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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 8(F)(1)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving award of Contract No. RFP-01353-IA to MBM Partners, LLC for an Interim Agreement for the rapid mass transit solution for the beach corridor trunk line for the Department of Transportation and Public Works in a total amount not to exceed $14,000,000.00 for an eighteen (18) month term with one six (6) month extension term; authorizing the County Mayor to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contract, including any cancellation, termination, or the six month extension provision; directing the County Mayor to negotiate for an additional station in Miami Beach proximate to the intersection of 5th Street and Washington Avenue; authorizing the County Mayor to amend and negotiate the terms of Contract No. RFP-00152 regarding the exchange of land, and upon completion, make application to the federal transit administration for approval of the same, prior to presenting such item to the Board for final approval; and authorizing the use of Charter County Transportation Surtax Funds for this project which is contained in the original Exhibit 1 of the People's Transportation Plan Section Rapid Transit Improvements

Resolution No. R-1080-20

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Co-Sponsors Commissioner Jose "Pepe" Diaz, Chairwoman Audrey M. Edmonson, Commissioner Sally A. Heyman, Commissioner Barbara J. Jordan, Commissioner Dennis C. Moss and Senator Javier D. Souto.

Abigail Price-Williams
County Attorney

APW/uw

Memorandum

MIAMI-DADE COUNTY

Date: October 20, 2020

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

From: Carlos A. Gimenez
Mayor

Subject: Interim Agreement for Rapid Mass Transit Solution for the Beach Corridor Trunk Line and Utilizing Charter County Transportation Surtax Funds for Such Purpose

Recommendation

At the request of the Board of County Commissioners (Board), this item has been submitted for approval of a competitive contract award, *Contract No. RFP-01353-IA, Interim Agreement for the Rapid Mass Transit Solution for the Beach Corridor Trunk Line,* for the Miami-Dade Department of Transportation and Public Works (DTPW), to MBM Partners, LLC (MBM). The Interim Agreement is the first step to complete the design, build, financing, operation and maintenance of a rapid transit system along the Beach Corridor Trunk Line connecting the Downtown Miami/Overtown area to the South Beach area (the Project). The proposed Project includes the construction and operation of a monorail transit solution (the Solution) that will allow the County to address the critical need for an efficient and reliable mass transportation connection between Downtown Miami and Miami Beach.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the issuance of this recommendation. If CITT has not forwarded a recommendation and 45 days have not elapsed at the time of Board consideration, a withdrawal of this item will be requested.

Scope

The Beach Corridor Trunk Line will be located in Commission Districts 3 and 5, which are represented by Chairwoman Audrey M. Edmonson and Commissioner Eileen Higgins, respectively. However, the scope is countywide in nature.

Fiscal Impact/Funding Source

The potential fiscal impact for the 18-month term is up to $14,000,000. This consists of $8,000,000 for the completion of predevelopment work and up to $6,000,000 for compensation only in the event of an applicable termination. If the Project Agreement is successfully awarded, the County's obligation is only $8,000,000. This Interim Agreement is funded by Charter County Transportation Surtax Funds as included in the Original Exhibit 1 of the People's Transportation Plan Section Rapid Transit Improvements.

Department	Allocation	Funding Source	Contract Manager
Transportation and Public Works	Up to $14,000,000	Charter County Transportation Surtax Funds	Frank Guyamier
Total:	**$14,000,000**		

Track Record/Monitor

Beth Goldsmith, CPPB, of the Internal Services Department is the Chief Negotiator. Dawn M. Soper, Director, P3 and Property Development, is the Project Manager on behalf of the Internal Services Department. Frank Guyamier, P. E., Deputy Director, DTPW, is the Project Manager on behalf of DTPW and serves as the Design Criteria Professional.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation, termination and a six-month extension provision. Further, the County Mayor or County Mayor's designee will have the authority to amend and negotiate the terms of Contract No. RFP-00152 regarding the exchange of land, and upon completion, make application to the FTA for approval of the same, prior to presenting such item to the Board for final approval.

Background

The Beach Corridor Trunk Line is the east-west segment of the Strategic Miami Area Rapid Transit (SMART) Plan that traverses Biscayne Bay, connecting the Central Business District in the City of Miami and the City of Miami Beach. The Project will integrate with other existing and proposed transit services on both sides of Biscayne Bay. Acting as a vital link between two key economic engines, Miami International Airport (MIA) and PortMiami, this SMART Plan corridor will improve conditions in the area, serve anticipated growth and provide transit options for the surrounding entertainment and commercial sectors for local residents and employees traveling across the Bay or connecting from outside the area.

Providing a transit alternative in and out of Miami Beach will help residents and visitors with their travel needs during peak travel times and special events. Numerous County-commissioned studies have identified a need for a mass transit solution along this corridor since as early as 1988 and have identified the MacArthur Causeway as the optimal route to alleviate traffic, improve connectivity and obtain the best possible value. Both the Central Business District and Miami Beach have been subject to rapid population growth that is expected to continue on an upward trajectory, growing 75 percent by 2035, with an expected Countywide increase of 31 percent by 2035.

The County and the areas to be primarily serviced by the Beach Corridor are also undergoing increased growth in business development and tourism. The strain of this growth on the County's transportation system is palpable, particularly on the MacArthur Causeway, which recently received an "F" traffic rating in a report by a City of Miami Beach external consultant. More core transit capacity is needed to maintain mobility, which is essential to sustainable growth. After three years of environmental and engineering evaluation, and incorporating the public's input, the County's Beach Corridor Study team recommended elevated rubber tire technology, such as that provided by the Solution, for the Beach Corridor Trunk Line, which was unanimously adopted as the Locally Preferred Alternative (LPA) by the Miami-Dade Transportation Planning Organization in January 2020. The Project will provide a mode of rapid transit connecting the Central Business District to Miami Beach and integration with other modes of transportation, critical to achieving the overarching goals of the SMART Plan - to connect the County's urban centers, improve mobility, decrease reliance on private vehicles and, as a result, enhance the standard of living for all County residents.

The County received an unsolicited proposal (the USP) from a consortium of firms identified as the Miami Beach Monorail Consortium (the Consortium) on May 2, 2019 to design, build, finance, operate and maintain a monorail system between mainland Miami and Miami Beach along the MacArthur Causeway. The County evaluated the USP in accordance with Section 2-8.2.6 of the County Code and determined that the USP was financially viable and offered a transportation solution that is consistent with the SMART Plan.

On July 10, 2019, under Resolution No. R-761-19, the Board authorized the County Mayor or County Mayor's designee to prepare a competitive solicitation for the same project purpose as the USP. The Board approved advertisement of the RFP under Resolution No. R-905-19 on September 4, 2019, and the RFP was issued September 17, 2019, to obtain proposals to design, build, finance, operate and maintain a rapid transit system along the Beach Corridor Trunk Line connecting the Downtown Miami/Overtown area of the City of Miami to the South Beach area of the City of Miami Beach.

The RFP was issued according to the Board's direction for a period of 180 days to afford ample time for proposers to pursue the opportunity and submit proposals, with proposals due March 17, 2020 and included the County, City of Miami, City of Miami Beach and the Florida Department of Transportation (FDOT) as key stakeholders. The RFP permitted heavy rail, light rail and bus rapid transit solutions as well as alternative technologies that were capable of meeting the technical requirements of the project. From November 2019 through January 2020, technical staff from the County and FDOT reviewed preliminary transit concepts for alternative technologies from four different potential proposers. In addition to potential proposers that offered systems already allowable under the RFP, three potential proposers received authorization from the key stakeholders to propose alternative transit solutions in response to the RFP. A fourth potential proposer did not receive approval of its alternate transit solution as it presented traffic and safety concerns for both the County and FDOT.

On March 17, 2020, one proposal was received from MBM. Prior to the proposal due date, staff was notified by a potential proposer that due to dissolution of their project team late in the process, they would be unable to submit a proposal by the due date. Following the proposal submission deadline, a communication was received from another potential proposer stating that they had opted not to provide a proposal based upon concerns regarding additional time needed to prepare a proposal and a concern related to the disclosure of information. The proposal from MBM was evaluated by the Competitive Selection Committee (CSC), which consisted of County staff as well as representatives from the City of Miami, the City of Miami Beach and FDOT.

At the May 19, 2020 meeting of the BCC, in response to a report requesting direction from the BCC as only one proposal was received, the BCC directed the Administration to evaluate the proposal and if it met the technical and financial requirements, negotiate an agreement for the BCC's approval. The CSC determined that the proposed monorail system from MBM offered a viable Solution to the County from a technology and transit perspective, including an appropriate approach to completing the project successfully. Additionally, the CSC concluded that the proposed MBM Team had the necessary experience, qualifications and financial backing to successfully design, build, finance, operate and maintain the Solution. Further, the proposal met the RFP's requirements regarding compliance with federal regulations pertaining to cyber security, rolling stock restrictions and fair international competition. Also, the Local and Small Business Participation Plan was assessed in accordance with Resolution No. R-905-19. Following the evaluation, the CSC recommended entering into negotiations with MBM to achieve an Interim Agreement.

Agreement Processes for the Project

The proposed Project includes a two-step agreement process between the County and MBM as follows:

1. This Interim Agreement for Board approval under this Resolution through which MBM will perform pre-development activities and have the exclusive right to negotiate with the County for the delivery of the Project. The term of the Interim Agreement is 18 months with one six-month extension period.
2. A final Project Agreement, governing MBM's finance, design, construction, operations and maintenance of the Solution, and the County's obligation to make availability payments over a 30-year period beginning once the Solution is operational (i.e. at substantial completion). The Project Agreement will be presented to the Board for approval prior to the expiration of the Interim Agreement and will include the final terms, conditions and costs of the Project.

Interim Agreement

Under the Interim Agreement, as the terms of the final Project Agreement are developed and negotiated, MBM will conduct predevelopment work, including utilities identification, environmental reviews,

topographical surveys, geotechnical studies, roadway and drainage studies, structural analysis and creation of a basis of design. The negotiated cost to the County for the completion of this predevelopment work is $8,000,000. Additionally, during the term of the Interim Agreement, MBM will complete design and development work specific to the proposed Solution in order to begin construction promptly upon the award of the Project Agreement, which will not be subject to County compensation. Only the predevelopment work that is reusable by the County is subject to compensation. The County will complete payment for this work based upon completion of deliverables and shall own the proprietary rights to such deliverables after payment.

In the event that the County does not enter into the Project Agreement, under certain conditions, a payment would be due to MBM for actual costs and expenses MBM incurred that were not subject to previous compensation by the County. This payment would be equal to the first $4,000,000 of actual, documented expenses, and up to 50 percent of the next $4,000,000 in actual, documented expenses, for a total payment not to exceed $6,000,000. In the event that MBM defaults under the Interim Agreement or fails to deliver the private property for the land exchange, no payment would be due.

The Project includes an exchange of County-owned land located at the Omni Bus Terminal with privately owned property located at NE 13 Street, between N. Bayshore Drive and Herald Plaza. This property will then serve as the location for a Downtown multimodal transit hub, providing access to the Solution, the current Metromover system and a new bus terminal. The privately owned property currently has a higher assessed fair market value than the County-owned property. The County-owned property is currently covered under Lease and Development Agreement No. RFP-00152, approved by the Board under Resolution No. R-429-17. Under the terms of the Interim Agreement, all obligations under Contract No. RFP-00152, including rent obligations, would be transferred to the new property via an amendment to Contract No. RFP-00152. This exchange of land and the associated amendment will be subject to approval by the Federal Transit Administration (FTA) and will be presented to the Board for final approval with the Project Agreement.

The Interim Agreement includes a not-to-exceed cost of $586,500,000 for the complete construction of the Project, including all direct and indirect costs, Solution vehicles, equipment, operation systems and software required to commence public operations. The County will seek to further negotiate these costs, as well as associated availability payments, as part of the negotiation of the Project Agreement.

Additionally, the Interim Agreement includes a provision for the waiver of jury trials in the event of a contract dispute. This is non-standard for the County, and as such, is being disclosed to the Board. As a result of the COVID-19 state of emergency, jury trials are currently suspended, resulting in a backlog of cases. Due to the short term of the Interim Agreement, a delay in addressing a dispute may result in the expiration of the Interim Agreement without finalizing the Project Agreement, and thus a termination payment owed to MBM.

Vendor Recommended for Award

MBM Partners, LLC is a foreign limited liability company established to submit a proposal to the County, and therefore, has no employees to report in the table below.

Pursuant to Resolution No. R-477-18, MBM is identified as non-local. However, MBM consists of several team member companies listed in the table below which have a local presence. During the Interim Agreement, the County will continue to explore opportunities for Small Business Enterprise measures and goals to be implemented during the Project Agreement, unless otherwise restricted by the funding source.

Vendor	Principal Address	Local Address*	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
MBM Partners, LLC	2 S Biscayne Boulevard, Suite 2700 Miami, FL	Same	0 0%	Thierry Deau
Meridiam Infrastructure North America Corporation	605 3 Avenue 28 Floor New York, NY	860 MacArthur Causeway Miami, FL	3 0.9%	Thierry Deau
Jacobs Engineering Group, Inc.	1999 Bryan Street Dallas, TX	3750 NW 87 Avenue Number 750 Miami, FL	152 0.3%	Robert Pragada
Civil & Building North America, Inc	2 South Biscayne Boulevard Number 2000 Miami, FL	Same	52 73.5%	Giuseppe Folco
Aqualand Development Ltd Co.	2520 SW 22 Street Number 2-169 Miami, FL	Same	2 100%	Rafael Armando Garcia-Toledo
Resorts World Miami, LLC	1501 Biscayne Boulevard, Suite 500 Miami, FL	Same	0** 0%	Patricia Lawrence

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.
**Resorts World Miami, LLC is a wholly owned subsidiary of Genting Group, and therefore, has zero employees.

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. Assessments were completed on all identified team members that were included in the proposal from MBM.

The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. Additionally, legal database and internet searches were conducted. Various cases were identified and reviewed. No information reviewed rose to a level that would indicate MBM, or its team members, constitutes a non-responsible vendor.

Additionally, the financial status of Team Members were assessed by an outside financial consultant, IMG Rebel Advisory, Inc. The financial consultant did not identify any findings that would give concern regarding MBM's ability to successfully finance the Solution.

Addendums

Pursuant to Resolution No. R-905-19, the following addendums were issued for RFP No. RFP-01353:

Addendum Number	Content Summary
Addendum No. 1	Provided link to submit alternative technical concept documents to the County.
Addendum No. 2	Provided a call-in phone number for the Preproposal Conference
Addendum No. 3	Provided sign-in sheet for the Preproposal Conference / corrected scrivener's errors

Addendum Number	Content Summary
Addendum No. 4	Provided additional Sign-In Sheet for Preproposal Conference / Contained proposer questions and County responses
Addendum No. 5	Updated RFP schedule
Addendum No. 6	Contained proposer questions and County responses
Addendum No. 7	Contained additional proposer questions and County responses / Added additional technical specifications / Revised Proposer Information Section / Provided additional Information Only Exhibits
Addendum No. 8	Updated RFP Schedule / Provided additional Information Only Exhibits
Addendum No. 9	Updated RFP Schedule
Addendum No. 10	Revised select RFP terms (Definitions and Restrictions on Communications with non-County CSC Members) and technical specifications (Capacity, City of Miami-Beach Hub Specifications, and Maintenance Facility Requirements)
Addendum No. 11	Updated RFP Schedule
Addendum No. 12	Revised select RFP terms (Federal Compliance, Interim Agreement Terms Sheet, Project Agreement Terms Sheet, and Treatment of Confidential Information) and technical specifications (Asset Management Plan and Handback Requirements) / Contained additional proposer questions and County responses
Addendum No. 13	Provided additional Information Only Exhibits
Addendum No. 14	Revised Proposer Information Section (included additional questions for proposers to respond and renumbered)
Addendum No. 15	Contained final proposer question and County response
Addendum No. 16	Provided submission mechanism for Confidential Information

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- There were no Small Business Enterprise Measures applied to the solicitation due to uncertainty regarding potential funding sources which may have restricted the application of such measures. In lieu of measures, a Local and Small Business Participation Plan was evaluated and scored in accordance with Resolution No. R-905-19.
- The Living and Responsible Wage applies to some services under the Interim Agreement.

