for the correction of work or for the performance of work not complete at the time of Beneficial Occupancy or Substantial Completion.

11.2.04 Prior to Beneficial Occupancy or Substantial Completion, the Contractor shall obtain a Certificate of Occupancy from the Building and Zoning Department.

11.2.05 Prior to Beneficial Occupancy or Substantial Completion, the Contractor shall deliver to the Field Representative or the A/E complete As-Built, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.

11.2.06 As provided in Division 1, prior to the anticipated date of Beneficial Occupancy or Substantial Completion, the Contractor shall instruct Owner personnel as necessary for the proper operation and maintenance of all equipment and machinery that will serve the Work.

11.2.07 As provided in Division 1, prior to the date of Beneficial Occupancy or Substantial Completion, the Architect/Engineer and the Field Representative will inspect the Work and begin the preparation of a Punch List covering those items of incomplete or defective work which the Contractor shall complete and correct prior to Final Acceptance.

11.2.08 The Contractor shall not be responsible for normal wear resulting from the Owner's use of the Work after Beneficial Occupancy or Substantial Completion. However, any damage to the work not attributable to normal wear resulting from the Owner's use shall be repaired by the Contractor at no additional cost to the Owner.

11.2.09 When the Contractor notifies the Architect/Engineer and the Field Representative that the project or a Phase of the Project is ready for Substantial Completion inspection, the Architect/Engineer, the Field Representative, any other Owner representatives as designated by the Owner, representatives of regulatory agencies as appropriate, and the Contractor shall inspect the work jointly to ascertain if that phase of the Project is substantially complete. A Punch List of deficiencies shall be drafted by the Architect/Engineer during the inspection, and the Architect/Engineer shall disseminate a draft Punch List to the Contractor and all other attendees within twenty-four (24) hours of the inspection. If that phase of the Project is determined by the Architect/Engineer to be substantially complete (with input from the Field Representative and others)

in accordance with the Contract Documents, and including equipment and systems commissioning, then the Contractor shall prepare a Certificate Of Acceptance for Substantial Completion for that phase to be executed by the Contractor, Architect/Engineer, Field Representative and the Owner. Concurrently, the Contractor shall take action to remedy the deficiencies noted on the Punch List, as amended by the comments of the Field Representative and others. A date shall be negotiated with the Contractor for the completion of the Punch List items that shall not be greater than sixty (60) days from the date of issuance of the Certificate of Acceptance for Substantial Completion for each phase of the Project within which to remedy such deficiencies. At the end of the said period, the Architect/Engineer and Field Representative shall conduct a final inspection and ascertain if the deficiencies have been remedied and the work is complete.

11.2.10 If any of the conditions listed in this Article are not met and/or commissioning of equipment and systems has not been completed, or the Contractor determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Acceptance for Substantial Completion shall not be issued. The Contractor shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Contractor and the Contract Amount will be reduced accordingly.

11.2.11 In the event the Contractor refuses or fails to complete any item on the Punch List by the specified time, the Contractor is liable for Liquidated Damages, and the Owner has, as its option, the right to, after ten (10) calendar days notice to the Contractor, have the work performed by others and back charge the Contractor for all Direct and Indirect Costs relating to performing this work. The applicable Liquidated Damages would continue until the expiration of the ten (10) calendar day notice to the Contractor that the Owner will have the work performed by others. The Punch List and the Contract shall remain open until all work is complete and accepted. The current retainage will be used to offset Liquidated Damages and any back charge, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any back charge, the Owner will bill the Contractor for the balance and the Contractor shall promptly remit to the Owner an amount equal to the billing.

11.3 CONTRACTOR'S RESPONSIBILITY FOR WORK

11.3.01 Until the final acceptance of the Work, excepting only those portions of the work declared Substantially Completed, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before Final Acceptance and shall bear the expense thereof.

11.3.02 If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall protect the work from erosion, provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities as necessary to protect the work.

11.4 GUARANTEES AND WARRANTIES

11.4.01 The guaranty period for the entire Work covered by the Performance and Payment Bond shall not begin until Substantial Completion of all work under the Contract Documents and will be for a period of one (1) year unless otherwise stipulated in the Project Order.

11.4.02 The guaranty period for equipment covered by Contractor's and Subcontractors' guarantees shall start at the time of Beneficial Occupancy for any portion of the Work which is occupied by the Owner prior

to Substantial Completion, or at Substantial Completion, whichever occurs first, and will be for a period of one (1) year unless otherwise stipulated in the Project Order.

11.4.03 The Contractor hereby warrants and guarantees that all work shall be in accordance with the Contract Documents. The Contractor will submit a written guarantee in the form found in the Contract Documents prior to Substantial Completion. The Contractor further agrees that it will correct all defects discovered within one (1) year (or longer if a longer period is stipulated in the Project Order,) of the date of Substantial Completion and that it will commence work on such repairs within ten (10) days after being notified by the Owner of the need for this work.

11.4.04 If the Contractor fails to act within this time period, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the cost thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

11.4.05 The Contractor will correct all latent defects discovered within ten (10) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law. The Contractor, without prejudice to the terms of the Contract Documents, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the cost thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

11.4.06 Required Guarantees:

A. **Subcontractor's Guarantees**

The Contractor shall furnish a written guaranty from each Subcontractor in the form found in the Contract Documents.

B. **Manufacturer's Guarantees**

The Contractor shall furnish an original guaranty or warranty from each of the manufacturers of equipment or materials supplied and installed under this Contract. Each guaranty or warranty shall be in accordance with the respective manufacturer's association Standard Guaranty and shall be in favor of the Contractor and the Owner.

C. **Special Guaranty and Warranty Requirements**

The Contractor shall also furnish any special guaranty or warranty called for in the Contract Documents.

11.4.07 All guarantees and warranties shall be delivered to the Field Representative prior to Beneficial Occupancy or Substantial Completion, whichever is applicable.

11.4.08 Notwithstanding the foregoing provisions, in the event of an emergency constituting an immediate hazard to the health or safety of employees, property, lessees, or the general public, the Owner may undertake, at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by work of the Contractor not being in accordance with the requirements of this Contract.

11.5 FINAL ACCEPTANCE



11.5.01 Upon due notice from the Contractor of presumptive completion of the Work, the Architect/Engineer, the Field Representative, and the Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The Field Representative will notify the Contractor in writing of Final Acceptance as of the date of final inspection.

11.5.02 If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Field Representative will give the Contractor the instructions for correction of same (punch list) and the Contractor shall immediately comply with and execute the work listed in the punch list. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided that work has been satisfactorily completed. In such event, the Field Representative will notify the Contractor in writing of Final Acceptance as of the date of this final inspection.

11.5.03 Upon notification of Final Acceptance, the Contractor shall furnish to the Field Representative or the A/E the final Contractor's Affidavit and Release of All Claims.

11.5.04 Final Acceptance of the Work does not preclude or estop the Field Representative or the A/E from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall the Owner be precluded or estopped from recovering from the Contractor or its Surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill its obligations under the Contract Documents. A waiver on the part of the Owner of any breach of any part of the Contract Documents shall not be held to be a waiver of any other or subsequent breach.