Jennifer Moon
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams County Attorney

SUBJECT: Amended Agenda Item No.8(F)(1)

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 _____

Amended
Agenda Item No. 8(F)(1)
10-20-20

RESOLUTION NO. **R-1080-20**

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01353-IA TO MBM PARTNERS, LLC FOR AN INTERIM AGREEMENT FOR THE RAPID MASS TRANSIT SOLUTION FOR THE BEACH CORRIDOR TRUNK LINE FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS IN A TOTAL AMOUNT NOT TO EXCEED $14,000,000.00 FOR AN EIGHTEEN (18) MONTH TERM WITH ONE SIX (6) MONTH EXTENSION 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 CANCELLATION, TERMINATION, OR THE SIX MONTH EXTENSION PROVISION; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE FOR AN ADDITIONAL STATION IN MIAMI BEACH PROXIMATE TO THE INTERSECTION OF 5TH STREET AND WASHINGTON AVENUE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND AND NEGOTIATE THE TERMS OF CONTRACT NO. RFP-00152 REGARDING THE EXCHANGE OF LAND, AND UPON COMPLETION, MAKE APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION FOR APPROVAL OF THE SAME, PRIOR TO PRESENTING SUCH ITEM TO THE BOARD FOR FINAL APPROVAL; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH IS CONTAINED IN THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN SECTION RAPID TRANSIT IMPROVEMENTS

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 award of Contract No. RFP-01353-IA to MBM Partners, LLC for an Interim Agreement for the rapid mass transit solution for the beach corridor

trunk line for the Department of Transportation and Public Works, in substantially the form attached and made a part hereof, in a total amount not to exceed $14,000,000.00 for an eighteen (18) month term and one six (6) month extension term.

Section 2. This Board 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 contract, including any cancellation, termination, or the six month extension provision.

Section 3. Pursuant to Section 5.6 of the Interim Agreement, this Board directs the County Mayor or County Mayor's designee to negotiate for an extension of the alignment to accommodate a station in the City of Miami Beach that is proximate to the intersection of 5th Street and Washington Avenue. Any amendments to the Interim Agreement resulting from these negotiations require Board approval.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to amend and negotiate the terms of contract no. RFP-00152 regarding the exchange of land, and upon completion, make application to the federal transit administration for approval of the same, prior to presenting such item to the board for final approval.

Section 5. This Board authorizes the use of Charter County Transportation Surtax Funds for this project which is contained in the original Exhibit 1 of the People's Transportation Plan Section Rapid Transit Improvements.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	**aye**		
Rebeca Sosa, Vice Chairwoman	**nay**		
Esteban L. Bovo, Jr.	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Sally A. Heyman	**aye**
Eileen Higgins	**aye**	Barbara J. Jordan	**aye**
Joe A. Martinez	**aye**	Jean Monestime	**absent**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**nay**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of October, 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.

Eduardo W. Gonzalez

INTERIM AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the Effective Date (as defined herein), by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), and MBM PARTNERS, LLC, a Delaware limited liability company authorized to do business in the State of Florida (the "Concessionaire") (together, the "Parties," and each a "Party").

WITNESSETH

WHEREAS, the County, through its Department of Transportation and Public Works ("DTPW"), serves the mass transit needs of geographical Miami-Dade County; and

WHEREAS, on July 10, 2019, the Board of County Commissioners of the County (the "Board") adopted R-761-19 (the "Resolution") directing a competitive solicitation for the same project purpose as an unsolicited proposal received by the County to design, build, finance, operate and maintain a rapid transit system connecting mainland Miami to Miami Beach; and

WHEREAS, in furtherance of the Resolution, on September 17, 2019, the County published Request for Proposals No. RFP-01353 (together with all addenda thereto, the "RFP") for Proposers to offer competitive Proposals to enter into an Interim Agreement to accomplish the project purpose; and

WHEREAS, Concessionaire, the only Proposer that submitted a Proposal in response to the RFP, was evaluated by the Competitive Selection Committee and recommended to proceed to negotiations to achieve an Interim Agreement; and

WHEREAS, the Parties have successfully negotiated and desire to enter into this Agreement to establish the framework for what the Parties expect to: (a) develop the details of the Project; (b) establish a productive and interactive working relationship between the Parties and other stakeholders; and (c) establish the parameters for the negotiation and Board review and approval of the Project Agreement; and

WHEREAS, Concessionaire is qualified and ready, willing, and able to perform the Services set forth in this Agreement.

NOW THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the Parties agree as follows:

Section 1. The Agreement.

1.1 This Agreement shall be effective as of the Effective Date; *provided* that, to the extent the Effectiveness Condition is not satisfied by the date that is sixty (60) days after the date of this Agreement (as such time period may be extended by the County Mayor or County Mayor's designee for no more than an additional thirty (30) days), this Agreement shall automatically terminate without any further action required, and the Parties shall incur no liabilities hereunder, including with respect to the payment of any Termination Compensation Amount hereunder; *provided* that the terms of Section 14.2 shall apply with respect to any Progress Work

Product that commenced prior to the date of such termination. Prior to the satisfaction of the Effectiveness Condition, the Concessionaire shall only conduct Pre-development Work which is essential to the timely completion of the work with a view to minimizing the costs that the Parties may incur prior to satisfaction of the Effectiveness Condition.

1.2 This Agreement establishes the terms and conditions for the development and negotiation of the Project Agreement to accomplish the Project as contemplated in the RFP. The County also engages the Concessionaire to perform the Pre-Development Work for the Project as set forth in this Agreement, and Concessionaire hereby accepts such engagement subject to the terms and conditions of this Agreement. The Parties agree that the Pre-Development Work to be performed by the Parties as outlined in Exhibits C and D will be carried out to the level of detail so that it will allow the Concessionaire to develop a comprehensive, not to exceed budget for the Project that will include assuming typical risks in a public-private partnership, including those for contamination, geo-technical, and utilities.

1.3 This Agreement incorporates this document, and the following appendices incorporated by reference:

(a) Exhibit A, Definitions;

(b) Exhibit B, Submittal Review and Approval Process;

(c) Exhibit C, Submittals, Payment Schedule, and Scope of Work;

(d) Exhibit D, Pre-Development Work Schedule;

(e) Exhibit E, Key Personnel;

(f) Exhibit F, Requirements for Project Agreement;

(g) Exhibit G, Illustrative Interim Agreement Availability Payment Base Year Adjustment Matrix;

(h) Exhibit H, Access ROW;

(i) Exhibit I, Private ROW;

(j) Exhibit J, Omni Parcel;

(k) Exhibit K, Station Parcel;

(l) Exhibit L, County-Obtained ROW

(m) Exhibit M, Preliminary Project Schedule;

(n) Exhibit N, Not-to-Exceed Project Budget;

(o) Exhibit O, Insurance Requirements;

(p) Exhibit P, Federal Requirements and Provisions

Section 2. Definitions. Capitalized terms shall have the meanings set forth in Exhibit A. Other definitions appear throughout the Agreement.

Section 3. Concessionaire Responsibilities. Concessionaire is the single party contracting with the County. Concessionaire shall be wholly responsible to the County for the performance of any and all responsibilities under this Agreement, and assumes any and all liabilities under this Agreement, notwithstanding Concessionaire's representation of the existence of other team participants and related entities.

Section 4. Independent Contractor. Concessionaire is an independent contractor retained by the County to perform the Pre-Development Work. Concessionaire is not authorized to act as an agent for or to undertake, direct or modify any contracts on behalf of the County. Concessionaire does not have any authority to bind the County to any contract with third parties.

Section 5. Pre-Development Work.

5.1 In furtherance of the Project, Concessionaire shall during the Pre-Development Phase undertake, and proceed diligently to completion, the tasks identified as Pre-Development Work for which Concessionaire is responsible as set forth in Exhibit C in accordance with the deadlines set forth in Exhibit D. The Pre-Development Work is intended to allow the Parties to negotiate and enter into a Project Agreement consistent with the Project described in the RFP and the Concessionaire's Proposal with an allocation of risks to the Concessionaire consistent with industry standards. Concessionaire shall be solely responsible for the procurement, purchase or contracting necessary for the delivery and the County's Acceptance of the Pre-Development Work. The Pre-Development Work shall be performed and completed in accordance with the Pre-Development Submittal Schedule and processes set forth in Exhibits B, C and D. The County's Acceptance of the Pre-Development Work shall be in writing.

5.2 The County shall be authorized to pay Progress Payments to Concessionaire for all goods and services provided by the Concessionaire under the terms of this Agreement up to a maximum authorized amount of Eight Million U.S. Dollars ($8,000,000.00) and, in the event of a termination of this Agreement where the Termination Compensation Amount is payable to Concessionaire, the Termination Compensation Amount to Concessionaire up to a maximum authorized amount of Six Million U.S. Dollars ($6,000,000.00). Any additional County payments or expenditures under this Agreement, including any amount agreed to under Section 5.6, require a written amendment to this Agreement and the express approval of the Board.

5.3 The Parties shall negotiate in good faith with the objective of achieving Commercial Close. Except as may be provided in the Project Agreement, this Agreement shall be superseded and replaced once the Project Agreement is executed.

5.4 All of the services performed by Concessionaire under this Agreement shall be performed in accordance with Good Industry Practices and in accordance with Applicable Law and industry standards. All Submittals shall be prepared so that the Project, when constructed in accordance with such Submittals, is in compliance with all Applicable Law. Construction work in excess of the monetary thresholds set forth in Section 255.05 of the Florida Statutes shall require

the Concessionaire to post a payment and performance bond in satisfaction the requirements of that Section. The reports, studies, drawings and specifications, electronic models and other products and Submittals prepared by Concessionaire under this Agreement must represent a thorough and competent solution for the Project or applicable component or portion thereof and shall reflect all architectural and engineering disciplines applicable. No Submittal shall be deemed completed until Accepted by the County in accordance with the terms hereof.

5.5 The Parties agree to cooperate with each other, and to exercise reasonable efforts to cause their respective contractors to cooperate with each other fairly, reasonably and in good faith in all respects and to identify and coordinate their efforts and interfere as little as possible with each other's activities being undertaken with respect to the Project.

5.6 The County may, at any time, request changes in the scope of services provided by the Concessionaire hereunder, the composition of Concessionaire's other Team Members (as defined in the RFP), or in the scope or requirements of the Project, including extensions of the alignment, the addition of stations or the incorporation of federal requirements or provisions as outlined in Exhibit P or other legal requirements in connection with Project funding sources. In particular, such requests may include the incorporation of a station on Watson Island and the extension of the alignment to accommodate a station in the City of Miami Beach that is proximate to the intersection of 5th Street and Washington Avenue. Such requested changes shall be made by written notice to Concessionaire, and the Parties shall negotiate such changes in good faith. This Agreement shall be modified in writing, as necessary, to account for any changes that may be agreed upon by the Parties. A failure to agree to a change by the Parties shall not entitle either Party to terminate this Agreement under Section 13.2(a) or Section 13.3(a).

Section 6. Project Schedule.

6.1 Attached as Exhibit M is a preliminary schedule for the Project that specifies the proposed start and finish dates for Project activities necessary to achieve the timely completion of the Project (the "Project Schedule").

6.2 Concurrently with each Price Update, the Concessionaire shall provide the County with a written update of the Project Schedule. The Concessionaire shall work diligently to mitigate the impact of expected delays in the Project Schedule as compared to the previously-approved Project Schedule, it being understood that changes contemplated in Section 5.6, as well as the results of Project diligence, the negotiation of the Project Agreement and the completion of other Pre-Development Work may inherently result in changes reflected in an updated Project Schedule, and a delay in the Project Schedule shall not constitute a default by Concessionaire hereunder.

6.3 Each updated Project Schedule shall be subject to review, comment and Acceptance by the County in accordance with the procedures outlined in Exhibit B and delineated in Exhibit C.

Section 7. Key Personnel.

7.1 Concessionaire shall retain, employ and utilize the individuals listed as Key Personnel in Exhibit E until such time as all relevant activities have been completed.

Concessionaire shall not substitute any such individuals, except due to retirement, death, disability, incapacity, or termination of employment, or with the prior consent of the County. The County will not unreasonably withhold, delay or condition such substitution if the proposed substitute possesses equal or greater experience, skill, knowledge and professional expertise in the relevant field.

7.2 Concessionaire shall notify the County in writing of any proposed replacement for any Key Personnel. The County shall have the right to review the qualifications and character of any proposed replacement and to approve or disapprove the same prior to the commencement of any of the work by such replacement individual.

7.3 Concessionaire shall cause each individual filling a Key Personnel position to maintain active any and all required licenses and continuing education requirements and to dedicate the full amount of time necessary for the proper prosecution of the work under this Agreement.

7.4 Concessionaire shall provide the County with phone and cell phone numbers and email addresses for all Key Personnel. Concessionaire shall provide to the County two (2) Key Personnel who the County can contact twenty-four (24) hours per day, seven (7) days per week as required, and who will have access to contact other Key Personnel as necessary.

Section 8. Payment.

8.1 With respect to each Progress Work Product, the Concessionaire shall be entitled to payments (each, a "Progress Payment") as follows:

(a) Within two (2) weeks of the Effective Date, the County shall issue a purchase order in an amount equal to the total Payment Amount listed in Exhibit C. This purchase order does not entitle the Concessionaire to any payment.

(b) Following the County's Acceptance of any Progress Work Product, but not more than once per month, the Concessionaire shall submit a Progress Payment request, and related invoice meeting the requirements of Section 8.1(b), to the County in an amount equal to the "Payment Amount" that corresponds to such Progress Payment on Exhibit C. To the extent applicable, such payment requests shall also include a conditional release of liens.

(c) Within fifteen (15) days following the County's receipt of a payment request, the County shall provide a written notice to the Concessionaire stating that:

(i) the payment request has been approved;

(ii) the payment request and related invoice has been approved in part (or for a lesser amount); or

(iii) the payment request has not been approved;

provided, that the County shall only be entitled to disapprove a payment request to the extent that it has determined that either (A) the County did not Accept the relevant Progress Work Product in

accordance with the terms hereof or (B) the Concessionaire is in violation of any of the conditions of this Agreement for which the law, or this Agreement, authorizes the withholding of payment including violation of worker compensation or bonding conditions, or (C) the Concessionaire has failed to submit an invoice containing the following information:

(1) the name of the Concessionaire, as specified in this Agreement;

(2) the Concessionaire's Federal Identification Number, as stated in the Concessionaire's Vendor Registration with the County and on file with the State of Florida;

(3) the date of the invoice;

(4) a unique invoice number;

(5) the purchase order number issued in accordance with Section 8.1 (a) above.

(6) the contract number of this Agreement (Agreement No. RFP-01353-IA);

(7) the price with respect to the relevant Progress Work Product(s) included in the invoice, as set forth on Exhibit C; and

(8) a description of the relevant Progress Work Product(s) included in the invoice, which will be limited to a recital of the relevant descriptions set forth on Exhibit C.

(d) Subject to Section 8.1(e), upon County approval of a payment request and related invoice, in accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 (4) (b) of the Code of Miami-Dade County, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of an invoice meeting the requirements set forth in Section 8.1(b). All payments due from the County, and not made within the time specified by this Section shall bear interest from thirty (30) days after the County, due date at the rate of one percent (1%) per month on the unpaid balance.

(e) Both the County and the Concessionaire shall have the right to dispute, in good faith, any amount specified in a payment request or invoice submitted pursuant to this Section 7.1. The County will pay the amount of the invoice in question that is not in dispute in accordance with Section 7.1(c) and will be entitled to withhold the balance pending resolution of the dispute. Pursuant to Section 2-8.1.4 (6) of the Code of Miami-Dade County, proceedings to resolve disputes for payment of obligations shall be decided by the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which an invoice meeting the requirements set forth in Section 8.1(b) was received by the County; *provided* that such decision shall be subject to appeal in accordance with the dispute resolution provisions set forth herein. Any amount determined to be due following the final resolution of a dispute hereunder will be paid within thirty (30) days following resolution of the dispute.

8.2 To the extent applicable, within ten (10) days after receipt of a Progress Payment by the Concessionaire, the Concessionaire shall provide an unconditional release of liens with respect to the Pre-Development Work associated with such Progress Payment.

8.3 Upon payment by the County of the full Progress Payment with respect to any Progress Work Product, proprietary ownership and/or title shall be granted to the County for such Progress Work Product, it being understood that Concessionaire shall be entitled to use such Progress Work Product for purposes of performing the Pre-Development Work hereunder.

Section 9. Negotiation of Project Agreement and Availability Payments.

9.1 So long as this Agreement is in effect, the Concessionaire shall have the exclusive right to negotiate the Project Agreement with the County.

9.2 The Project Agreement shall be based upon the Proposal and the RFP, and shall at a minimum adhere to the requirements set forth in the term sheet attached hereto as Exhibit F.

9.3 The Concessionaire agrees that the Availability Payments (as defined in the RFP) to be made by the County to the Concessionaire during the term of the Project Agreement shall be based upon the Availability Payments contained in Concessionaire's Proposal submitted in response to the RFP. During the term of this Agreement, the Concessionaire's proposed Availability Payment can only be adjusted for changes from the conditions outlined in the RFP costs for Design Build Costs, operations, maintenance, life cycle, and financing costs through an update to the then-current financial model, and illustrative projections of such updates are set forth in the Illustrative Interim Agreement Availability Payment Base Year Adjustment Matrix attached hereto as Exhibit G, it being understood that the then-current financial model shall prevail. A not-to-exceed Availability Payment, as well as certain parameters with respect to Design-Build Cost, operations and maintenance costs, financing costs, and equity costs, is set forth on Exhibit N. The Concessionaire shall provide the County with three (3) written Price Updates by the deadlines set forth on Exhibit D. The Concessionaire shall work diligently to reduce the Availability Payment from the amount set forth in Exhibit N, it being understood that changes contemplated in Section 5.6, as well as the results of Project diligence, the negotiation of the Project Agreement and the completion of other Pre-Development Work may inherently result in changes in the Availability Payment. Each Price Update shall be evidenced by appropriate supporting documentation and subject to review, comment and approval by the County in accordance with the procedure outlined in Exhibit B and delineated in Exhibit C.

9.4 Concurrently with each Price Update, Concessionaire shall provide notice to the County of any adjustment or change to the Availability Payment with a written narrative with supporting documents explaining the change in construction, operations, maintenance, life-cycle costs, changes in assumptions, or other conditions causing the change.

9.5 Within five (5) Business Days of the Effective Date, the Concessionaire shall deposit a financial model, which financial model shall be substantially in the form set forth in the Proposal including any updates thereto that have resulted from the negotiation of this Agreement, in an escrow account with a mutually agreed upon third-party escrow agent, and make access to the same available to those individuals designated by the County. Concurrently with each

Price Update, Concessionaire shall submit an update to its financial model for the Project into the third-party escrow account, which financial model shall be substantially in the form set forth in the Proposal with such updates as are necessary to give effect to the relevant Price Update. To the extent Concessionaire wishes to claim a trade secret or other exemption from public disclosure recognized by law with respect to such updated financial model, Concessionaire shall inform the County of the same prior to submission, and shall deposit the updated financial model in the third-party escrow account, separate from the other components of the Price Update and clearly labelled as "Confidential/Exempt from Public Disclosure." Concurrently with each Price Update, the Concessionaire will provide the County a summary of any changes made to the financial model and its inputs, and the rationale for the changes, since the last iteration thereof.

9.6 Except as specifically provided in this Agreement, each Party shall be responsible for and bear its own costs and expenses incurred during and as a result of performing its activities, obligations and negotiations pursuant to this Agreement.

Section 10. Concessionaire Representations and Warranties.

10.1 The Concessionaire hereby represents and warrants to the County that:

(a) The Concessionaire is a legal entity organized and existing under the laws of the State of Delaware, and has the requisite power and all requiredlicenses to carry on its present and proposed activities, and has full power, rightand authority to execute and deliver this Agreement, and to perform each and all of the obligations of the Concessionaire provided for herein. The Concessionaire is duly qualified to do business, and is in good standing, in the State of Florida.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the Concessionaire; each person executing this Agreement on the Concessionaire's behalf has been duly authorized to execute and deliver each such document on the Concessionaire's behalf; and this Agreement has been duly executed and delivered by the Concessionaire.

(c) Neither the execution and delivery by the Concessionaire of this Agreement nor the consummation of the transactions contemplated hereby is in conflict with or has resulted or will result in (i) a default under or a violation of the organizational documents of the Concessionaire or any other material agreements or instruments to which it is a party or which are binding on the Concessionaire or any of its property or assets or (ii) a material default or violation of any Applicable Law.

(d) This Agreement constitutes the legal, valid and binding obligation of the Concessionaire, enforceable against the Concessionaire in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(e) There is no action, suit, proceeding, investigation or litigation pending or served on the Concessionaire or, to the Concessionaire's knowledge, threatened which (i) would reasonably be expected to have a material adverse effect on the ability of the Concessionaire to perform its obligations under this Agreement or (ii) challenges the

Concessionaire's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the Concessionaire's representative executing this Agreement.

Section 11. County Representations and Warranties.

11.1 The County hereby represents and warrants to the Concessionaire that:

(a) The County is a political subdivision of the State of Florida and has the right and authority to execute, deliver and perform each and all of the obligations of the County set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the County; each person executing this Agreement on the County's behalf has been duly authorized to execute and deliver each such document on the County's behalf; and this Agreement has been duly executed and delivered by the County.

(c) Neither the execution and delivery by the County of this Agreement nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in (i) a default under or a violation of the County Code or any other material agreements or instruments to which it is a party or which are binding on the County or any of its property or assets or (ii) a material default or violation of any Applicable Law.

(d) This Agreement constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity including, without limitation, the doctrine of sovereign immunity.

(e) There is no action, suit, proceeding, investigation or litigation pending or served on the County or, to the County's knowledge, threatened which (i) would reasonably be expected to have a material adverse effect on the ability of the County to perform its obligations under this Agreement or (ii) challenges the County's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the County's representative executing this Agreement.

Section 12. Access and Right of Way Acquisition.

12.1 For purposes of performing its obligations under this Agreement only, subject to the terms and conditions of this Agreement, the Parties shall cooperate with each other to cause the relevant Governmental Entity to provide the Concessionaire with the right to enter onto, and engage in the activities contemplated in this Agreement on, the Access ROW. The Concessionaire shall be responsible for providing each relevant Governmental Entity with the information requested by such Governmental Entity with respect to the nature and location of the Concessionaire's activities on the Access ROW; *provided* that, with respect to Pre-Development Work on the Access ROW, the Concessionaire shall be entitled to extend its deadlines hereunder to the extent that (a) with respect to Access ROW owned or controlled by the U.S. Coast Guard, the U.S. Coast Guard fails to provide the requested access within three (3) months of the

Concessionaire's submission of a complete application package thereto; and (b) with respect to Access ROW owned or controlled by any other Governmental Entity, such Governmental Entity fails to provide the requested access within thirty (30) days of the Concessionaire's submission of a complete application package thereto. To the extent that any Governmental Entity that owns or controls Access ROW requires the negotiation and execution of an access agreement on the part of the County, the same shall be the responsibility of the County, the County shall diligently pursue the same, and the Concessionaire shall be entitled to extend its deadlines hereunder in connection with any delay resulting from the negotiation and execution of such access agreement.

12.2 Prior to Commercial Close, the County shall, at its cost and expense, develop a right-of-way acquisition plan (the "ROW Plan") reasonably acceptable to the Concessionaire, to acquire all County-Obtained ROW, including such rights as are necessary for the Concessionaire to design, build, finance, operate and maintain the Project in accordance with the Project Agreement. Within thirty (30) days of the Effective Date, the County shall commence and shall, thereafter, diligently pursue all necessary title searches to identify any property interests that must be obtained by the County to allow Concessionaire to design, build, finance, operate and maintain the Project, and the Concessionaire shall provide the County with such information as is reasonably required from time to time; *provided* that such cooperation obligation shall not require the Concessionaire to accelerate any Pre-Development Work. The County shall provide the Concessionaire with a draft ROW Plan no later than the date that is one hundred twenty (120) days after the Effective Date, and the Parties will thereafter cooperate to finalize the same, taking into account the Concessionaire's reasonable comments thereto. The ROW Plan shall include:

(a) a description of all property interests within the County-Obtained ROW;

(b) any known restrictions and limitations with respect to delivery of possession of those property interests to the Concessionaire for performance of the Project Agreement; *provided* that Concessionaire shall, subject to the terms of the Project Agreement, be responsible for satisfying or comply with all customary conditions of permits, temporary easements and similar land use agreements, including indemnification and insurance, as landowners may require to allow the Concessionaire to perform the Project Agreement to the extent identified in the ROW Plan;

(c) a schedule for the County's delivery to the Concessionaire of access to the County ROW for purposes of performing the Project Agreement;

(d) a process pursuant to which the County shall certify to the Concessionaire that all property interests have been acquired; and

(e) a narrative of any known unique restrictions and issues involving any of the properties within the County-Obtained ROW.

12.3 Notwithstanding Section 12.2, the County shall be required to own the private right-of-way set forth on Exhibit I on or prior to Commercial Close. The County and the Concessionaire shall cooperate to determine the limits of such private right-of-way by the date that is ninety (90) days after the Effective Date.

12.4 Prior to Commercial Close, the Concessionaire shall, at its cost and expense, acquire all Concessionaire-Obtained ROW. The Parties acknowledge that the Concessionaire intends to acquire the Concessionaire-Obtained ROW as follows:

(a) the Concessionaire will cause Station Parcel Owner to subdivide (whether by covenant in lieu of unity of title, platting or otherwise) its existing property so that the Station Parcel receives a recorded, standalone legal description and tax folio number (the "Subdivision");

(b) the Concessionaire will cause the Station Parcel Owner to effectuate a land swap of the Station Parcel for the County-owned Omni Parcel, so that the Station Parcel is owned by the County and the Omni Parcel is owned by the Station Owner (the "Land Swap"); and

(c) the Concessionaire will cause the Station Parcel Owner to grant such other air rights over its private property as are necessary for the design, construction, financing, operation and maintenance of the Project, and such temporary access rights to its private property for staging as are necessary for design and construction of the Project.

12.5 The Land Swap shall, to the extent practicable, proceed simultaneously with the Subdivision. To the extent the Land Swap is completed prior to the Subdivision, the Station Parcel Owner and the County may agree to effectuate the Land Swap subject to finalization of the Subdivision. In addition, the Station Parcel Owner shall always be entitled to condition its approval of the Land Swap on the occurrence of Commercial Close.

12.6 Each Party agrees to reasonably cooperate with the other Party, at the other Party's request and expense, in connection with the acquisition of the County-Obtained ROW and the Concessionaire-Obtained ROW, which cooperation shall including the County making the Omni Parcel available for purposes of the Land Swap. To the extent a Governmental Approval is necessary, each Party will, at the reasonable request of the other Party, (a) execute such documents as can only be executed by such Party; (b) make such applications as required by Applicable Law, either in its own name or jointly with the other Party, as can only be made by such Party or in joint names of the Parties, as the case may be; and (c) attend meetings with appropriately qualified staff and cooperate with approval bodies as reasonably requested by the other Party; in each case within a reasonable period of time of being requested to do so by the other Party.

12.7 To the extent that the County is delayed in obtaining the County-Obtained ROW, or the Concessionaire is delayed in obtaining the Concessionaire-Obtained ROW, due to any delay in obtaining any Governmental Approval, such delayed Party shall be entitled to extend the Term so long as such Party has diligently pursued such Governmental Approval and such delay is beyond the reasonable control of such delayed Party.

Section 13. Term and Termination.

13.1 The term of this Agreement shall commence on the Effective Date and shall expire eighteen (18) months thereafter (the "Initial Term"), unless otherwise extended or terminated earlier as provided in this Agreement (the "Term"). The County may, at its discretion, extend the Term of this Agreement for a period not to exceed six (6) months. Notwithstanding the foregoing, to the extent that the Concessionaire has executed a counterpart of the Project

Agreement during the Term of this Agreement in a form approved by County staff, the Term of this Agreement shall be automatically extended a further period, not to exceed one hundred twenty (120) days, to obtain approval of the Project Agreement by the Board and achieve Commercial Close.

13.2 The County will be entitled to terminate this Agreement by written notice to the Concessionaire upon the occurrence of any of the following events:

(a) Concessionaire fails to perform any of its material obligations hereunder (including its obligation to acquire the Concessionaire-Obtained ROW in accordance with the terms of Section 12) and such failure continues (i) for thirty (30) days after written notice from the County or (ii) if such failure cannot reasonably be cured within thirty (30) days, and provided Concessionaire has commenced to cure within such initial 30-day period and thereafter has diligently pursued same, for such longer period as is reasonably necessary to effect such cure; or

(b) the expiration of the County's thirty (30) days' written notice to the Concessionaire stating that either the Parties have reached an impasse in their negotiation of the Project Agreement or that the County, in its sole discretion, has determined that the Project is not feasible, to the extent the Parties are not able to resolve such impasse or feasibility issue within such 30-day period.

13.3 The Concessionaire will be entitled to terminate this Agreement by written notice to the County upon the occurrence of any of the following events:

(a) County fails to perform any of its material obligations hereunder and such failure continues (i) for thirty (30) days after written notice from the Concessionaire or (ii) if such failure cannot reasonably be cured within thirty (30) days, and provided County has commenced to cure within such initial 30-day period and thereafter has diligently pursued same, for such longer period as is reasonably necessary to effect such cure; or

(b) the expiration of the Concessionaire's thirty (30) days' written notice to the County stating that either the Parties have reached an impasse in their negotiation of the Project Agreement or that the Concessionaire, in its sole discretion, has determined that the Project is not feasible, to the extent the Parties are not able to resolve such impasse or feasibility issue within such 30-day period.