11.5.05 The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

11.5.06 As a condition of Final Acceptance, the Contractor will return all of the Contract Documents, including any copies made, and any copies that are in the possession of Subcontractors, suppliers and materialmen, to the Owner. As an alternative, Owner will accept a signed and notarized affidavit in the form appended to Division 1, Section 01010, that all Contract Documents not otherwise returned have been shredded or incinerated. Failure to return the Contract Documents, and all copies, to the Owner will be reported to a Law Enforcement Investigating Authority. Furthermore, the Contractor shall not be allowed to participate in future Confidential solicitations until such time that the Contractor has taken corrective actions satisfactory to Miami Dade County.

11.6 CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS

11.6.01 Upon the completion of the Work and before the final payment is made, the Contractor shall execute a Contractor's Affidavit and Release of All Claims. This is to be accompanied by a consent of the Surety, in favor of the Owner, on the Form included in the Contract Documents. An original Contractor's Affidavit and Release of All Claims shall be submitted to the Field Representative with the Contractor's Request for Final Payment.

11.6.02 The rights of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the Work covered by this Contract are governed by the provisions of Section 255.05, Florida Statutes. Nothing in the Contract Documents shall be construed to confer any benefits or rights upon or to create any relationships whatsoever with any Subcontractor, supplier, laborer or any other party except as same may be granted, conferred or created by Section 255.05 of the Florida Statutes.

ARTICLE 12 - INDEMNIFICATION AND HOLD HARMLESS

12.1 INDEMNIFICATION AND HOLD HARMLESS

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

12.1.02 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

12.1.03 This Section shall survive expiration or termination of this Agreement.

12.2 PERFORMANCE AND PAYMENT BOND

12.2.01 Within fifteen (15) calendar days from the date of Notice of Award presented to the Contractors, the Contractors shall deliver to the County a Performance and Payment bond in the amount of One Million Five Hundred Thousand (\$1,500,000.00). The Contractor must maintain such Performance and Payment Bond annually throughout the life of the Contract. In the event the value of work of any Contractor exceeds One Million Five Hundred Thousand (\$1,500,000.00) the bond must be increased accordingly.

- A. The Bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond (Total Contract) Amount</u>	<u>Best's Rating</u>
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,000 to \$10,000,000	A VIII
Over \$10,000,000	A IX

- B. 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:

- (1) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.
- (2) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

- (3) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

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

- C. For Contracts in excess of \$500,000 the provision of Subsection 12.2.01.B will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. The attorney-in-fact or other officer who signs a Performance and Payment Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.

12.2.02 The cost of the Bond shall be included in the Total Contract amount. No separate payment for the cost of the Performance and Payment Bond shall be made by the Owner.

12.2.03 The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

12.2.04 The Bond shall be delivered to the Internal Services Department, Strategic Procurement Division located at 111 NW 1st Street, Suite 1300, Miami, Florida 33128 in accordance with the instructions within the Notice of Award.

12.2.05 In the event the Surety on the Performance and Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.

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

12.3 INSURANCE

12.3.01 The Contractor and Sub-Contractors shall furnish to the Internal Services Department, Strategic Procurement Division located at 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below.

- A. **Worker's Compensation Insurance** for all employees of the Contractor as required by Florida Statute 440.
- B. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- C. **Commercial General Liability Insurance** in an amount not less than \$1,000,000 per occurrence. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- D. **Pollution Liability Coverage** in an amount not less than \$1,000,000 per occurrence. Policy must be endorsed to show no Asbestos Abatement exclusions.

***Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

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

- A. 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

- B. 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**

12.3.03 Compliance with the foregoing requirements shall not relieve the Contractor and sub-Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor and/or Sub-Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor and/or Sub-Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor and/or Sub-Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor and Sub-Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 13 - CANCELLATION OR TERMINATION OF CONTRACT

13.1 CANCELLATION BY THE OWNER

13.1.01 The Owner may at its option and discretion cancel the Contract or any Project Order at any time without any default on the part of the Contractor by giving a written Notice of Cancellation to the Contractor and its Surety at least ten (10) days prior to the effective date of such cancellation.

13.1.02 In the event of cancellation by the Owner, the Owner shall pay the Contractor for all labor performed, all materials and equipment furnished by the Contractor and its Subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Field Representative and approved by the Architect/Engineer and the Consulting Engineers. The Contractor will be paid for:

- A. The final value of all work completed under the Contract and Project Order, based upon the approved Schedule of Values and/or Unit Prices,
- B. The final value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,
- C. The final value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the Owner to a site or location designated by the Owner prior to release of payment for such materials and equipment.
- D. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract shall be considered.

13.1.03 In the event of cancellation under this Article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such cancellation.

13.1.04 In the event of cancellation under this Article, the Owner does not waive or void any credits otherwise due Owner at the time of cancellation, including Liquidated Damages, and back charges for defective or deficient work.

13.1.05 Upon cancellation as above, the Field Representative shall prepare a certificate for Final Payment to the Contractor.

13.2 TERMINATION BY DEFAULT OF CONTRACTOR

13.2.01 The Contract and/or Project Order may be terminated by the Owner for failure of the Contractor to comply with any requirements of the Contract and/or Project Order Documents including but not limited to:

- A. Failure to begin the work under the Project Order within the time specified in the "Notice to Proceed", or
- B. Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract Documents, and the approved Progress Schedule, or
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or the A/E, or

- D. Discontinues the prosecution of the work, or
- E. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or
- G. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- H. Makes an assignment for the benefit of creditors, or
- I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- J. The Owner may terminate this Contract if the Contractor is found to have submitted a false certification or to have been, or is subsequently during the term of this Contract, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

13.2.02 Before the Contract and/or Project Order is terminated, the Contractor and its Surety will be notified in writing by the Architect/Engineer of the conditions which make termination of the Contract and/or Project Order imminent. The Contract and/or Project Order will be terminated by the Owner ten (10) days after said notice has been given to the Contractor and its Surety. Unless a satisfactory effort acceptable to the Owner has been made by the Contractor or its Surety to correct the conditions, the Owner may declare the Contract and/or Project Order breached and send a written Notice of Termination to the Contractor and its Surety.

13.2.03 The Owner reserves the right, in lieu of termination as set forth in this Article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied.

13.2.04 In the event the Owner exercises its right to terminate the Contract and/or Project Order for default of the Contractor as set forth herein, the Surety shall complete all Project Orders in accordance with its terms and conditions. If the Surety takes over, the time or delay between Notice of Default and start of work by the Surety is a Non-Excusable Delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner may exercise any of its other options including completing the Work by whatever means and method it deems advisable (see Article 3). No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract and/or Project Order shall be considered.

13.2.05 The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the Owner to the affected Subcontractors and suppliers at any tier.

13.3 TERMINATION FOR NATIONAL EMERGENCIES

13.3.01 The Owner shall terminate the Contract and/or Project Order or portion thereof by written notice when the Contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.

13.3.02 When the Contract and/or Project Order, or any portion thereof, is terminated before completion of all items of work in any Project Order, payment will be made for the actual number of units or items of work completed at the Project Order price or as mutually agreed for items of work partially completed or

not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract and/or Project Order shall be considered.