13.4 This Agreement shall automatically terminate upon Commercial Close.

13.5 Concessionaire acknowledges and agrees that neither this Agreement, the approval of any Pre-Development Work by the County, any performance of such work, nor expenditure of any monies thereon shall grant, or shall be deemed to have granted, any rights in Concessionaire to enter into the Project Agreement, and the County's approval of the Project Agreement rests in the sole legislative discretion of the Board. Concessionaire expressly waives any and all claims to direct or indirect damages, including but not limited to any for lost profits or lost opportunity costs related to the Project Agreement or the County's delay or failure to enter into the same, fully acknowledging that the negotiation and execution of the Project Agreement is

in the County's sole discretion; provided, that the same shall not limit Concessionaire's rights in respect of the Termination Compensation Amount to the extent the same is payable hereunder.

13.6 In the event of any termination of this Agreement, Concessionaire shall cooperate in all respects with the County. Such cooperation shall include, but not be limited to, delivery of drawings, specifications and any and all documents and correspondence received from its architects and engineers and the execution of any and all documents necessary to effectuate the proper assignment of any third-party contracts to the County in accordance with the terms hereof, including agreements to accomplish the same and estoppel certificates reflecting the status of any such third-party contracts. All Submittals, supporting documentation relating to Submittals, any draft or other document which upon completion would become a Submittal to the County, and other documents or work product relating to the design or administration of the Pre-Development Work completed or partially completed shall be delivered by Concessionaire to the County in the event of any termination, and the Concessionaire shall grant to the County proprietary ownership of such Pre-Development Work, free of restriction, in accordance with Section 14 below.

13.7 In the event of termination of this Agreement, the County reserves the right to proceed with the design and construction of the Project using any design and construction contracting method available to it. In the event of a termination of this Agreement or expiration of this Agreement prior to Commercial Close, the Concessionaire agrees to hand over plans and specifications and other Project related documentation to the County for use by other contractors or through means other than the Project Agreement, subject to payment of the relevant Progress Payments (with respect to Progress Work Product) or, if applicable, the Termination Compensation Amount (with respect to other Pre-Development Work). However, it is hereby agreed that the design and construction methods provided by the Concessionaire reflect a preliminary design not ready to use for construction. Therefore, upon termination of this Agreement for any cause, should the County decide to use, for the design and construction of the Project, any Submittals, construction method, or any other document produced by the Concessionaire, the County shall satisfy itself with the content of such documents, and the Concessionaire shall not be responsible nor bear any liability for any matter or damage arising from, or in connection with, the use by the County or any other third party of such documents, drawings, construction methods and other Submittals produced by the Concessionaire under this Agreement.

13.8 With respect to any Progress Work Product, Concessionaire agrees that the terms and conditions of its contracts with consultants and other contractors shall:

(a) provide that the consultant or other contractor shall have no right to suspend or demobilize the Progress Work Product unless and until it delivers to the County written notice of the Concessionaire's breach or default, and provide a reasonable opportunity for the County, at its option, to cure such breach or default (it being understood that the County shall in no event incur any liability to such contract in connection with the exercise by the County of such cure rights); and

(b) without cost to the County, permit assignment to the County all of the Concessionaire's rights under such contract with respect to such Progress Work Product, contingent only upon delivery of written request from the County following termination of this

Agreement, allowing the County to assume the benefit of the Concessionaire's rights with liability only for those remaining obligations of the Concessionaire accruing after the date of assumption.

13.9 Promptly upon termination of this Agreement, the Concessionaire shall prepare and deliver to the County a reconciliation of payments and amounts due under any and all contracts which the County elects to assume as contemplated in Section 13.8, and call cooperate with the County as necessary to give effect to the County's rights to assume such contracts.

Section 14. Termination Compensation.

14.1 In the event of termination of this Agreement pursuant to Section 13.2(b) or Section 13.3(a), or the expiration of the Term prior to Commercial Close, the County shall pay to the Concessionaire an amount equal to the Termination Compensation Amount. In the event of any termination of this Agreement or the expiration of the Term prior to Commercial Close, the County shall pay to the Concessionaire any Progress Payments that have become due and payable hereunder. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 (4) (b) of the Code of Miami-Dade County, the time at which payment shall be due from the County under this Section 14.1 shall be forty-five (45) days from receipt of an invoice meeting the requirements set forth in clause (1), (2), (3), (4) and (6) of Section 8.1(b). All payments due from the County, and not made within the time specified by this Section shall bear interest from thirty (30) days after the County, due date at the rate of one percent (1%) per month on the unpaid balance. Upon payment of the amounts described in this Section 14.1, the County will own all proprietary rights to any Pre-Development Work delivered to and Accepted by the County.

14.2 With respect to any Progress Work Product that has commenced and is not completed at the time of termination or expiration of this Agreement, the County shall require the Concessionaire to complete such commenced Progress Work Product, in which case the provisions relating to completion of the same, including the timelines established in Exhibit D and the County's obligation to pay the corresponding Progress Payment, shall survive such termination or expiration.

Section 15. Notice Requirements.

15.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if (i) delivered by Registered or Certified Mail, with return receipt requested; (ii) delivered personally; or (iii) delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(a) **To the County**

Project Manager:
Miami-Dade County, Department of Transportation and Public Works
Attention: Frank Guyamier, Deputy Director

701 NW 1St Court, Suite 1700
Miami, FL 33136
Phone: (786) 469-5441
Email: frank.guyamier@miamidade.gov

and

Contract Manager:
Miami-Dade County, Internal Services Department
Strategic Procurement Division
Attention: Chief Procurement Officer

111 NW 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: uppaln@miamidade.gov

(b) **To Concessionaire**

Attention: Nick Phillips
605 Third Avenue, 36th Floor
New York, NY 10158
Phone: (917) 722-2129
E-mail: n.phillips@meridiam.com

15.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

Section 16. Vendor Registration and Conflict of Interests and Code of Ethics.

16.1 Vendor Registration: Concessionaire shall be a registered vendor with the County Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with the County, Concessionaire 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(i), 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. ***Miami-Dade County Suspected Workers' Compensation Fraud Affidavit*** *(Resolution R-919-18)*
14. ***Subcontracting Practices*** *(Section 2-8.8 of the Code of Miami-Dade County)*
15. ***Subcontractor/Supplier Listing*** *(Section 2-8.1 of the Code of Miami-Dade County)*

16. ***Form W-9 and 147c Letter***
(as required by the Internal Revenue Service)

17. ***FEIN Number or Social Security Number***
In order to establish a file, the Concessionaire*'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* Concessionaire*'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* Concessionaire *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*

18. ***Office of the Inspector General***
(Section 2-1076 of the Code of Miami-Dade County)

19. **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.

20. ***Antitrust Laws***
By acceptance of any contract, the Concessionaire *agrees to comply with all antitrust laws of the United States and the State of Florida.*

16.2 Conflict of Interest and Code of Ethics: 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 the County or any person or agency acting for the 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 the County or any person or agency acting for the 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.

16.3 The Concessionaire represents that:

(a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

(b) There are no undisclosed persons or entities interested with the Concessionaire in this Agreement. This Agreement is entered into by the Concessionaire without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

(i) is interested on behalf of or through the Concessionaire directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

(ii) is an employee, agent, advisor, or consultant to the Concessionaire or, to the best of the Concessionaire's knowledge, any subcontractor or supplier to the Concessionaire.

(c) Neither the Concessionaire nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Concessionaire shall have an interest which is in conflict with the Concessionaire's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Concessionaire provides the County with a written notice, in advance, which

identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

(d) The provisions of this Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

(e) In the event Concessionaire has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Concessionaire shall promptly bring such information to the attention of the Project Manager. Concessionaire shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Concessionaire receives from the Project Manager in regard to remedying the situation.

Section 17. Inspector General.

17.1 Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Concessionaire shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Concessionaire's prices, and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Concessionaire, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Concessionaire in connection with this Agreement. The terms of this Section shall not impose any liability on the County by the Concessionaire or any third party.

17.2 According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total contract amount, which cost shall be included in the total contract amount. The audit cost will be deducted by the County from Progress Payments to the Concessionaire. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to Progress Payments and Termination Compensation Amounts that are made using federal, state and local government-funded grants.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions,

accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records 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 is empowered to analyze the necessity of and reasonableness of proposed change orders to this Agreement. 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, specifications, proposal submittals, activities of the Concessionaire and its officers, agents, employees and lobbyists, and County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Concessionaire from the Inspector General or IPSIG retained by the Inspector General, the Concessionaire shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Concessionaire's possession, custody or control which, in the Inspector General's or IPSIG'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 and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge 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.

Section 18. Compliance With Laws.

18.1 Concessionaire agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

(a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as amended and applicable to this Agreement.

(b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Agreement.

(c) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

(d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."

(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 the 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."

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

(n) To the extent applicable, Section 255.05, Florida Statutes.

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

18.2 The Concessionaire shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Concessionaire for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Concessionaire. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Concessionaire prior to authorizing work and as needed.

18.3 Notwithstanding any other provision of this Agreement, Concessionaire shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Concessionaire, constitute a violation of any law or regulation to which Concessionaire is subject, including but not limited to laws and regulations requiring that Concessionaire conduct its operations in a safe and sound manner.

Section 19. Non-Discrimination.

19.1 During the performance of this Agreement, Concessionaire agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or status as veteran, and on housing related contracts because of the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

19.2 By entering into this Agreement, the Concessionaire attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Concessionaire or any owner, subsidiary or other firm affiliated with or related to the Concessionaire is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Concessionaire submits a false affidavit pursuant to the Resolution or the Concessionaire violates the Act or the Resolution during the term of this Agreement, even if the Concessionaire was not in violation at the time it submitted its affidavit.

Section 20. Public Communications.

20.1 Under no circumstances shall the Concessionaire 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 Concessionaire 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 Concessionaire and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Concessionaire or such parties has been approved or endorsed by the County.

Section 21. Bankruptcy.

21.1 The County reserves the right to terminate this Agreement if, during the term ofany contract the Concessionaire has with the County, the Concessionaire becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of

the property of the Concessionaire under federal bankruptcy law or any state insolvency law. Such termination shall be a termination pursuant to Section 13.2(b).

Section 22. Governing Law.

22.1 This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

22.2 THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY EITHER PARTY AGAINST THE OTHER TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE SUBMITTED FOR TRIAL WITHOUT A JURY.

Section 23. Public Records and Contracts for Services Performed on Behalf of the County .

23.1. The Concessionaire 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 the 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 Concessionaire 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 this Agreement and shall be enforced in accordance with the terms and conditions of this Agreement.

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

Section 24. County's Rights as Sovereign.

24.1 Notwithstanding and prevailing over any contrary provision in this Agreement, it is expressly understood that the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature. The County shall not by virtue of this Agreement be obligated to grant Concessionaire any approvals of applications for building, zoning, planning, improving, equipping, or development under present or future laws and ordinances of whatever nature.

24.2 Any County covenant or obligation that may be contained in this Agreement shall not bind the Board, any zoning appeals board, the Department of Regulatory and Economic Resources of Miami-Dade County or any other County, local, federal or state department, authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the applicable County or other applicable Governmental Entities in the exercise of its police power; and the County shall be released and held harmless by Concessionaire from any liability, responsibility, claims, consequential or other damages, or losses to Concessionaire or to any third parties resulting from denial, withholding, or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever.

Section 25. Indemnification and Insurance.

25.1 Concessionaire shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities (each, a "County Indemnitee") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County Indemnitee 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 Concessionaire or its employees, agents, servants, partners principals or subcontractors, except to the extent such liabilities, losses or damages are caused by the gross negligence, willful misconduct or bad faith of any County Indemnitee. The Concessionaire 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. Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Concessionaire 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.

25.2 The Concessionaire shall comply, or shall cause its subcontractors to comply, with the insurance requirements set forth on Exhibit O.

Compliance with the foregoing requirements shall not relieve Concessionaire of this liability and obligation under this Section or under any other Section in this Agreement.

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

25.4 Concessionaire shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, 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, Concessionaire 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 Term, the County may suspend this Agreement 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 this Agreement for cause, and Concessionaire shall be responsible for all direct and indirect costs associated with such termination.

Section 26. Miscellaneous Provisions.

26.1 The County's obligations under this Agreement to pay the Progress Payments, Termination Compensation Amount and to make any other payments as they become due and owing are contractual commitments of the County and are special and limited obligations of the County, payable solely from Legally Available Non-Ad Valorem Revenues and other legally available revenues. Nothing herein shall be deemed to create a pledge of or lien, legal or equitable, on the Legally Available Non-Ad Valorem Revenues, the ad valorem tax revenues, or any other revenues of the County, or to permit or constitute a mortgage or lien upon any assets owned by the County. The Concessionaire shall not have the right to compel any exercise of the ad valorem taxing power of the County for any purpose, including, without limitation, to make any payment required under this Agreement or to maintain or continue any of the activities of the County which generate user service charges, regulatory fees or any other Legally Available Non-Ad Valorem Revenues.

26.2 The County hereby covenants and agrees to:

(a) include in the County Mayor's proposed annual budget, which the County Mayor shall submit to the Board each calendar year during the Term on or before the date required by the Miami-Dade County Home Rule Amendment and Charter and State law, a request for appropriation of funds (including authorization for the County Mayor or County Mayor's designee to administratively pay such funds as they come due) sufficient to pay the amounts due and owing or scheduled to become due and owing from the County to the Concessionaire during the succeeding fiscal year;

(b) have the County Mayor present to the Board any necessary budget amendments or adjustments for any additional amounts that may become due and owing to the Concessionaire from the County during any fiscal year and that were not contemplated at the time of the adoption of the ensuing fiscal year's budget; and

(c) create and establish an account in which Legally Available Non-Ad Valorem Revenues and other legally available revenues budgeted and appropriated for Progress Payments, payments of Termination Compensation Amount and any other payment obligations under this Agreement will be deposited.

26.3 To the extent the County fails to pay to Concessionaire any amount when due hereunder, such amount shall bear interest at a rate equal to five percent (5%) per annum from the due date until the date the County actually pays such amount to the Concessionaire.

26.4 The obligations of the County under this Agreement will survive any expiration or termination of this Agreement and any failure to appropriate sufficient amounts to pay the amounts due and owing, or scheduled to become due and owing, from the County to the Concessionaire under this Agreement, and such obligations shall not be impaired, reduced or otherwise affected by any such failure.

26.5 If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

26.6 The Concessionaire shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

26.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties or their authorized representatives.

26.8 The Parties agree that the respective obligations of the Concessionaire and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration hereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Concessionaire		Miami-Dade County	
By:		By:	
Name:	Nick Phillips	Name:	Carlos A. Gimenez
Title:	Authorized Representative	Title:	Mayor
Date:	September 17, 2020	Date:	

Written Declaration: Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing and preceding, and state as fact that I am authorized as a representative of MBM PARTNERS, LLC to execute this Agreement.

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency: _____

EXHIBIT A

Definitions

When used in the Agreement, the following terms shall have the meanings set forth below:

"Accept" and "Acceptance", or derivatives thereof, means the written acceptance by the County of the Pre-Development Work in accordance with Exhibit B.

"Access ROW" means the right-of-way marked in orange on the roll plot attached as Exhibit H.

"Agreement" has the meaning set forth in the Preamble.

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive or other requirement having the force of law or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to the Project, the Pre-Development Work or any relevant person, whether taking effect before or after the Effective Date.

"Applicable Percentage" means (a) with respect to the first $4,000,000.00 in Costs and Expenses, one hundred percent (100%), (b) with respect to the second $4,000,000.00 in Costs and Expenses (i.e. from $4,000,000.01 through $8,000,000.00), fifty percent (50%) and (c) with respect to Costs and Expenses in excess of $8,000,000.00, zero percent (0%).

"Board" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday, or a day on which commercial banks in Miami, Florida are authorized or required by applicable law to be closed.

"Commercial Close" means approval of the Project Agreement by the Board and the execution of the Project Agreement by the County.

"Concessionaire" has the meaning set forth in the Preamble.

"Concessionaire-Obtained ROW" means the right-of-way set forth on Exhibit K and any other land rights required to be obtained in accordance with Section 12.4(c).

"Construction Firm" means Civil & Building North America Inc., an affiliate thereof, or a joint venture in which any such entity is a partner, or such other replacement firm as is approved by the County.

"Costs and Expenses" means the Concessionaire's uncompensated documented costs and expenses incurred after the Effective Date and in connection with its performance of its obligations hereunder (including any costs and expenses of the Design Firm, the Construction Firm, the Vehicle Engineer and the Concessionaire's other subcontractors and other Team Members (as

defined in the RFP)).

"County" has the meaning set forth in the Preamble.

"County Indemnitee" has the meaning set forth in Section 25.1.

"County-Obtained ROW" means all public right-of-way necessary for Concessionaire to design, build, finance operate and maintain the Project, as set forth in Exhibit L, including the private right-of-way set forth on Exhibit I, as the limits of each may be modified from time to time in the negotiation of the Project Agreement.

"Design-Build Cost" means the lump-sum, date certain price to be set forth in a design-build contract between Concessionaire and the Construction Firm, which shall be inclusive of all components required for construction of the Solution, including but not limited to, all hard (direct) costs, soft (indirect) costs, Vehicles, equipment, operation systems, and software required to commence public operation, pursuant to which the Construction Firm will design, build and procure vehicles for the Project.

"Design Firm" means Jacobs Engineering Group Inc., an affiliate thereof, or a joint venture in which any such entity is a partner, or such other replacement firm as is approved by the County.

"DTPW" has the meaning set forth in the Recitals.

"Effective Date" means the effective date of the resolution of the Board approving this Agreement.

"Effectiveness Condition" means (a) the execution by the Station Parcel Owner of an agreement between the County and the Station Parcel Owner, in form and substance satisfactory to the County Mayor or County Mayor's designee, with respect to the Land Swap, including the material terms and conditions of any amendment to the lease and development agreement between the County and the Station Parcel Owner that encumbers the Omni Parcel and (b) the transmittal of such agreement from the County to the Federal Transit Administration ("FTA") for the FTA's review and approval; provided that any description of the Station Parcel in such Agreement may be limited to a depiction thereof pending completion of the Subdivision in accordance with the terms hereof. The Parties agree that any amendment to the lease and development agreement encumbering the Omni Parcel shall be limited exclusively to those terms required in order to effectuate the Land Swap, such as legal description and project schedule. All other material terms of the existing agreement (Contract No. RFP-00152) shall remain in effect, including but not limited to the provisions of Article 3 (Rent) of such agreement. The Parties also agree that approval of the Land Swap agreement by the FTA and the Board, and to the extent required, the necessary zoning approvals are conditions precedent to the effectiveness of the Land Swap agreements, it being understood that the same are not required to occur prior to the satisfaction of the Effectiveness Condition.

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced developer, and any person retained by the developer for the performance of the work,

using accepted design and construction standards and criteria normally used on similar projects, and engaged in the same type of undertaking.

"Governmental Approval" means all approvals, permits, permissions, consents, licenses, certificates (including sales tax exemption certificates) and authorizations (whether statutory or otherwise) which are required from time to time in connection with the Project to be issued by any Governmental Entity.

"Governmental Entity" means the government of the United States of America, the State of Florida, the cities and counties within the State of Florida and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the State of Florida or the cities and counties within the State of Florida.

"Force Majeure Event" has the meaning set forth in Exhibit B.

"Initial Term" has the meaning set forth in Section 13.1.

"IPSIG" has the meaning set forth in Section 17.1.

"Land Swap" has the meaning set forth in Section 12.4(b).

"Legally Available Non-Ad Valorem Revenues" means all available revenues and taxes of the County derived from any source whatsoever other than ad valorem taxation on real and personal property and including "operating transfers in" and appropriable fund balances within all governmental, proprietary and fiduciary funds and accounts of the County (as defined by generally accepted accounting principles) over which the Board has full and complete discretion to appropriate the resources therein.

"Omni Parcel" means the property depicted on Exhibit J.

"Party" and "Parties" have the meaning set forth in the Preamble.

"Pre-Development Phase" means the period between the Effective Date and Commercial Close, which shall not occur later than the end of the Term, as the same may be extended pursuant to the terms of this Agreement, unless sooner terminated under the provisions of this Agreement.

"Pre-Development Submittal Schedule" means that schedule of Submittals, with reimbursement amounts subject to the terms and conditions of this Agreement, set forth as Exhibit C and Exhibit D.

"Pre-Development Work" means all the work and services to be provided by the Concessionaire during the Term up to the time of Commercial Close, including but not limited to all the Deliverables in Exhibit C.

"Price Update" means an update to the amounts set forth on Exhibit N, separately identified as

Price Update 1, Price Update 2 and Price Update 3 and delivered by the deadlines set forth in Exhibit D, together with such other information as required to be delivered concurrently with such Price Update under this Agreement.

"Price Update 1" means the first Price Update required to be completed under Exhibit D.

"Price Update 2" means the second Price Update required to be completed under Exhibit D.

"Price Update 3" means the third Price Update required to be completed under Exhibit D, which, once Accepted by the County in accordance with the terms hereof, will be the final price incorporated into the Project Agreement.

"Progress Payment" has the meaning set forth in Section 8.1.

"Progress Work Product(s)" means the tangible deliverable(s) associated with the Pre-Development Work, as set forth on Exhibit C that is designated as a Progress Work Product.

"Project" means and encompasses all tangible and intangible services and work to be provided to the County to design, permit, construct/build, finance, operate and maintain a full turn-key services for a Rapid Mass Transit Solution for the Beach Corridor Trunk Line of the County's SMART Plan, connecting the Downtown/Overtown (Mainland) area and South Beach. For the purposes of this Agreement, the term "Project" encompasses and incorporates all the services and work defined and described in the RFP's defined terms of Project and Solution.

"Project Agreement" means the comprehensive agreement between the County and Concessionaire to complete the Project.

"Project Schedule" has the meaning set forth in Section 6.1.

"Proposal" means the proposal offered by Concessionaire in response to the RFP.

"Related Parties" has the meaning set forth in Exhibit B.

"Resolution" has the meaning set forth in the Recitals.

"RFP" has the meaning set forth in the Recitals.

"ROW Plan" has the meaning set forth in Section 12.2.

"Station Parcel" means the property depicted on Exhibit K.

"Station Parcel Owner" means Resorts World Miami LLC, a Florida limited liability company.

"Steering Committee" has the meaning set forth in Exhibit B.

"Subdivision" has the meaning set forth in Section 12.4(a).

"Submittals" has the meaning set forth in Exhibit B.

"Submittals A" has the meaning set forth in Exhibit B.

"Submittals B" has the meaning set forth in Exhibit B.

"Term" has the meaning set forth in Section 13.1.

"Termination Compensation Amount" means an amount equal to the product of (a) the Applicable Percentage and (b) the Costs and Expenses, which shall not, for the avoidance of doubt, exceed $4,000,000.00 within the first (9) months from the Effective Date and $6,000,000.00 in total.

"Term Month" shall mean each successive one (1)-month period commencing on the Effective Date.

"Vehicle Engineer" means Bombardier Transportation (Holdings) USA Inc., an affiliate thereof, or a joint venture in which any such entity is a partner, or such other replacement firm as is approved by the County.

EXHIBIT B

Submittal Review and Approval Process

The Concessionaire shall provide all Submittals for Pre-Development Work in accordance with Exhibits C and D.

The Concessionaire and the County have agreed to create the following Working Groups with members appointed by each of the Parties to address specific issues of the Pre-Development Work which require further expertise.

Working Groups:

- Legal/Commercial
- Technical, which is divided into the following sub-groups:
    - Systems integration;
    - Guideway design;
    - Constructability and traffic management;
    - Facilities design
    - Environmental/permitting; and
    - Rolling stock and operations and maintenance.

The Parties may agree on creating additional Working Groups (or subgroups) and/or changing the scope of work of any of them. These groups will be coordinated by the steering committee comprised of an equal number of representatives of each of the Parties and proposed by the Parties, acting reasonably (the "Steering Committee").

The Working Groups may work on further defining and agreeing on the content of Submittals A and B. The content of the Submittals will be based on the Technical Provisions, the Proposal and this Agreement.

Types of Submittals: Submittals "A" and "B"

There will be two types of Submittals ("Submittals A" and "Submittals B" , and collectively, the "Submittals"), as identified on this Exhibit B. The following procedures will apply to each of the Submittals.

Procedure for Submittals A:

The Concessionaire shall submit to the County each Submittal by the applicable deadline set forth in Exhibit D. Provided that the Submittal meets the description established in Exhibit C, it will be considered as duly fulfilled.

If the County has justified reasons to consider that the Submittal does not comply with the description included in Exhibit C, the Steering Committee will meet on the next Business Day following the Submittal to resolve the outstanding issues on such submission.

If the Steering Committee is not satisfied with the initial submission, it will state its reasons for

the disapproval and the Submittal will be resubmitted to the Steering Committee addressing such issues. Once resubmitted, the Steering Committee will resolve on its approval or refusal on the next Business Day after the new submission. Unless there are justified reasons for refusing the initial submission, the delays caused by such refusal shall be understood as caused by the County.

While the approval of the Submittal is obtained, the Concessionaire may continue with other Pre-Development Work; provided however that the Concessionaire acknowledges that any additional Pre-Development Work, which may depend on a Submittal which is pending to be approved, may need to be modified, amended, expanded, reworked or redone in part or completely, and that any such revisions are the responsibility and risk of the Concessionaire.

Procedure for Submittals B:

When the Concessionaire has completed and achieved all of the requirements of a Submittal, the Concessionaire shall submit a written request for confirmation by the applicable Working Group (as set forth in Exhibit C) for review and approval, as set forth in this Agreement.

The written request shall include a statement identifying the Submittal that has been completed and shall also include all relevant work product and documentation necessary for verification of completion.

The Working Group will have five (5) Business Days to issue its recommendation to the Steering Committee on the Submittal. If the Working Group does not provide a recommendation for approval within those five (5) Business Days because it finds that any Submittal is not in accordance with Exhibit C or is identified to be outdated, incomplete or contains errors, the Working Group will meet as soon as it notices or considers that such amendment or update is required (but, in any event, no later than on the fifth Business Day since the Submittal was presented) to clarify whether the Submittal needs to be amended and, if so, the elements to be addressed in the amendment.

If no agreement can be reached by the Working Group during such meeting on how to amend or approve the Submittal, the team executives from the County and the Concessionaire will meet on the following Business Day (i.e., the sixth (6^{th}) Business Day since the Submittal was presented) and will make their best efforts to reach an agreement in the maximum period of two (2) Business Days.

If the Working Group recommends the approval of the Submittal, the Steering Committee will have two (2) Business Days to accept or reject the recommendation from the Working Group. If the Steering Committee does not agree with approval of the Submittal, it will meet with the Concessionaire as soon as it notices that it will not agree with the recommendation (but in any event, no later than on the second (2^{nd}) Business Day since it received the Working Group recommendation) to clarify whether the Submittal needs to be amended and, if so, the elements to be addressed in the amendment.

Once a rejected Submittal is resubmitted, the Concessionaire will resubmit the same directly to the Steering Committee, and the Steering Committee will resolve on its approval or refusal on the next Business Day after the new submission. Unless there are justified reasons for refusing the initial

submission, the delays caused by such refusal shall be understood as caused by the County.

While these approvals are obtained, the Concessionaire may continue with other Pre-Development Work; provided however that the Concessionaire acknowledges that any additional Pre-Development Work, which may depend on a Submittal which is pending to be approved, may need to be modified, amended, expanded, reworked or redone in part or completely, and that any such revisions are the responsibility and risk of Concessionaire.

Progress Work Product

To the extent that Submittal constitutes Progress Work Product, the County shall issue its written Acceptance of such Progress Work Product promptly upon approval of such Progress Work Product in accordance with this Exhibit B. To the extent that, after review of a Progress Work Product under this Exhibit B, the County determines that such Progress Work Product is partially complete, the County shall promptly issue a written partial Acceptance with respect to such completed portion of such Progress Work Product.

Extensions of Deadlines

If the Concessionaire is rendered wholly or partly unable to meet any Submittal by the deadline set forth in the Pre-Development Submittal Schedule in Exhibit D because of a Force Majeure Event, delays caused by the County or breach by the County of this Agreement, the Concessionaire's time to meet such deadline shall be extended to the extent such delay impacted its ability to maintain its schedule by the actual number of calendar days the Concessionaire was delayed.

To the extent that such deadlines are extended under this Exhibit, the deadlines set forth in this Agreement will (i) in the case of an act or omission by the County in breach of this Agreement or in the case of a delay caused by the County, be automatically extended by the number of calendar days by which any Submittal affected by the County act or omission was extended pursuant to this Section or (ii) in the case of a Force Majeure Event, be extended by mutual agreement of the Parties, but at least for the number of days of delay caused by such event.

Along with such extension, the Term may also be extended, acting in a reasonable manner, if an act, omission, delay or event caused by the County or a Force Majeure Event results in the Parties being unable to meet the submittal schedule as set forth on Exhibit D. Prior to a Term extension request, pursuant to this paragraph, the Parties will make all reasonable efforts to keep the original Pre-Development Submittal Schedule. Any Term extension will be negotiated in good faith.

Monthly Reports

The Concessionaire shall submit to the Steering Committee written reports no later than the first day of each Term Month, setting forth a description of the status of the Concessionaire's compliance with the Pre-Development Submittal Schedule, in such form as shall be mutually agreed to by the Parties.

Force Majeure Event

"Force Majeure Event" is defined as, with respect to each Party, the occurrence and continuing

impact of an event, act, omission, condition, or circumstance beyond such Party's reasonable control and due to no fault of such Party, or persons for whom such Party is responsible, that prevents or delays such Party from performing any of its obligations pursuant to this Agreement, including (i) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Access ROW or Station Parcel; (ii) any act of riot, insurrection, civil commotion, act of terror or sabotage that causes direct physical damage to the Access ROW or Station Parcel; (iii) nuclear explosion, radioactive or chemical contamination of the Access ROW or Station Parcel; (iv) fire or explosion; (v) earthquake; (vi) hurricane force winds, tornadoes, floods, tsunami, named windstorms or snow or ice storms that are not ordinarily encountered at the Access ROW or Station Parcel; (vii) any event resulting in the declaration of a state of emergency; or (viii) any epidemic or pandemic (other than any impacts of the COVID-19 pandemic that exist as of the date of the Concessionaire signature page to this Agreement). Notwithstanding the foregoing, an event will not constitute a Force Majeure Event under this Agreement if such event is otherwise specifically dealt with in this Agreement or arises by reason of any of the following: (1) the negligence or willful misconduct of such Party or persons for whom such Party is responsible (the "Related Parties"); (2) any act or omission by such Party or the Related Parties in breach of the provisions of this Agreement; (3) any strike, labor dispute or labor protest directed solely at such Party or any Related Party or caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of such Party or any Related Party; (4) market conditions or economic conditions affecting such Party's ability to meet its financial obligations or the availability, supply, or cost of labor, equipment and materials, construction equipment and supplies, or commodities, other than as a result of the events described in clauses (i) through (vii) above; or (5) weather conditions, other than the events described in clauses (vi) and (vii) above.