13.4 IMPLEMENTATION OF CANCELLATION OR TERMINATION

13.4.01 If the Owner cancels or terminates the Contract and/or Project Order, the Contractor shall stop all work on the date specified in the Notice of Cancellation or Termination and shall:

- A. Cancel all orders and Subcontracts which may be terminated without costs;
- B. Cancel and settle other orders and Subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Field Representative or the A/E,
- C. Transfer to the Owner, in accordance with directions of the Field Representative, all materials, supplies, work in progress, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid;
- D. Deliver to the Field Representative or the A/E As-Built Documents, complete as of the date of cancellation or termination, Plans, Shop Drawings, Sketches, Permits, Certificates, Warranties, Guarantees, Specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work.
- E. The Contractor shall perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto.
- F. Cancellation or termination of the Contract and/or Project Order or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed.
- G. In arriving at the amount due the Contractor under this Article, there will be deducted, (1) any claim which the Owner 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 items acquired by the Contractor or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the Owner.

ARTICLE 14 - SENSITIVE SECURITY INFORMATION (SSI)

With the issuance of a POD, it may be determined that the drawings and specifications for that project contains Sensitive Security Information (SSI), as defined by 49 CFR 1520, and, as such, these drawings and specifications are exempt from dissemination to the general public.

If it is determined that the project documents contain SSI information, the Contractor will be required to execute a non-disclosure affidavit, and return the executed affidavit with the PO (Refer to Special Provision 6).

ARTICLE 15 - E-VERIFY

Contractor shall utilize the E-Verify system to check the employment eligibility of all Contract employees performing work on the Contract. Contractor shall require, as a condition of all subcontracts, that Subcontractors utilize the E-Verify system to verify the employment eligibility of all subcontractor employees performing work on

a Project Order.

ARTICLE 16 - CONTRACTOR AND SUBCONTRACTORS GUARANTEE FORMS AND AFFIDAVITS

16.01 The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Contract. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
14. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

16.02 Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 17 - PRESS RELEASE OR OTHER PUBLIC COMMUNICATIONS

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 18 - U.S. SOCCER FEDERATION 2026 WORLD CUP

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Agreement does not elect to terminate this Contract within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

ARTICLE 19 - CONTRACTOR'S PERFORMANCE AND PAYMENT
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 _____

Project No. _____ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of **One Million Five Hundred Thousand Dollars (U.S. dollars) \$1,500,000.00**, 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; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; 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 five (5) years after completion of the Work under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

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

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(2)(b), Florida Statutes.

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

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

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

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint 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)

ARTICLE 20 - CONTRACTOR AND SUBCONTRACTORS
GUARANTEE FORMS AND AFFIDAVITS

CONTRACTOR'S GUARANTEE

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of

(Name of Contractor)

being its _____
(Partner) (President) or (other Officer)

and as such has full authority to execute this Contractor's Guarantee.

That the said Contractor has performed certain work for the Owner, under Contract No. _____, Entitled _____ which said Project has now been completed by the Contractor in its entirety.

That in consideration of the partial payments heretofore made by the Owner to the Contractor, and in consideration of the final payment yet to be made, the Contractor does hereby warrant to the Owner that all labor, work, materials and equipment furnished, supplied and performed under said Contract, are in strict accordance with the Contract Documents.

That should any defects develop in the work, during the guarantee periods as required by the Contract Documents, all from the date of final acceptance by the Owner, due to improper materials, workmanship or arrangement, or defective machinery and equipment, the Contractor warrants and covenants that the defects shall be made good by the Contractor, at the time specified by the Owner and that any other work affected in correcting such defects shall also be made good, all at the Contractor's sole cost and expense.

CONTRACTOR:

Name of Contractor

By: _____
(Signature of Authorized Representative)

(Title)

(Date)

CONTRACTOR'S GUARANTEE (Cont'd)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

by _____,
(Authorized Representative)

of _____, who is personally known to me or who
(Corporation, Partnership, etc.)

has produced _____ as identification and who did/did not take an oath.

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

SUBCONTRACTOR'S GUARANTEE

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

Who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of :

(Name of Subcontractor)

being its _____
(Owner) (Partner) (President) or (other Officer)

and as such has full authority to execute this Subcontractor's Guarantee.

That the said Subcontractor has performed certain work for _____
the General Contractor for the Owner, under Contract No. _____ which said work has
now been completed by the Subcontractor in its entirety.

That in consideration of the partial payments heretofore made by the Contractor to the
Subcontractor, and in consideration of the final payment yet to be made, the Subcontractor does hereby
warrant to the Contractor that all labor, work, materials and equipment furnished, supplied and performed
under the said Subcontract, by this Subcontractor, are in strict accordance with the Contract Documents.

That should any defects develop in the work during the guarantee periods as required by the
Contract Documents, all from the date of final acceptance by the Owner, due to improper materials,
workmanship or arrangement, or defective machinery and equipment, the Subcontractor warrants and
covenants that promptly upon notice from the Contractor, the defects shall be made good by the
Subcontractor at the time specified by the Contractor, and that any other work affected in correcting such
defects shall also be made good, all at the Subcontractor's sole cost and expense.

SUBCONTRACTOR:

Name of Subcontractor

By: _____
(Signature of Authorized Representative)

(Title)

(Date)

SUBCONTRACTOR'S GUARANTEE (Cont'd)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

_____,
(Authorized Representative)

of _____,
(Corporation, Partnership, etc.)

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

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM
FOR PAY APPLICATION FOR PAYMENT NO. _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the AFFIANT, _____

who being duly sworn, deposes and says as follows:

That they are the duly authorized representative of

(Name of Contractor)

being its _____
(Partner) (President or other Officer)

and as such has full authority to make this affidavit and to give this Release of Claim.

That the said Contractor has completed certain work for the Owner, under its Contract No. _____ dated _____, for which the Contractor has requested partial payment. This Application for Payment is for \$ _____, and of the said amount, the Contractor has heretofore received the sum of \$ _____, under prior Pay Application No. _____ leaving a balance of \$ _____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid prior Application for Payment No. _____, have been paid in full,

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid certain work described in prior Pay Application No. _____, and hereby accepts the aforesaid Amount in lieu of those claims.

CONTRACTOR:

Name of Contractor

By _____
Signature of Authorized Representative)

(Title)

(Date)

CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM
FOR PAY APPLICATION FOR PAYMENT NO. (Cont'd)

STATE OF _____

COUNTY OF _____

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

(Authorized Representative)

of

,
(Corporation, Partnership, etc.)

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

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the AFFIANT,
_____ who being duly sworn, deposes and says as follows:

That they are the duly authorized representative of:

(Name of Contractor)
being its _____
(Partner) (President or other Officer)

and as such has full authority to make this affidavit and to give this Release of All Claims.

That the said Contractor has completed certain work for the Owner, under its Contract No. _____, dated _____, for which the Contractor has requested payment in full. The Final Contract Amount is \$ _____, and of the said amount, the Contractor has heretofore received the sum of \$ _____, leaving a retained balance of \$ _____, now due and payable.

That the said Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by the aforesaid Contract, have been paid in full, except for the sum of \$ _____, which shall be paid in full from the aforesaid retained balance due the Contractor.