EXHIBIT C

Submittals, Payment Schedule, and Scope of Work

During the Term, the Concessionaire shall provide all Submittals in accordance to the below and by the deadlines set forth on Exhibit D. The list of Submittals is subject to updates and changes during the Term pursuant to Section 5.6 of the Agreement.

Compensable Pre-Development Work								
#	**Submittal**	**Description**	**Responsible party**	**Type**	**Working Group**	**Milestone Work Product**	**Anticipated Completion Date**	**Payment Amount $8,000,000**
1.1a	Utilities Identification	Preliminary utilities survey analyzing the subsurface conditions at the Project Site as they relate to design and construction.	Concessionaire	A	Environmental /permitting OR Guideway design	Quarterly report about coordination with utility owners (Task 1.1)	Month 3	$12,000
1.1b						Quarterly report about coordination with utility owners (Task 1.1)	Month 6	$12,000
1.1c						Quarterly report about coordination with utility owners (Task 1.1)	Month 9	$12,000
1.2						Underwater Designates 36-inch Water Main (Task 1.2)	Month 7	$34,000
1.3						Utility Surveys – Level B (Task 1.3)	Month 7	$245,000
1.4						Existing utility drawings including the utilities locations for the utility company verifications (Task 1.4)	Month 9	$165,000

1.5						Utility conflict matrix and report (Task 1.5)	Month 9	$140,000
1.6						Conceptual relocation drawings (Task 1.6)	Month 10	$140,000
1.7						Final Electronic copy of the files (Task 1.7)	Month 10	$30,000
2.1a	Environmental Level 2	Site study of Site environmental / contamination status	Concessionaire	A	Environmental /permitting	Preliminary Site Assessment Report (SAR) including findings from testing (Task 2.2)	Month 7	$255,000
2.1b						Final report (SAR) including findings from testing (task 2.2)	Month 9	$30,000
3	Topographic Surveys	Topographic and bathymetric survey supplementing/updating existing maps of the Site	Concessionaire	A	Environmental /permitting OR Guideway design	Complete and certified surveys for City of Miami Site (Task 3)	Month 7	$65,000
3						Complete and certified surveys for City of Miami Beach Site (Task 3)	Month 7	$150,000
3						Complete and certified surveys for Terminal Island (Task 3)	Month 7	$65,000
3						Complete and certified surveys for Watson Island (Task 3)	Month 7	$120,000
3						Complete and certified surveys for MacArthur Causeway Bridge (Task 3)	Month 7	$35,000
3						Complete and certified surveys for MacArthur Causeway Embankment (Task 3)	Month 7	$175,000

4.2	Roadway and Drainage	Preliminary design of roadway works, including roadway, drainage and signings and markings drawings	Concessionaire	A	Guideway Design	Preliminary Roadway Analysis Report (Task 4.2)	Month 10	$230,000
4.3						Preliminary Drainage Analysis Report (Task 4.3)	Month 10	$160,000
4.4						Preliminary Plans (Task 4.4)	Month 10	$200,000
5	Permitting	Progress of coordination with agencies and preparation of permitting documentation for conceptual / preliminary approvals	Concessionaire	A	Environmental /permitting	Provide all design deliverables for MDC's use for permit applications (Task 5)	Month 10	$50,000
6.5	Station and Facilities Structural Analysis	Preliminary station plans for site/civil, structural, and architectural	Concessionaire	A	Facilities design	Preliminary station plans for Miami Station Transit Hub, Miami Beach Stations and Transit Center, and Watson Island Vehicle Storage and Maintenance Facility (VSMF) (Task 6.5)	Month 10	$1,335,000
7.1.4	Geotechnical Investigation Phase 1	Preliminary geotechnical exploration report analyzing the subsurface conditions at the Site as that relate to design and construction.	Concessionaire	A	Guideway Design	Geotechnical Data Report for City of Miami Beach (Task 7.1)	Month 6	$435,000
7.1.3b						Geotechnical Data Report for East Bridge (Task 7.1)	Month 8	$1,270,000
7.1.3a						Geotechnical Data Report for Terminal Island (Task 7.1)	Month 6	$55,000
7.1.2						Geotechnical Data Report for Intercoastal Bridge (Task 7.1)	Month 9	$1050,000

7.1.1						Geotechnical Data Report for City of Miami (Task 7.1)	Month 6	$165,000
7.2						Complete and certified geotechnical report for City of Miami Beach (Task 7.2)	Month 8	$30,000
7.2						Complete and certified geotechnical report for Watson Island and Terminal Island (Task 7.2)	Month 8	$30,000
7.2						Complete and certified geotechnical report for East Bridge (Task 7,2)	Month 10	$30,000
7.2						Complete and certified geotechnical report for MacArthur Causeway Embankment (Task 7.2)	Month 8	$25,000
7.2						Complete and certified geotechnical report for Intercoastal Bridge (Task 7.2)	Month 11	$30,000
7.2						Complete and certified geotechnical report for City of Miami (Task 7.2)	Month 8	$30,000
8.7	Basis of Design	Review of existing design elements to ascertain completeness/standards. Reports to include the following sections: 1-Alignment / Geometric	Concessionaire	A	Guideway Design AND Systems integration	Section 1 Draft Report	Month 6	$155,000
						Section 1 Final Report	Month 8	$17,500
						Section 2 Draft Report	Month 6	$155,000

		Design 2-Guideway Structure 3-Stations (includes site/civil, architectural, structural, landscaping/hardscaping, mechanical, plumbing, electrical, and communications) 4-Traction Power 5-Vehicle Storage and Maintenance 6-Vehicles 7-Sustainability, Resistance, and Climate Change Strategies.			AND Rolling stock and operations and maintenance	Section 2 Final Report	Month 8	$17,500
						Section 3 Draft Report	Month 6	$155,000
						Section 3 Final Report	Month 8	$17,500
						Section 4 Draft Report	Month 6	$155,000
						Section 4 Final Report	Month 8	$17,500
						Section 5 Draft Report	Month 6	$155,000
						Section 5 Final Report	Month 8	$17,500
						Section 6 Draft Report	Month 6	$155,000
						Section 6 Final Report	Month 8	$17,500
						Section 7 Draft Report	Month 6	$140,000
						Section 7 Final Report	Month 8	$15,000

The other Pre-Development Work identified in the table below includes a comprehensive list of Submittals, which will allow the Concessionaire to develop a comprehensive price for the Project, in accordance with Section 1.2, that is not subject to the compensation part of this Agreement.

This list of Submittals shall include all those components of the proposed Solution that are the basis for the Price Updates, and is subject

to updates and changes during the Term. Prior to completion of Submittals B, the Concessionaire shall provide relevant assumptions for each Submittal, and shall continue to provide updated assumptions with each Price Update, to allow the County to review the Submittal as well as the assumptions in order to provide input to address missing or critical information. Submittals related to Price Updates shall include a detail narrative that include all basis of estimate.

Other Pre-Development Work					
Item	**Submittal**	**Primarily Responsible Party**	**Description of Deliverable**	**Type of Submittal (A or B)**	**Working Group**
1.	NEPA[1][2]	County	Completion of NEPA approval process, including issuance of final environmental assessment or environmental impact statement.	N/A	Legal/Commercial and Technical
2.	FDOT Prequalification Documents	Concessionaire	Concessionaire to provide copies of documentation demonstrating compliance with all FDOT Prequalification Requirements based upon agreed upon Project scope.	B	Technical
3.	Negotiation of Project Agreement	Concessionaire	Final form of Project Agreement	B	Legal/Commercial

[1] Note that this is inherently a County-driven process.
[2] To the extent federal financing or funding sources are used for the Project, the federal approvals in respect of the same will be County-driven processes.

Other Pre-Development Work					
Item	**Submittal**	**Primarily Responsible Party**	**Description of Deliverable**	**Type of Submittal (A or B)**	**Working Group**
4.	Development of Draft Maintenance of Traffic (MOT) Plan	Concessionaire	Concessionaire to provide draft MOT Plan, with specific plans to mitigate traffic impacts associated with the Project, for County and Stakeholder review.	B	Legal/Commercial and Technical
5.	Updated Maintenance of Traffic (MOT) Plan	Concessionaire	Concessionaire to provide updated MOT Plan to incorporate County and Stakeholder feedback received to draft MOT Plan.	B	Legal/Commercial and Technical
6.	Project Schedule Update / Pricing Update 1	Concessionaire	First update to Project Schedule and fixed Design Build Costs, operations, maintenance, life-cycle, and financing costs, together with the other information required to be provided concurrently with such update under this Agreement.	B	Legal/Commercial and Technical
7.	Project Schedule Update / Pricing Update 2	Concessionaire	Second update to Project Schedule and fixed Design Build Costs, operations,	B	Legal/Commercial and Technical

Other Pre-Development Work					
Item	**Submittal**	**Primarily Responsible Party**	**Description of Deliverable**	**Type of Submittal (A or B)**	**Working Group**
			maintenance, life-cycle, and financing costs, together with the other information required to be provided concurrently with such update under this Agreement.		
8.	Project Schedule Update / Pricing Update 3	Concessionaire	Final Project Schedule and Design Build Costs, operations, maintenance, life-cycle, and financing costs, together with the other information required to be provided concurrently with such update under this Agreement.	B	Legal/Commercial and Technical
9.	Financing Commitment		Final financial model setting forth the optimal financial solution agreed to between the Concessionaire and the County with respect to the Project.[3] A model audit addressed to lenders confirming that the model	A	Legal/Commercial

[3] Benchmark interest rates and credit spreads to be locked-in with changes in respect of the same to be borne by the County in accordance with the terms of the Project Agreement.

Other Pre-Development Work					
Item	**Submittal**	**Primarily Responsible Party**	**Description of Deliverable**	**Type of Submittal (A or B)**	**Working Group**
			properly reflects the contractual obligations and other stated assumptions and that accounting and taxation calculations are correct. Firm financing commitment from proposed lenders, including their acceptance of the final form Project Agreement, subject only to satisfaction of conditions precedent. The financing commitment shall be for a period of at least 180 days.		
10.	County-Obtained ROW	County	County shall have obtained the County-Obtained ROW in accordance with Section 12.	N/A	Legal/Commercial
11.	Concessionaire-Obtained Row	Concessionaire	Concessionaire shall have obtained the Concessionaire-Obtained ROW in accordance with Section 12.	B	Legal/Commercial

Other Pre-Development Work					
Item	**Submittal**	**Primarily Responsible Party**	**Description of Deliverable**	**Type of Submittal (A or B)**	**Working Group**
12.	Executed Project Agreement	Both Parties	Concessionaire execution of Project Agreement	A	Legal/Commercial

Scope of Work for Compensable Pre-Development Work

The scope of work outlined herein is prepared for compensable services for the Interim Agreement Phase of RFP-01353 for Rapid Mass Transit Solution for the Beach Corridor Trunk Line.

Definitions:

- Concept Plans: Drawings prepared by Concessionaire in response to the RFP.
- Preliminary Plans: Preliminary drawings in conformance with FDOT Design Manual, 2020, Section 301.3 Design-build Submittals, Technical Proposal, will be prepared for each of the impacted roadway locations shown in the Concept Plans, and further described under 4.4 Preliminary Plans in addition to the other required drawings.
- Permit Plans: Drawings prepared by MDC for submittal of permit applications.

1. Utilities Identification

1.1 Utility Coordination Reports

Jacobs will prepare three memorandums issued on a quarterly basis reporting on coordination activities that the Concessionaire is having with the various utility owners. The memorandum shall include correspondence meeting minutes with Utility Agency Owners (UAOs).

1.2 Designate Underwater Utilities

1.2.1 Water Main Designate

An existing 36-inch water main is buried under the bay immediately adjacent to the MacArthur Causeway Bridge, which has a span of approximately 2,050 feet. Industrial Divers Corporation will provide a 3-man survey crew for up to 4 days to designate (Level B) the water main. Work excludes uncovering the water main. This work includes accurate x and y locates of the water main.

1.2.2 Electric Duct Bank Designate

An existing Florida Power and Light (FPL) electrical duct bank is buried under the bay immediately adjacent to the East Bridge, which has a span of approximately 2,000 feet. Industrial Divers Corporation will provide a 3-man survey crew for up to 4 days to designate (Level B) the electrical duct bank. Work excludes uncovering the water main. This work includes accurate x and y locates of the electrical duct bank.

1.2.3 Survey

Morgan & Eklund will survey the buoys placed by Industrial Divers using RTK/GPS systems or compatible equipment. Deliverables will include plan view and XY data.

1.3 Subsurface Utility Engineering (SUE)

Deliverable: Utilities will be drawn on the survey CADD files generated in Task 3.1 - Topographic Surveys and Mapping, consistent with FDOT Survey and Mapping Handbook, 2019 and FDOT CADD Manual, 2020.

1.3.1 Overview

Level B SUE surveys will be performed by Keith and Associates, Inc. (Keith) in the vicinity of the alignment and facilities to determine the horizontal location of utilities as needed to supplement early work performed by MDC. This will include submission of the existing utility plans to utility companies for confirmation.

Keith will follow ASCE Standard 38-02 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" during the field and office operations for this project. The quality levels discussed below are defined within the standard. Keith will provide professional services associated with designation and mapping of existing subsurface utilities. Keith will designate all known utilities within proposed alignment of the Monorail. Gravity systems, service laterals, irrigation or overhead facilities are not included

in this investigation.

The following stations encompass the limits of investigation (stationing corresponds with Concept Plans submitted in response to the RFP):

- 25’ Corridor
  - Station 10+00 to Station 21+00
  - Station 41+00 to Station 48+00
  - Station 63+00 to Station 77+00
  - Station 142+00 to Station 164+00
  - Station 184+00 to Station 190+00

- 60’ Corridor
  - Station 58+00 to Station 63+00

- ROW to ROW
  - Station 14+00 to Station 16+50 (at Herald Plaza Station – to proposed ROW)
  - Station 48+00 to Station 58+00 (due to straddle bents)
  - Station 190+00 to Station 195+50 (Miami Beach Station)

- South Edge of Pavement to Waters Edge
  - Station 77+00 to Station 142+00

Morgan & Eklund, in association with Industrial Divers, will perform Level B designation of the 36” water main located along the southside of MacArthur Causeway Intercoastal Bridge between Miami and Watson Island and FPL duct bank located between Terminal Island and Miami Beach along the south side of the east bridge.

1.3.2 Horizontal Designation and Utility Mapping

Keith will horizontally mark any known underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records that Jacobs will obtain from MDC. Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts.

Based on the Level B SUE investigation, utilities will be drawn on the survey CADD files generated in Task 3.1 - Topographic Surveys and Mapping, consistent with FDOT Survey and Mapping Handbook, 2019 and FDOT CADD Manual, 2020.

1.3.3 Utility Coordination

The purpose of utility coordination is to ensure that all utility negotiations have been completed and arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

Keith will meet with Jacobs' personnel to assure that all necessary coordination will be accomplished in accordance with Jacobs' expectations.

Keith will identify all utilities within project limits/boundaries that may be impacted by the project. Keith will:

- Obtain/update design ticket from One Call Sunshine (811) service
- Review available existing utility permits
- Review available survey data
- Distribute Preliminary Plans. Request utility type, size, location, easements, and compensable interests. Request voltage information for power lines in project area. Distribute to UAOs project schedule.

Keith will review utility marked plans and data individually as they are received for content. Keith will ensure information from the UAO (utility type, material and size) is sent to Jacobs for inclusion in the plans. Keith will forward all requests for utility reimbursement and supporting documentation to Jacobs.

Keith will schedule, notify participants, and conduct a utility meeting with affected UAOs. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans. Keith will to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. Keith will keep minutes of all utility meetings and distribute a copy to all attendees.

Keith will review utility marked up plans, work schedules, and other documents as they are received for content and will share received information with Jacobs.

Keith will provide utility coordination and follow up. This includes follow-up and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc. Keith will ensure the resolution of all known conflicts.

Keith will review utility plans and work schedules for compatibility with construction plans and schedule (if provided) for all UAOs that are impacted by the project.

Keith will complete utility coordination and prepare a package containing a list of contacted UAOs and their responses related to the construction of the project. The package will be submitted to Jacobs.

1.4 Utility Location Plans

Jacobs will prepare existing utility plans to be included with preliminary engineering package provided for distribution to UAO's for review and confirmation of location, per Task - 1.3.3 - Utility Coordination. Existing utilities plan depicts the existing utilities in plan view including the existing topography, and existing annotated utilities,

1.5 Utility Conflict Matrix and Report

Based upon the marked-up utility drawings provided by the UAO's and revised CADD drawings provide by Keith, Jacobs will develop a Utility Impact Assessment based upon the preliminary design of the monorail, accounting for the location of the guideway pier/foundations, station structural layout, VSMF structural layout, associated roadway and/or drainage conflicts, and TPSS.

1.6 Conceptual Utility Relocation Plans

Jacobs will develop conceptual utility relocation plans for each of the public utilities which are identified in the conflict matrix, which would include water, sewer, traffic signals, and other public communications (FDOT ITS, Miami-Dade ITS, City of Miami, City of Miami Beach). Conceptual Utility Relocation plans will depict relocation of public utilities in plan view including existing topographic mapping, existing utilities, and conflicting design elements (foundations, drainage, facilities, etc.), along with the proposed relocations.

1.7 Turnover of Electronic Files

Jacobs will provide MDC with electronic files of the deliverables produced in Tasks 1.2 through 1.6.

2. Environmental Investigation

2.1 Level 2 Environmental Investigation

Deliverable: Site Assessment Report including the results of the assessments described below.

2.1.1 Overview

Per Chapter 20 of the FDOT PD&E Manual and Miami-Dade County Criteria, a Level 2 assessment need to be conducted on medium- and high rated sites identified. The Level II assessment performed by H20 Environmental Services LLC (H20) will further evaluate each medium- and high-rated site to determine impact to construction based on of updated environmental agency file reviews, changes in design, design details, and potential ROW acquisition requirements. This information would be used to aid in further development of approaches to address contamination during design. Site-specific Level II contamination assessment investigations, including soil and/or groundwater assessment, will be performed for areas that have proposed dewatering or subsurface work activities (e.g. pole foundations, drainage features) occurring at, or adjacent to, medium- and high-rated sites.

2.1.2 Regulatory File Review and Design Support

H20 services will include:

- Review plan revisions to further refine potential impacts to construction and changes as necessary to the assessment plans
- Perform regulatory file reviews, develop assessment and sampling plans

2.1.3 Soil Boring and Groundwater Monitoring Well Installation; Sampling and Laboratory Analysis

The CSER recommends that each of the medium and high-rated sites be further evaluated in the context of updated information, changes in design, design details and potential ROW acquisition requirements. Further, a site-specific Level II contamination assessment to include soil and/or groundwater assessment for any areas that have proposed dewatering or subsurface work activities. Based on our preliminary review of the CSER and our local project experience, H20 has assumed that six (6) sites will require site specific field assessment while the remainder requiring only reviews of updated information and regulatory files. The six sites which H20 estimates requiring field activities include sites 1, 2, 3, 4, 7, and the combination of 10, 11 and 12 considered as one site.

In summary, the scope of work for this task includes the following at each of the sites requiring field assessment:

- Mark the proposed boring/temporary monitoring wells location in the field and contact Sunshine State One Call for underground utility clearance.

- Global Positioning Satellite (GPS) coordinates will be collected at each of the proposed boring/temporary monitoring well locations.

- Advance approximately eight (8) soil borings (SBs) to approximately one foot below the water table.

- Soil samples will be collected at each SB location at two-foot intervals to approximately one foot below the water table for screening with the Organic Vapor Analyzer (OVA). Soil borings will be advanced using a stainless-steel hand auger for the first four feet below land surface (BLS), followed by the direct-push unit for the remaining depth.

- Approximately, four (4) soil samples will be collected for laboratory analysis, including: Total Recoverable Petroleum Hydrocarbons (TRPH) by FL-PRO, Volatile Organic Aromatic (VOA) by EPA Method 8260, Polynuclear Aromatic Hydrocarbons (PAH's) by EPA Method 8270, and 8-RCRA Metals.

- Approximately, four (4) temporary monitoring wells (TMWs) will be installed. TMWs will be constructed using 10-feet of one-inch ore-packed screen with five-feet of riser to a total depth of 15-feet BLS. Each TMWs will be developed prior to sampling.

- Groundwater samples will be collected after TMW development, utilizing a peristatic pump. Physical parameters will also be collected during groundwater sampling for stabilization purposes. Upon the completion of groundwater sampling, the TMWs will be removed, backfilled, and the surface restored to existing conditions.

- Approximately, four (4) groundwater samples are to be collected for analysis of TRPH by FL-PRO, VOA by EPA Method 8260, PAH's by EPA Method 8270, and 8-RCRA Metals. In addition, Ammonia and Chlorinated Solvents will be analyzed for samples collected near the Miami Herald site.

- All samples collected for laboratory analyses will be placed in laboratory-supplied containers and delivered to Pace Analytical Services, a state-certified analytical laboratory for analysis.

- Perform as necessary and appropriate additional, second round or expanded soil and groundwater assessment activities necessary to further define contaminant plumes and potential impacts to construction.

2.1.4 Reporting Services

H2O will perform the following reporting support services:

- Provide Site Assessment Report (SAR) summarizing site specific assessment activities performed containing assessment findings and conclusions.

- Provide as required Impact to Construction Reports (ICR's) summarizing assessment findings and defining the construction features that will be potentially impacted due to the presence of contamination.

- Weekly Updates will be provided to Jacobs during non-field work activities. Daily assessment activities will be coordinated with Jacobs and updates will be provided via email during field activities. Reports will be submitted to Jacobs within 30 days of completion of field activities. Data from these reports will be incorporated as appropriate in CONCESSIONAIREmonthly reports and delivered per exhibit C.

3. Surveys and Mapping

Survey and Mapping will be provided by Keith & Associates (Keith), which will be the Surveyor of Record for the project. Bathymetric survey will be provided by Morgan & Eklund and will be incorporated by Keith into the deliverables.

Deliverable: Drawings incorporating survey and hydrographic survey data described below in accordance with FDOT Survey and Mapping Handbook, 2019 and FDOT CADD Manual, 2020.

3.1 Topographic Surveys and Mapping

The following stationing's below encompass the limits of the land survey:

- 100' corridor
  - Station 10+00 to Station 21+00
  - Station 41+00 to Station 73+00
  - Station 142+00 to Station 164+00

- Median Island (edge of pavement) to Waters Edge
  - Station 73+00 to Station 142+00

- East Bound Bridge Deck
  - Station 164+00 to Station 184+00

- ROW to ROW
  - Station 184+00 to Station 195+50

Keith will recover existing horizontal and vertical control points including the original targets set for the existing DTM. The coordinate values will be verified with adjustments and corrections made as needed. Additional control points and targets will be set with all coordinate values established.

The topographic survey will extend approximately 100' south of the existing survey to follow the proposed alignment of the elevated monorail. This includes the use of Terrestrial Mobile LiDAR and traditional ground survey methods. All survey activities are limited to the landward side of Biscayne Bay and Government Cut.

Keith will survey all necessary existing drainage structures at specific sites defined by Jacobs. Structures will be linked showing pipe connections, sizes, and inverts.

Keith will append and update the existing survey (topography & DTM files) as provided by MDC. Existing survey data will be analyzed, updated and corrected as necessary. Keith will compile and merge existing survey data with the hydrographic survey data and survey data collected by Keith, in accordance with FDOT Survey and Mapping Handbook, 2019 and FDOT CADD Manual, 2020.

The Right of Way for SR A1A (MacArthur Causeway) and intersecting side streets and ramps will be depicted. The location of adjoining properties along the proposed corridor will be based on publicly available records. All necessary formal boundary surveys, parcel sketches, legal descriptions, and analysis of title searches or Right of Way maps will be prepared during the Project Agreement Phase.

3.2 Tree Inventory

A tree inventory will be performed to provide information required by both the City of Miami and City of Miami Beach for Tree Permits. This information will be incorporated into tree removal/relocation plans prepared in the subsequent phase. A Certified

Arborist from Keith will visit the project to confirm and evaluate the species, location, size and quality of existing trees on the project site. Keith will develop a Tree Inventory Plan depicting all existing trees on the project site. This plan will indicate species (scientific and common name), size (diameter, height and canopy spread) and condition according to ISA regional information.

3.3 Bathymetric Survey

Bathometric survey will consist of a multi-beam survey along the south side of MacArthur Causeway as follows:

- Bridge over the Intercoastal Waterway: Up to 150' (where required)
- Southern bank of MacArthur Causeway, adjacent to Government Cut, from Watson to Terminal Island: From -5 elevation, out ~ 100' from the toe of slope
- East Bridge over Melody Crossing: Up to 150' (where required)

The survey will utilize Odom MB-1 Swath Bathymetry and RTK/GPS systems or compatible equipment. Deliverables will include plan view, contour map, and XYZ data.

4. Roadway and Drainage

4.1 Overview

The roadway and drainage design proposed as part of the Interim Agreement is primarily required to address impacts to the existing drainage system as discussed below. It is assumed the elevated guideway will not contribute to any additional impervious area, as there is not a provision to collect runoff from the guideway beam. (27-inch width). The location of the project is constrained with little opportunity to provide stormwater management facilities without impacting adjacent property or requiring additional property acquisition. Design shall identify and coordinate the drainage analysis and impacts to affected stakeholders including the maintenance and support facilities and stations along the corridor.

4.1.1 Parrot Jungle Trail

The construction of the VSMF and a future Watson Island station will have a material impact on the existing drainage system. Primarily, the impacts will be related to an increase in impervious area, fill in the existing detention pond, and reduction in time of concentration from roofs and canopy. The preliminary drainage analysis would determine options to mitigate the impacts and determine viable alternatives to meet pre/post discharge and water quality requirements.

4.1.2 5th Street from Bridge to Michigan Street

Similarly to Parrot Jungle, the Miami Beach Station will impact the impervious area and time of concentration. The existing median will provide pedestrian access and the canopy will cover the median. Reconstruction of the roadway to accommodate bus transit center will impact existing landscape areas along the existing sidewalk.

The existing drainage system does not appear to provide detention. The preliminary drainage analysis would determine viable options to meet pre/post discharge and water quality requirements.

4.1.3 Preliminary Roadway Design

Preliminary roadway design, in conformance with FDOT Design Manual, 2020, will performed for each of the impacted roadway locations shown in the Concept Plans, and further described under 4.4 Preliminary Plans. The analysis will include the various controlling design elements, both high-speed and low speed roadways:

- Design Speed
- Lane Width
- Shoulder Width
- Horizontal Curve Radius
- Super Elevation Rate
- Stopping Sight Distance
- Maximum Grade
- Cross Slope
- Vertical Clearance
- Design Variations or Exceptions

Roadway analysis will be documented in the Preliminary Roadway Analysis Report.

4.2 Preliminary Drainage Design

The drainage design will be a critical element for the project, as described in the overview. The preliminary submittal shall contain a Preliminary Drainage Analysis Report documenting the following:

- Determination of water elevations affecting the roadway grade. These include base clearance water elevations and design flood elevations.

- Pond Siting Report
- Information that is essential to proper evaluation of drainage design concepts such as seasonal high ground water, soil types, existing cross drain peak design stages, historical pavement failure, floodplain elevation, present water elevations, and drainage areas.
- Documentation of coordination with the Landscape Architect regarding aesthetics, including the accommodation of existing and proposed trees.

4.3 Preliminary Plans

Preliminary Plans will be prepared during the Interim Agreement Phase in accordance with FDOT Design Manual, 2020, Section 301.3.2. There are four basic areas shown in the Concept Plans that are impacted by the elevated guideway, as described below. The list of deliverables is described in Section 4.4.5.

Concessionaire will coordinate the design, construction phasing, temporary traffic control plans and other design elements through Miami-Dade County with affected Stakeholders along the corridor related to all current and future projects.

4.3.1 I-395 Crossing @ Metromover

The work consists of the design of modifications to the I-395/SR-A1A/MacArthur Causeway median barrier and the eastbound entrance ramp from Biscayne Blvd. to accommodate the construction of the elevated guideway structure. Work includes roadway plan-profile, temporary traffic control plans, and signing and pavement markings and pier locations impacting roadway.

4.3.2 Watson Island – Parrot Jungle Trail

The work consists of the design of modifications to Parrot Jungle Trail from the I-395/SR-A1A/MacArthur Causeway overpass to entrance/exist ramps onto eastbound I-395/SR-A1A/MacArthur Causeway to accommodate the installation of foundations and piers for the elevated guideway structure, and the construction of the VSMF. Work includes roadway plan-profile, drainage, pond modifications, cross sections, intersection layouts (2), roadside barriers (guardrail or barrier wall), curb and gutter, sidewalks, signing and pavement markings, and roadway lighting.

4.3.3 MacArthur Causeway – Watson Island to Terminal Island/East Bridge

The work consists of the design of modifications to the I-395/SR-A1A/MacArthur Causeway to accommodate the construction of the elevated guideway structure from Watson Island to Terminal Island. The work does not impact the travel lanes, but could impact, roadside barriers (guardrail or barrier wall), curb and gutter, sidewalks, intersection layout (3), temporary traffic control plans, signing and pavement markings, , and cross sections that reflect construction of permanent riprap working platform adjacent to the barrier wall/seawall.

4.3.4 Miami Beach – 5th Street from East Bridge to Michigan Street

The work consists of the design of modification to the SR-A1A/MacArthur Causeway/5th Street from end of the East Roadway Bridge to 200-ft beyond Michigan Street intersection. All work shall remain within FDOT Right-of-Way except for private property adjacent to the Icon Property, identified in the response to RFP-01353. The work includes roadway modifications to accommodate the installation of foundations and piers for the elevated guideway structure, Miami Beach Station and Transit Center, and is limited to roadway plan-profile, drainage, cross sections, roadside barriers (guardrail or barrier wall), curb and gutter, sidewalks, intersection layouts (3), temporary traffic control plans, and signing and pavement markings. Roadway design shall incorporate the Miami Beach Transit Center (bus) requirements for infrastructure. Miami Beach Station shall include the ancillary facilities (shelters, security/CCTV, wayfinding, and landscaping).