That the said Contractor hereby releases the Owner from any and all claims of any nature arising out of the performance of the aforesaid Contract, and hereby accepts the aforesaid Final Contract Amount in lieu thereof.

That the said Contractor hereby covenants that payment by the Owner of the Final Contract Amount in no way releases the Contractor from its continuing obligations under the Performance and Payment Bond heretofore posted with the Owner, and the Surety on said Bond hereby consents to the payment by the Owner of the retained funds.

CONTRACTOR:

Name of Contractor

By _____
(Signature of Authorized Representative)

(Title)

(Date)

CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS (Cont'd)

STATE OF _____

COUNTY OF _____

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

(Authorized Representative)

of

(Corporation, Partnership, etc.)

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

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

SUBCONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH
SECTION NO. 10-35, MIAMI-DADE COUNTY CODE

NOTE: The Contractor shall attach this statement, completed by each First Tier Subcontractor whose work appears on the prior requisition for payment, and by each direct supplier to the Contractor who has furnished materials directly to the Contractor which materials were included in the prior requisition for payment.

Project Name: _____ Project Number: _____
Dated: _____
Name - General Contractor _____
Name - Subcontractor/Supplier _____
Signature of Authorized Representative of Subcontractor/Supplier: _____

Title: _____ Date: _____

This Affidavit is an attachment to the Contractor's Pay Requisition No. _____
Total Subcontract/Supplier Amount \$ _____
Amount of work done by Subcontractor/Supplier under this pay requisition is \$ _____.

STATE OF _____

COUNTY OF _____

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

(Authorized Representative)

of

(Corporation, Partnership, etc.)

who is personally known to me or who has produced _____
as identification and who did/did not take an oath, deposes and says that pursuant to the provisions of the
Contract for said project, all money due under prior requisitions for payment have been paid by
_____, the (General) Contractor.

(Signature of Notary)

(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: _____

My Commission Expires: _____

RELEASES OF CLAIM BY SUBCONTRACTORS REQUIRED

Section 10-35, Miami-Dade County Code

Before any Contractor can receive any draw, except the first draw, for moneys due it as a result of a percentage of the work completed, it must pay all first-tier subcontractors and all direct suppliers of the Contractor who have performed any work or supplied any materials directly to the Contractor for the project as of that date their proportionate share of all previous draws and must provide the Owner's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all first-tier subcontractors and direct suppliers to the Contractor who have performed any work or supplied any materials for the project as of that date, stating that said subcontractors and suppliers have been paid their proportionate share of all previous draws. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers, and the amounts for which the statement of satisfaction cannot be furnished. The Contractor's failure to provide a consent of surety to requisition payment will result in the amount in dispute being withheld until (1) the statement of satisfaction is furnished, or (2) consent of surety to requisition payment is furnished.

(Ord. No. 78-23, 4-4-78; Ord. No. 84-11, 2-7-84; Ord. No. 86-6, 2-4-86; Ord. No. 88-13, 3-1-88)

Consent of Surety to Pay Application for Payment

PROJECT NAME: _____ PROJECT NO.: _____

CONTRACTOR: _____

A/E CONSULTANT: _____

Attachment to Requisition No. _____ dated _____ in the amount of \$ _____

TO: MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

The Surety Company, _____
(insert full name or legal title and address of Surety)

on the Bond of the Contractor listed above, hereby approves this payment to the Contractor. Said payment 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 Subcontractor or material suppliers against this project and Contract.

This Consent of Surety recognizes that claims have been made by the following Subcontractors and material suppliers against the Contract in the amounts listed below:

(Subcontractor/material supplier name and telephone number)	(amount of claim)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

() attached find additional listed names/amounts on pages 2 thru _____

The Surety recognizes that releases of lien or releases and assignment of claim have not been requested or received from all the Subcontractors and material suppliers for this facility.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 20 ____.

Attest:

Witnesses:

Surety: _____
Signature of Authorized Representative

Title: _____

(Seal)

Attachment: Surety Power of Attorney

Miami-Dade County Clearinghouse Procedures For Placing Job Opportunities (in accordance with Resolution Nos. R-937-98 and R-1145-99)

1. Complete the attached Miami-Dade County Clearinghouse Opportunities, Job Order Request Form. Please provide as much detailed information as possible concerning the job openings (requirements, experience, job opportunities, hours, education, salary, employer contact information, etc.)
2. The completed Job Order Request Form may be submitted to Miami-Dade County Small Business Development by one of the following means:
 - A. The Job Clearinghouse Form may be faxed directly to the Miami-Dade Aviation Department – Minority Affairs Division:
FAX NUMBER: (305) 876-0382
 - B. The Job Clearinghouse Form may be Emailed to:
atecle@miami-airport.com
 - C. The Job Clearinghouse House Form information may be mailed to the Miami-Dade Aviation Department – Minority Affairs Division within ten (10) working days following the Contractor's receipt of an executed Contract to:
Miami-Dade Aviation Department
Minority Affairs Division
P.O. Box 025504
Miami, Florida 33102-5504

Questions regarding Miami-Dade County Job Clearinghouse Procedures may be directed to Mr. Abebe Tecle at (305) 876-7386.

MIAMI-DADE COUNTY -- CONSTRUCTION JOB CLEARINGHOUSE (JCH) FORM

Governed by Miami-Dade County Code Section 2-1701 and R-1395-05

EMPLOYER'S INFORMATION

CONTRACT/PROJECT NO. _____

Federal Identification No. _____

Business Name _____ Type of Business: _____

Business Address: _____ City _____ State _____ Zip Code _____

Telephone _____ Fax # _____ e-mail Address _____

Contact Person: _____

JOB INFORMATION - APPLICATIONS ACCEPTED UNTIL _____

Would you like to advertise this position on the Internet? Yes _____ - No _____

Number of Openings _____

Job Site Location(s) _____

Position Available (please use one form per available classification) _____

Hourly Rate: \$ _____

Experience Required: None _____ will Train _____ How Many Month(s) or Years _____

Education Required:

None _____ HS Diploma/ GED _____ Associates _____ Bachelors _____

Masters _____ Ph.D _____

Duration of job: Permanent _____ Temporary/ How Long _____ Full
Time _____ Part Time _____

Language(s) Required: English -- Creole _____ Spanish _____ Other _____

Drivers License Required: None _____ E- Regular CDL (A. B OR C) _____

Describe Job Duties (Knowledge, Skills, & Abilities):

Deadline to apply No _____ Yes _____ (when?) _____ Fringe Benefits Yes _____ No _____

Contact by: Phone _____ Fax Resume _____ Mail Resume _____ Email Resume _____

Apply in person (Day & Hours) _____

-----**FOR OFFICE USE ONLY**-----

Date Received _____ Time Received _____

Contract No. _____ Contractor: _____
☐ §2-1701 Community Workforce Program ☐ §2-11.17 Resident First Training and Employment Program ☐ A.O. 3-63 Employ Miami-Dade Program

L. Specify the total number of persons that will be used by the Contractor and all subcontractors to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, the number of persons to be utilized in each category, the number of positions to be hired by the contractor in each category which are not currently staffed, the number of positions to be filled from the Employ Miami-Dade Register and the number of employees which live within the project DTA. If the current workforce will not achieve the project goal of 51% construction labor hours performed by Miami-Dade County residents, include a Job Clearinghouse Affidavit or a statement on how Miami-Dade County residents will be recruited to fill the needed positions and meet the goal.

4. Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed subcontractor's) payroll who reside in Miami-Dade County only and marking the correct box for DTA residents. Two forms of identification must be provided for each DTA resident demonstrating one year of residency.

iv. Attach a list of all employees currently employed by the contractor and each subcontractor at the time of award that includes the last four digits of their social security.

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

Signature of Applicant	Print Name	Print Title		Date
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**Residents First Training and Employment Program
Occupational Safety & Health Administration (OSHA)
10 Hour Safety Training Affidavit - Form RFTE 3**

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a County Construction Contract, shall satisfy the requirements of the Miami-Dade County Residents First Training and Employment Program which requires: for (i) all persons employed by the contractor to perform construction shall have completed the Occupational Safety & Health Administration (OSHA) 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor

The undersigned verifies that every employee reported on the payroll has completed the OSHA 10 Hour or OSHA 30 Hour Safety Training Course prior to working on the project.

Project Number, Title

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

**Residents First Training and Employment Program/Employ Miami-Dade Program Workforce
Performance Report - Form RFTE 4 (Miami-Dade County Code Section 2-11.17 & A.O. 3-63)**

Contract No. _____

Contractor: _____

In accordance with Section 2-11.17 of the Miami-Dade County Code & A.O. 3-63, this report must be submitted by the Contractor within thirty (30) days of completion of a County Capital Construction Contract to Small Business Development through the Contracting Officer. The Contracting Officer shall not authorize issuance of final payment for completion of a County Capital Construction Contract until the County receives a completed Workforce Performance Report.

Please provide the following information on the workforce employed in the execution of the contract:

_____ Total number of Construction Labor positions utilized on the project

_____ Total number of Construction Labor work hours performed on the project

_____ Total number Construction Labor work hours performed by Miami-Dade County residents

_____ Total number Construction Labor positions performed by Employ Miami-Dade participants

_____ Percentage of Construction Labor work hours performed by Miami-Dade County residents

Attach supporting documentation verifying construction labor work hours performed by Miami-Dade County residents & Employ Miami-Dade participants.

\$_____ Total amount of funds expended during the course of the project on other related skill and safety training programs

Were any positions on this project filled with new hires? _____ Yes _____ No

If you answered "yes" to the above question, please identify the new hires by name, address and trade category, and indicate whether they were Miami-Dade County residents or an Employ Miami-Dade participant. (Please attach additional sheets if necessary.)

Employee Name	Address	Trade/Category Performed	Miami-Dade County Resident (v)	Employ Miami-Dade County Participant (v)

Were all new hires Miami-Dade County residents? _____ No _____ Yes

Was the 20% labor workforce threshold met from the Employ Miami-Dade Register? _____ No _____ Yes

If you answered "no" to either of the above questions, please attach supporting documentation that verifies reasonable efforts to promote employment opportunities for local residents including participation in the Employ Miami-Dade Program, which shall include applicable advertisements in local newspapers, posting of job opportunities with CareerSource South Florida's Job Clearinghouse, referrals received from CareerSource South Florida, job applications received, candidates interviewed, and number of new hires.

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

Signature of Affiant

Print Name, Title

Date

Form to be included with Contractor's Application for Payment attached to certified payroll.

CONTRACTOR/SUPPLIER GENERAL ISO AWARENESS INFORMATION HANDOUT

In order to maintain environmental compliance with MDAD's environmental program, only Contractors and Suppliers that retain proper licenses, certifications and permits, and have an awareness of MDAD's Environmental Management System (EMS) shall be allowed to supply contracted services.

The Contractor/Supplier that has been awarded a contract to perform work for MDAD hereby certifies the following:

(a) Contractor/Supplier is in receipt of and has reviewed all relevant information **and materials on MDAD's EMS** that has been provided as part of this affidavit.

(b) Contractor/Supplier agrees to conduct contracted activities in accordance with MDAD's environmental procedures and all applicable federal, state, and local environmental laws, regulations, directives, ordinances and other governmental authorizations, and certifies that all required licenses, certifications and permits are current and available upon request to MDAD,

(c) Contractor/Supplier acknowledges that it is responsible for ensuring that its current and projected employees and subcontractors that will be performing on-site services shall receive **and review all relevant information and material on MDAD's EMS, complete the EMS training module**, and comply with MDAD's environmental procedures.

By signing this affidavit, the Contractor/Supplier acknowledges that a Notice to Proceed will not be issued by MDAD, and no contracted work will be authorized by MDAD until the EMS training module has been completed by current and projected employees and subcontractors. The Contractor/Supplier's failure to provide the affidavit, or to comply with the terms, shall constitute a default of the subject contract and may be cause for suspension or termination, in accordance with the terms of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Affidavit to be executed by their appropriate officials.

CONTRACTOR/SUPPLIER

(Legal Name of Organization)

(Signature of Authorized Representative)

Title _____

Date _____

STATE OF:

COUNTY OF:

The above instrument was acknowledged before me this _____ day of _____, 20____, by _____, of (Authorized Representative) _____, who is personally known to me or has (Name of Corporation, Partnership, etc.) _____ has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Commission Number: _____
My Commission Expires: _____

Notary Stamp or Seal:

(Print Name)

SPECIAL PROVISIONS

SPECIAL PROVISIONS 1

Small Business Enterprise Construction Services

**Implementing Order 3-22 and Miami-Dade County Code
Section 10-33.02 can be found at the below links:**

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO03-22.pdf>

https://library.municode.com/fl/miami_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH10CO_ARTIIBIPU_PR_S10-33.02SMBUENCSEPR

SPECIAL PROVISIONS 2

Small Business Enterprise Services Program and Small Business Enterprise Goods Program

**Implementing Order 3-41 and Miami-Dade County Code
Section can be found at the below links:**

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-41.pdf>

[https://library.municode.com/fl/miami -
dade county/codes/code of ordinances?nodeId=PTIICOOR CH2AD ARTIINGE S
2-8.1.1.1.1SMBUENSEPR](https://library.municode.com/fl/miami-dade-county/codes/code%20of%20ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-8.1.1.1.1SMBUENSEPR)

[https://library.municode.com/fl/miami -
dade county/codes/code of ordinances?nodeId=PTIICOOR CH2AD ARTIINGE S
2-8.1.1.1.2SMBUENGOPR](https://library.municode.com/fl/miami-dade-county/codes/code%20of%20ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-8.1.1.1.2SMBUENGOPR)

SPECIAL PROVISIONS 3

Responsible Wages and Benefits for County Construction Contracts

**Implementing Order 3-24 and Miami-Dade County Code
Section 2-11.16 can be found at the below links:**

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-24.pdf>

[https://library.municode.com/fl/miami -
dade county/codes/code of ordinances?nodeId=PTIICOOR CH2AD ARTIINGE S
2-11.16COCOCO](https://library.municode.com/fl/miami_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-11.16COCOCO)

SPECIAL PROVISIONS 4

Community Workforce Program

**Implementing Order 3-37 and Miami-Dade County Code
Section 2-1701 can be found at the below links:**

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-37.pdf>

[https://library.municode.com/fl/miami -
dade county/codes/code of ordinances?nodeId=PTIICOOR CH2AD ARTCXIICO
WOPR_S2-1701COWOPR](https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances?nodeId=PTIICOOR_CH2AD_ARTCXIICOWOPR_S2-1701COWOPR)

SPECIAL PROVISIONS 5

**Residents First Training and Employment Program
Implementing Order 3-61 and Miami-Dade County Code
Section 2-11.17 can be found at the below links:**

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-61.pdf>

[https://library.municode.com/fl/miami -
dade county/codes/code of ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE S
2-11.17REFITREMPR](https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances?nodeId=PTIICOOR_CH2AD_ARTIINGE_S2-11.17REFITREMPR)

and

Employ Miami-Dade Program

Administrative Order 3-63

can be found at the below link:

<http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-63.pdf>

SPECIAL PROVISIONS 6

PROCEDURES FOR REQUESTING CONSTRUCTION RELATED RECORDS FROM MDAD

I. AUTHORITY

- A. Florida Statute 119.071, Subsection (3), Paragraph (b), Inspection, Examination, and Duplication of Records; Exemptions, as amended.

II. CONSTRUCTION-RELATED RECORDS

According to federal and state laws, construction related documents of governmental facilities are vulnerable to unlawful interference. In order to comply with the requirements of these laws, MDAD has created the following procedure to handle requests for copies of Aviation records that might be exempt from the public records laws.

- A. As Built, Existing, and New Construction-Related Records During Non-Bid Phases:

1. A licensed Architect, Engineer, or Contractor under contract with MDAD must also sign a Confidentiality Affidavit stating that they are cognizant of the exempt status of the records they have been given access to and that they will be held responsible for maintaining that status.
2. The documents will only be released to the individual executing the Confidentiality Affidavit.

III. CONTROL OF CONSTRUCTION-RELATED RECORDS

- A.. In addition to the above requirements, the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which include but is not limited to:

1. Each Subcontractor that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized.
2. The Contractor and Subcontractors agree in writing that the project documents are to be kept and maintained in a secure manner.
3. Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
4. A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents. The Contractor will submit on a monthly basis a copy of the tracking log to the Field Representative.

- B. The Contractor is advised that the sole authority as to the release, or disclosure, of any project related documents to any third party, other than a Subcontractor, supplier, materialmen, or reproduction company, rests with the Director of the

Miami Dade Aviation Department, or designee. The Contractor shall not release any contractual related documents to any third party that is not directly related to the project work, or does not have a need to know.

- C. As a condition of Final Acceptance, the Contractor will return all of the Contract Documents, including any copies made, and any copies that are in the possession of Subcontractors, suppliers and materialmen, to the Owner. Failure to return the Contractual Documents, and all copies, to the Owner will be reported to a Law Enforcement Investigating Authority. Furthermore, the Contractor shall not be allowed to participate in future Confidential solicitations until such time that the Contractor has taken corrective actions satisfactory to Miami Dade County. As an alternative, Owner will accept a signed and notarized affidavit in the form appended in Division 1, Section 01010, that all Contract Documents not otherwise returned have been shredded or incinerated.

IV. REQUESTING SENSITIVE SECURITY INFORMATION (SSI) CONSTRUCTION-RELATED RECORDS

Please refer to the respective MDAD Project Manager for all SSI Construction Related Records.

CONFIDENTIALITY AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority appeared,
Who stated:

1. This affidavit is for the Bid / Proposal Documents for:
Project Name: _____ Project No.: _____
2. I am a licensed architect, engineer or contractor's qualifier, who may perform work on, or related to, the above identified project, and have the express authority to sign this affidavit and agree to all of the conditions stated herein,

(Company Name of Bidder / Proposer)

(Address of the Company that is the Bidder / Proposer)

3. By signing this affidavit, I am certifying that I understand that the records indicated in paragraph 1, above, may contain confidential and/or exempt information related to airport facilities, and I agree, and bind the above named company, to maintain the exempt and/or confidential status of that information in accordance with the Florida Statutes § 281.301, § 331.22, and § 119.071(3)(b), and the contract documents.

(Signature)

(Title)

(Print Name of Signatory)

The above instrument was sworn to and subscribed before me this _____ day of
20_____, by

() who is personally known to me,

() who has produced _____ as identification: and who () did () did not take
an oath.

(Signature of Notary Public)

(NOTARY STAMP)

(Print, type or stamp name of Notary Public)

Notary Commission Number: _____

My Commission Expires: _____

SPECIAL PROVISIONS 7

CSBE EXPEDITED PAYMENT PROCESS

CSBE EXPEDITED PAYMENT PROCESS

Miami-Dade County Small Business Development (SBD) will provide financial assistance to eligible CSBEs through an expedited payment process (EPP) for incurred or expended mobilization expenses on County Contract awards. Eligible CSBEs may receive assistance for up to ten percent (10%) of Contract award for approved mobilization expenses.

1. CSBE Responsibilities

In order to be eligible for expedited payments, CSBE must show proof of the following:

1. Successful completion of Management and Technical Assistance Program Professional Development and Training Modules.
2. Certification as a CSBE
3. Contract award for a County construction Contract with a Contractor or directly with a County Department.

CSBEs must also be in good standing with existing County Ordinances applicable to County construction Contracts. CSBEs seeking participation in the EPP program must sign a notarized agreement accepting the terms and conditions of EPP.

Eligible CSBEs seeking EPP assistance must complete a Disbursement Authorization Form (Form DBD 306, downloaded from SBD website at http://www.miamidade.gov/sba/library/disbursement_author_form.pdf). The CSBE must list mobilization expense items, with supporting documentation, for EPP consideration and forward to the Contractor, if the CSBE is a Subcontractor. If the CSBE is a Contractor, the Disbursement Authorization Form must be submitted directly to the User Department Project Manager. The CSBE must also submit a copy of the Project Schedule of Values to SBD. When the CSBE submits the normal requisition, it should include the mobilization expenses listed on the Disbursement Authorization Form.

2. Contractor Responsibilities When CSBE is a Subcontractor

Contractor reviews Disbursement Authorization Form to verify that each expense item is for mobilization expenses and is for line item expenses listed in the Schedule of Values. Contractor will also verify that the expenses reflect materials delivered, services performed or any miscellaneous expenses associated with the project start up. For approved expenses, the Contractor will sign off on Disbursement Authorization Form and forward to the Department Project Manager. If authorization is not approved, the Contractor must indicate an explanation on the Disbursement Authorization Form and return to the CSBE with a copy to SBD. In the normal requisition process the Contractor will pay the CSBE for services provided or goods delivered and deduct any payments made through EPP.

3. Department Project Manager Responsibilities

The Department Project Manager will review Disbursement Authorization Forms received from the CSBE or Contractor, and verify that goods have been received and/or services have been provided. Department Project Manager signs off on Disbursement Authorization Forms for approved expenses and forwards to SBD. If authorization is not approved, the Department Project Manager must indicate an explanation on

the Disbursement Authorization Form and return to the CSBE or Contractor with a copy to SBD.

4. SBD Responsibilities

SBD will verify eligibility of all CSBEs applying for EPP assistance. SBD will review all Disbursement Authorization Forms received from Department Project Managers and process check requests for all expenses approved for EPP. SBD will verify that vendors/suppliers indicated on the check request are registered with the Department of Procurement. For unregistered vendors/suppliers, SBD will assist CSBEs in registering these firms. Check requests will be forwarded to the Miami-Dade Aviation Department (MDAD) SBD will provide adequate follow up to ensure CSBE vendors/suppliers receive payment. Any problems or complaints regarding EPP transactions will be the responsibility of SBD.

5. Finance Department Responsibilities

MDAD will receive all check requests for EPP payment from SBD. Check requests will be processed for payment and made payable to the CSBE vendor or supplier. MDAD will only issue checks to vendors who are registered with the Department of Procurement. For mobilization expenses paid by the CSBE, MDAD will issue a two party check payable either to the Contractor and the CSBE vendor/supplier or to the Contractor and the CSBE providing that the CSBE shows adequate proof of expenses paid. All checks will be issued within ten (10) business days from receipt of check request.

SPECIAL PROVISIONS 8

FEDERAL AVIATION ADMINISTRATION (FAA) SPECIAL CONTRACT PROVISIONS AVIATION CONTRACTS

FAA SPECIAL PROVISIONS – AVIATION CONTRACT

A). Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other source
s of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- B) All Contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

- C) All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SPECIAL PROVISIONS 9

Project Order Forms



MIAMI-DADE COUNTY

PROJECT ORDER DRAFT

RTQ NO. 01064

Civil Environmental Engineering Division
Hazardous Material Removal Contract
MDAD Contract No. RTQ No 01064

ANNOUNCEMENT FOR PROJECTS

Sealed bids for : _____

Project Order Number: _____

1. Shall be received by the Miami-Dade Aviation Department on _____ at 2:00 PM and will be opened in a Conference Room of the Commodities Management Division, in Building 3040 at Miami International Airport 4331 NW 22 Street, Miami, Florida 33122. Plans and Specifications for said project may be obtained after _____ from the Miami Office of _____, Phone _____. One set of documents will be supplied at no cost to the bidder.
2. SCOPE: To provide all labor, material, equipment, supervision, and services as necessary to complete the work. All work shall be in accordance with the Project Manual and Plan of Action prepared by _____ dated _____ and in accordance with all Federal, State and Local Asbestos Abatement Rules and Regulations.
3. Time of Completion: _____ calendar days from NTP.
4. If mailed, bids shall be addressed to:

Miami-Dade Aviation Department
Commodities Management Division
P.O. Box 025504
Miami, Florida 33102-5504

Walk-in Delivery
4331 NW 22 Street
Bldg. 3040
Miami, FL 33122

Attention: Neivy Garcia, Division Director

and plainly marked on the outside of the sealed envelope "_____ " Project Order Number _____ under the Hazardous Material Removal Contract. Mailed bids must be received by the above mentioned addressee prior to the time and date specified in Article 1 above.

5. Bid preparation shall be in accordance with the instructions to bidders found in the Project Manual and Plan of Action. Please note that only Contractors who entered into the Non-Exclusive Hazardous Material Removal Contract with the County shall submit a bid. The County reserves the right to waive any and all informalities and irregularities, and to reject any or all bids.
6. Pre-bid Conference: Pre-bid Conference and walk-through of the facilities shall be held on _____ at _____ at the Civil Environmental Engineering Division office in Bldg. 5A, 1st Floor, 4200 NW 36 Street, Miami, FL 33122. A representative from each of the Contractors MUST ATTEND the Pre-bid Conference and walk-through.
7. The evaluation of competitive bids is subject to Sections 2-8.5 and 2-8.5.1 of the Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses and local certified veteran's businesses. IN ACCORDANCE WITH CFR 200.319(B), PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.
8. The provisions of Contract Documents for the Hazardous Material Removal Contract are incorporated herein by reference thereto. Each Contractor has copies of the Contract Documents.

By: _____
Civil Environmental Engineering Division

Date: _____

POD

11/16/18

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MIAMI-DADE COUNTY

PROJECT ORDER PROPOSAL

RTQ NO. 01064

Aviation Department Civil Environmental Engineering Division

Date: _____

Hazardous Material Removal Contract

Project Order No.: _____

MDAD Contract No.: RTQ No. 01064

Project Name: _____

To Contractor: _____

(This form must be submitted in duplicate – One original and One copy)

Date: _____
Bidder: _____
Address: _____

The bidder declares that he has examined the site of work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and other Contract Document relative thereto, including the Contract Bid Notification, Bidding Procedures and Instructions to Bidders, any and Supplemental Conditions, and acknowledges the Addenda through as acknowledge below; and that he has satisfied himself as to the work to be performed, and the time within which it is to be completed.

The Bidder agrees, if this Bid is accepted, to contract with _____ in the form of a Project Order to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor all means, methods, techniques, sequences, procedures and incidentals necessary to construct and complete, within the time specified, the work covered by this Bid Form and other Contract Documents for:

Project Order Number: _____ entitled _____
a part of Miami Dade County: Hazardous Material Removal Contract MDAD Contract No: RTQ No. 01064 at _____, to furnish the prescribed Performance and Payment bond, in an amount not less than the total Contract price, if price is greater than \$200,000.00 (This may be required at the discretion of the Department); and to furnish evidence of Insurance before he begins work.

The Bidder further agrees not to withdraw this Bid for a period of thirty (30) days after the times set for the opening of Bids.

The Bidder agrees that he will comply with Miami Dade County Aviation Department requirements described in the Contract Documents.

The Bidder agrees that, in case of unit price items if any, the quantities and cost of the work stated in the Schedule of Prices Bid are estimates only and may be increased or decreased as provided in General Conditions.

The Bidder agrees to accept as full compensation for all work required to complete the Contract, the prices set forth in the attached Schedule of Prices Bid.

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT: _____

PROJECT ORDER PROPOSAL

RTQ NO. 01064

COMMUNITY WORKFORCE PROGRAM (CWP)

Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders be residents of a Designated Target Area.

The Bidder shall comply with a _____% Community Workforce Goal for this Project Order as required by the Community Workforce Program provisions, Special Provisions 3.

CWP LIQUIDATED DAMAGES: In the event that at Project Order completion the Contractor has not achieved the established local Workforce Goal, Liquidated Damages of a minimum of \$3,000.00 per position by which the Contractor fails to comply with such goal or the wages that would have been payable for such position had the person(s) been hired for the position as listed on the approved Workforce Plan including all approved revisions to the Workforce Plan, whichever is greater, shall be assessed in accordance with Special Provisions 4, Community Workforce Program.

PROJECT ORDER TIME: Completion of the Work within the Project Order Time is of the essence. The Project Order Time for this Work is _____ calendar days from the effective date established in the Notice To Proceed.

LIQUIDATED DAMAGES: Liquidated Damages at the rate of \$ _____ per day, will be deducted from the Project Order amount for each calendar day of delay due to a Non-Excusable Delay.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be \$ _____ per day for each day the project is delayed up to _____ days due to a Compensable Excusable Delay.

RESPONSIBLE WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16: In the event that no Federal Funds are involved in this Contract, the minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions 3 and that Bidder acknowledges awareness of the penalties for non-compliance with the said requirements.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Initial here _____ only if affirming the Bidder meets the requirements for Local Preference. Failure to affirm this certification at this time may render the Bidder ineligible for Local Preference. **IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.**

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.

Initial here _____ only if affirming the Bidder meets the requirements for the Locally-Headquartered Preference (LHP). Failure to affirm certification at this time may render the Bidder ineligible for the LHP.

The address of the Locally-Headquartered office is: _____

IN ACCORDANCE WITH CFR 200.319(b), LOCALLY-HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

PROJECT ORDER PROPOSAL

RTQ NO. 01064

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

Initial here _____ only if affirming Bidder is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with the bid. **IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.**

COMPENSATION: To accept as full compensation for all Work required to complete the Project Order, the prices named therefore in the following Schedule of Prices Bid:

PROJECT ORDER PROPOSAL**RTQ NO. 01064****SCHEDULE OF PRICES BID**

(Enter here description of bid items, quantities and spaces for entering unit and lump sum prices, unit price item and lump sum item amounts, and total bid amount.) Price includes tax, insurance, and bond (if required).

Total Bid Amount: (Lump Sum) \$ _____

Acknowledgement of Addenda

Addendum No.: _____ Signature: _____ Date: _____

Addendum No.: _____ Signature: _____ Date: _____

Addendum No.: _____ Signature: _____ Date: _____

Bid Signature for Sole Proprietor Partnership

The full names and residence of persons, partners of firms interested in the foregoing Bid, as principals, are as follows:

Bid Signature for Corporation

The officers of the Corporation are as follows:

Name	Address
President: _____	_____
Vice President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

Miami Dade County Certification of Competency/State of Florida Certificate of Certification

Name of Holder	Certificate
----------------	-------------

Post Office Addresses: _____ Bidder: _____

Corporate Name

By: _____
President

State in which Chartered _____ Attest: _____
Secretary

Registry with Florida Secretary of State, if Foreign:

(Corporate Seal)

11/14/18

POP-4

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PROJECT ORDER (PO)

Aviation Department – Civil Environmental Engineering Division
Hazardous Material Removal Contract

THIS PO made and entered into as of the _____ day of _____ 201____, by the and between Miami-Dade County, Florida, by the Director of the Miami-Dade Aviation Department, hereinafter called the County and _____ hereinafter called the Contractor:

WITNESSETH, the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this PO within the time specified, in strict and entire conformity with the Contract, Plans, Technical Specifications, the Project Order Draft and any addenda and the Project Order Proposal which are hereby incorporated into this PO by reference, for;

PROJECT TITLE: Hazardous Material Removal Contract

PROJECT NO: RTQ No.01064

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, its officers, agents or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay the Contractor for the said work, when fully completed, the total sum of _____ consisting of the following accepted items or schedules of work as taken from the Bid Form:

<u>Base Bid</u>	\$ _____
<u>Allowance Accounts</u>	\$ _____
<u>Alternate No. (add) (deduct)</u>	\$ _____
<u>Liquidated Damages</u>	\$ _____
<u>Liquidated Indirect Costs</u>	\$ _____
<u>N.T. P. DATE (NTP)</u>	_____
<u>Time Of Completion</u>	_____
<u>TOTAL PROJECT ORDER AMOUNT</u>	\$ _____
<u>Inspector General</u>	\$ _____

The total PO amount is subject to such additions and deductions as may be provided for in the Hazardous Material Removal Contract. Partial and Final Payments will be made as provided for in the Contract Documents.

PO-1

IN WITNESS WHEREOF, the above parties have caused this PO to be executed by their appropriate officials as of the date first above written.

MIAMI DADE COUNTY, FLORIDA

By:

Pedro F. Hernandez, P.E.,
Assistant Aviation Director
Facilities Development

Budget Code

CONTRACTOR (If Corporation)

(Corporate Name)

By:

President

Attest:

Secretary

(CORPORATE SEAL)

PO-2

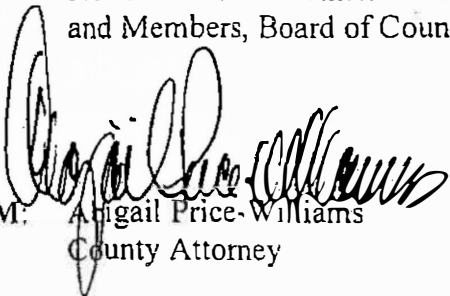


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: April 7, 2020

FROM: 
Angail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(7)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(7)
4-7-20

RESOLUTION NO. R-303-20

RESOLUTION APPROVING FOUR NON-EXCLUSIVE CONTRACTS FOR THE MIAMI-DADE AVIATION DEPARTMENT, HAZARDOUS MATERIAL REMOVAL SERVICES, REQUEST TO QUALIFY RTQ-01064 TO CHEROKEE ENTERPRISES, INC., CROSS ENVIRONMENTAL SERVICES, INC., DECON ENVIRONMENTAL & ENGINEERING, INC., AND MCO ENVIRONMENTAL, INC. FOR A TOTAL AMOUNT NOT TO EXCEED \$15,000,000.00 FOR THE FIVE-YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY TERMINATION PROVISIONS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SOLICIT PRICING, AWARD WORK ORDERS, EXERCISE ALL PROVISIONS OF THE SOLICITATION DOCUMENTS AND ANY RESULTING CONTRACTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERIODICALLY DURING THE TERM OF THE POOL AND RESULTING CONTRACTS, AWARD ADDITIONAL CONTRACTS TO VENDORS WHO MAY AT THE TIME OF SUCH AWARD, MEET THE MINIMUM REQUIREMENTS ESTABLISHED IN THE SOLICITATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that :

Section 1. This Board approves four non-exclusive contracts for Hazardous Material Removal Services, Request to Qualify RTQ-01064 for a non-exclusive "Hazardous Material Removal Services" (the Contract) with Cherokee Enterprises, Inc., Cross Environmental Services, Inc., Decon Environmental & Engineering, Inc., MCO Environmental, Inc. for the Miami-Dade

Aviation Department, in substantially the form attached and made a part hereof, for the five-year term for a total amount not to exceed \$15,000,000.00, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contracts, including any termination contained therein. Copies of the contracts are on file and available upon request from the Internal Services Department, Strategic Procurement Division.

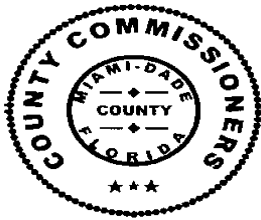
Section 2. This Board authorizes the County Mayor or County Mayor's designee to solicit pricing, award work orders, exercise all provisions of the solicitation documents and any work orders.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to periodically during the term of the pool and resulting contracts, award additional contracts to vendors who may at the time of such award, meet the minimum requirements established in the solicitation. Such awards will not otherwise extend the time period of the contracts or increase the maximum amount payable under these contracts as authorized in this Resolution.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	nay
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of April, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "DM", written over a horizontal line.

David M. Murray