4.3.5 Flagstone

No work will be performed by the Concessionaire in this area.

4.3.6 Port of Miami Tunnel

No work will be performed by the Concessionaire in this area.

4.3.7 Fischer Island Ferry

No work will be performed by the Concessionaire in this area.

4.3.8 Deliverables

PRELIMINARY ROADWAY DESIGN DELIVERABLE LIST	General	I-395 @ Metromover	Parrot Jungle Trail	MacArthur Causeway	5TH Street
Key Sheet	●				
Signature Sheet	●				
Drainage Map	●				
Typical Section Sheets		●	●	●	●
Project Layout	●				
Project Network Control	●				
Roadway Plan-Profile		●	●	●	●
Intersection Layout/Detail			●	●	●
Cross Section Sheets			●	●	●
Temporary Traffic Control Plans		●	●	●	●
Signing & Pavement Marking Plans		●	●	●	●
Utility (existing utility plans)[1]	●				
Note 1: Described under Section 1.4.					

5. Permitting

Concessionaire will provide Preliminary Plans, and description of envisioned means and methods, to Miami-Dade County to assist in permit application, assessment of impacts and coordination with permitting agencies for the purpose of obtaining the RER Coastal

Construction Permit, SFWMD Conceptual ERP, Coast Guard Bridge permits, and Army Corp of Engineers permits. These Preliminary Plans will be the same deliverables listed in Sections 1,4, 1.6, 4.4.5, 6.5, and 8.7, with accommodations to meet agency submittal/format requirements for inclusion in MDC applications or RIA's.

6. Transit Stations and Vehicle Storage and Maintenance Facility

6.1 Overview

The Concept Design shall be the basis of the preliminary design of the facilities, utilizing the canopy concept. Sections 6.2 through 6.4 provides an overview of the facilities that will be designed and constructed for the Project. Not all of the information reflected in this overview will be depicted in the Preliminary Plans listed in Section 6.5. The Basis of Design Report for the Facilities described in Section 8.5 will cover in its narrative those aspects of the various facilities that are not depicted in the Preliminary Plans.

6.2 Miami Station Multimodal Hub

The Miami Station Multimodal Hub consists of two interconnected station platforms and related infrastructure along with a Bus Transit Center.

6.2.1 Miami Station

The first station is a side platform station providing access to the existing Metromover system with a common mezzanine providing access to the monorail system and Transit Center. The station does not impact the existing guideway other than modifications to the existing Metromover system performed by Bombardier to provide of a new stop.

The second station is a side platform station providing access to the monorail system. The station is three levels, a ground (concourse) level providing access to the Miami Transit Center, an intermediate mezzanine providing access between the two stations, and the station platform. Connections between the levels will be provided by stairs, elevators and escalators.

The facility will include a building holding the TPSS, train control, communications, backup IOC, and station electrical and mechanical systems, etc. Both stations will include Passenger Information Systems, Automated Fare Collection, Fire and Security Systems including CCTV, access control, fire alarm and protection requirements.

The concourse level provides pedestrian access between the Miami Transit Center and stations above. Vehicular access and a pedestrian promenade will be provided at this level to serve future adjacent development.

6.2.2 Bus Transit Center

The Miami Transit Center is adjacent to the proposed Miami Station, located on Resorts World Property, and subject to future development above the facility. The design of the bus transit center shall meet the requirements of the RFP to include the following:

A MetroBus facility that provides a minimum of 12 bus bays (accommodating eight (8) 40-ft and four (4) 60-ft buses) for MetroBus and municipal circulator routes, including necessary pedestrian and vehicular circulation and access, adjacent to Miami Station. Additionally, the Multimodal Hub shall include ancillary facilities:

- Climate-controlled driver's lounge for Department of Transportation Public Works (DTPW) staff (minimum of 240 sf) with private restroom
- Attendant/security booth (minimum of 80 sf)
- Several commercial or concession areas (minimum of 1,400 sf)
- Passenger indoor waiting area (minimum of 2,400 sf) including seating for 36 passengers with trash receptacles, and passenger information. The passenger waiting areas must be enclosed and protected from the elements, a real time passenger information system, wayfinding signage, and a security surveillance system
- Minimum of four (4) ticket vending machines
- Several locations for snack/drink vending for a total of eight (8) standard size vending machines
- Kiss-Ride/Taxi/Ridesharing drop-off location with temporary parking for a minimum of nine (9) vehicles, inclusive of a handicapped accessible space, plus an additional dedicated parking spot for official business (DTPW/police/maintenance), for a total of 10 spaces. Bicycles, scooters, and other micromobility modes shall also be accommodated. The location is planned to be located on Herald Plaza within existing easements/right-of-way.

The design does not include the design of the future development located above the transit center. The proposed canopy design anticipates that it would be replaced at the time of the development. Jacobs shall coordinate with Resorts World Architect/Engineer in the design of the development.

6.3 Miami Beach Station and Transit Center

The Miami Beach Station is a center platform station located in the median of 5th Street between Lenox Avenue and Michigan Avenue. The platform is elevated above the median with vertical circulation consisting of stairs, elevators and escalators. The adjacent curb/sidewalk area on 5th street shall be modified to accommodate the following:

- Four (4) eastbound and four (4) westbound bus bays that accommodate one 40-ft and one 60-ft MetroBus and municipal trolleys. The bays will be curbside and include urban design consistent with the existing 5th Street pedestrian environment and City of Miami Beach aesthetic requirements.

- Kiss-Ride/Taxi/Ridesharing drop-off location shall utilize one bus bay in each direction used for passenger drop off and pick up.

- Sidewalk(s) in this area of 5th street shall be a minimum of 8 feet wide and a covered bus shelter complying with all ADA requirements shall be provided at each bus bay per City of Miami Beach aesthetic requirements. Area beneath elevated any Multimodal Hub/Transit Station shall accommodate bicycles, scooters and other micromobility modes.

- Ancillary Facilities: passenger waiting areas must be covered and preferably enclosed and protected from the elements, and include a real time passenger information system, wayfinding signage, and a security surveillance system.

The station will include Passenger Information Systems, Automated Fare Collection, Fire and Security Systems including CCTV, access control, fire alarm and protection requirements. Roadway modifications to support the required infrastructure will be including in the roadway design task. Ancillary facilities shall be part of the station design.

6.4 Watson Island Vehicle Storage and Maintenance Facility

The VSMF shall be located on Watson Island in the existing FDOT Loop Ramp. The facility is designed as a multi-story structure with administration, operations, and other functions on the ground floor and the vehicle maintenance area on the second floor with an overhead mezzanine for roof access to the vehicle. The design consists of the sliding beam that will provide access/switching to both guideway beams and allow the storage of one train within the facility for major maintenance. Covered storage of the remaining vehicles will typically occur on the guideway along preventive maintenance and inspections.

Functional requirements for the building, including the size and capacity of the various facilities and primary IOC. Building Systems will include required electrical and mechanical systems, fire alarm / protection, and security systems including CCTV and access control.

6.5 Deliverables

Preliminary Plans shall include the following drawings:

Miami Station Transit Hub – Station Structural	**Miami Station Transit Hub – Bus Structural**
General Notes	General Notes
Concourse Foundation Plan A	Bus Platform Foundation Plan A
Concourse Foundation Plan B	Bus Platform Foundation Plan B
Mezzanine Framing Plan A	Bus Platform Foundation Plan C
Mezzanine Framing Plan B	Bus Platform Foundation Plan D
Metro People Mover Platform Framing Plan A	Waiting Enclosure A Framing Plan
Metro People Mover Platform Framing Plan B	Waiting Enclosure B Framing Plan
Beach Corridor Platform Framing Plan A	**Miami Station Transit Hub – Bus Architectural**
Beach Corridor Platform Framing Plan B	Site Plan
Miami Station Transit Hub – Station Architectural	Overall Plan
Site Plan	Bus Platform Plan A
Overall Concourse Plan	Bus Platform Plan B
Overall Mezzanine Level Plan	Bus Platform Plan C
Overall Platform Level Plan	Bus Platform Plan D
Life Safety / Exiting Analysis Plan	Waiting Enclosure A Plan
Overall Roof Plan	Waiting Enclosure B Plan
Concourse Plan A	Canopy Roof Plan A
Concourse Plan B	Canopy Roof Plan B
Concourse Plan C	Canopy Roof Plan C
Mezzanine Level Plan A	Canopy Roof Plan D
Mezzanine Level Plan B	Elevations Sheet 1

Metro People Mover Platform Plan A	Elevations Sheet 2
Metro People Mover Platform Plan B	**Miami Station Transit Hub – Bus Site/Civil**
Beach Corridor Platform Plan A	Base Plans / Survey Coordination
Beach Corridor Platform Plan B	Demolition Plan
People Mover Roof Plan	General Civil Notes
Beach Corridor Roof Plan	Drainage Plan
Elevations Sheet 1	Site Geometry / Roadway A
Elevations Sheet 2	Site Geometry / Roadway B
Miami Station Transit Hub – Station Site/Civil	**Rendering of the Miami Station Transit Hub**
Base Plans / Survey Coordination	
Demolition Plan	
Vehicle Storage and Maintenance Facility – Structural	**Miami Beach Station and Transit Center - Structural**
General Notes	General Notes
Level 1 Foundation Plan A	Concourse Foundation Plan A
Level 1 Foundation Plan B	Concourse Foundation Plan B
Level 2 Framing Plan A	Platform Framing Plan A
Level 2 Framing Plan B	Platform Framing Plan B
Roof Framing Plan A	Canopy Framing Plan
Roof Framing Plan B	**Miami Beach Station and Transit Center - Architectural**
Vehicle Storage and Maintenance Facility - Architectural	Site Plan
Site Plan	Bus Transfer Plan A
Overall Level 1 Plan	Bus Transfer Plan B
Overall Level 2 Plan	Overall Concourse Plan
Overall Roof Plan	Overall Platform Level Plan
Life Safety / Exiting Analysis Plan	Overall Roof Plan
Level 1 Plan A	Life Safety/ Exiting Analysis Plan
Level 1 Plan B	Concourse Plan A
Level 2 Plan A	Concourse Plan B

Level 2 Plan B	Platform Plan A
Roof Plan A	Platform Plan A
Roof Plan B	Roof Plan
Elevations Sheet 1	Elevations Sheet 1
Elevations Sheet 2	Elevations Sheet 2
Vehicle Storage and Maintenance Facility – Site/Civil	Longitudinal Cross Sections
Base Plans / Survey Coord	Transverse Cross Sections
Demolition Plan	Canopy Sections
General Civil Notes	**Miami Beach Station and Transit Center – Site/Civil**
Drainage Plan	Base Plans / Survey Coord
Site Geometry / Roadway Plan A	Demolition Plan
Site Geometry / Roadway Plan B	General Civil Notes
	Drainage Plan
Rendering of the VSMF	Site Geometry
	Rendering of the Miami Beach Station and Transit Center

7. Geotechnical Investigation

The geotechnical investigation consists of two phases. The Phase 1 geotechnical program will provide the information for the design of substructure and foundations for the elevated guideway structure, and the Phase 2 geotechnical program would provide confirmation borings at all remaining pier locations. The Phase 1 geotechnical program will be performed during the Interim Agreement Phase of the project, whereas, the Phase 2 geotechnical program will be performed during the Project Agreement Phase.

7.1 Phase 1 Geotechnical Investigation

Based upon existing geotechnical information collected by the Concessionaire, prior to the RFP, and supplemented by geotechnical information provided by Miami-Dade County, the Concessionaire has developed the following investigation program. GCME shall perform drilling and laboratory analysis, while Langan Engineering and Environmental Services, Inc. (Langan) shall be responsible

for oversight and preparation of the geotechnical data reports for the following locations. Data reports shall include boring logs and laboratory test results.

7.1.1 Miami

Perform three land borings on consisting of:

- 100' SPT Boring at B-200 and B-201
- 100' Boring w/40' Rock Coring at B-202

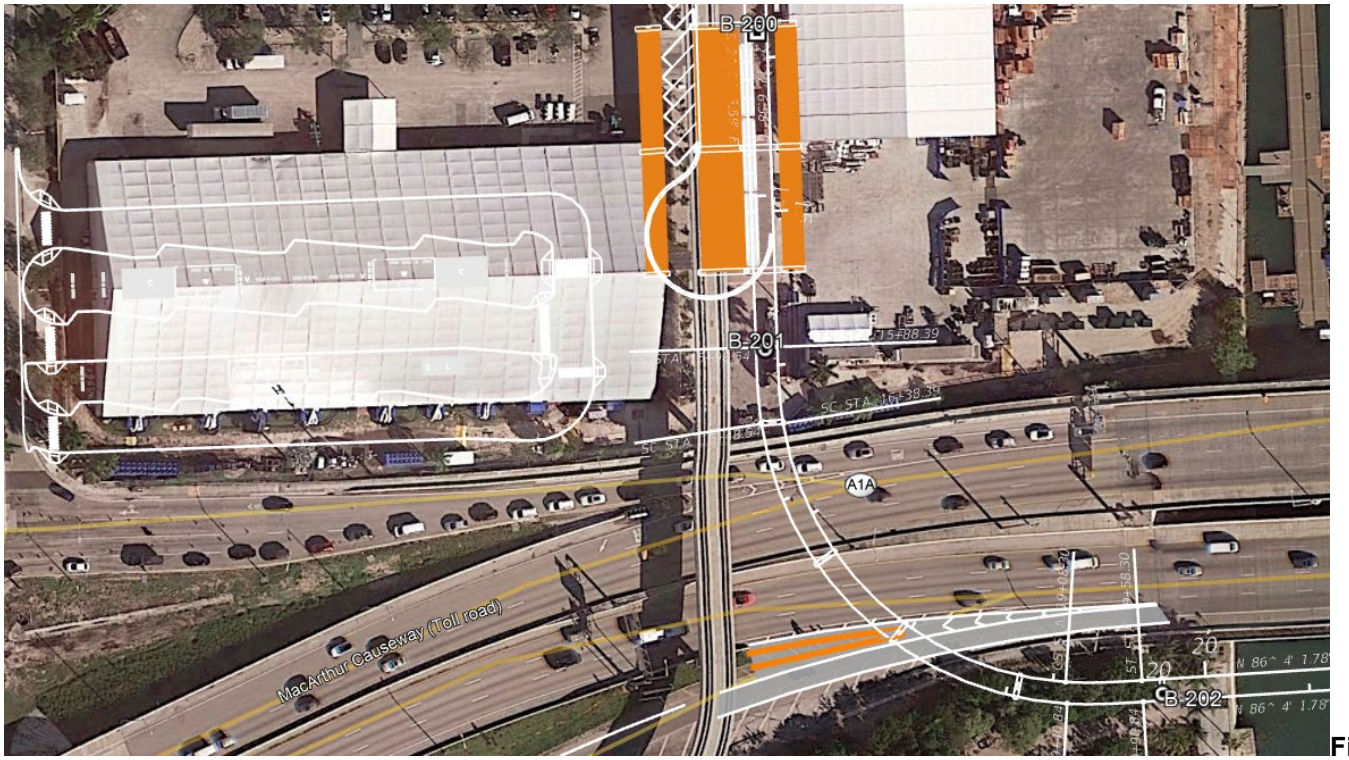


Figure 1 - Miami Phase 1 Borings

7.1.2 Intercoastal Bridge

Perform water borings consisting of:

- 150' Water Boring with up to 80' Rock Coring at every pier location (W-102 to W-114)

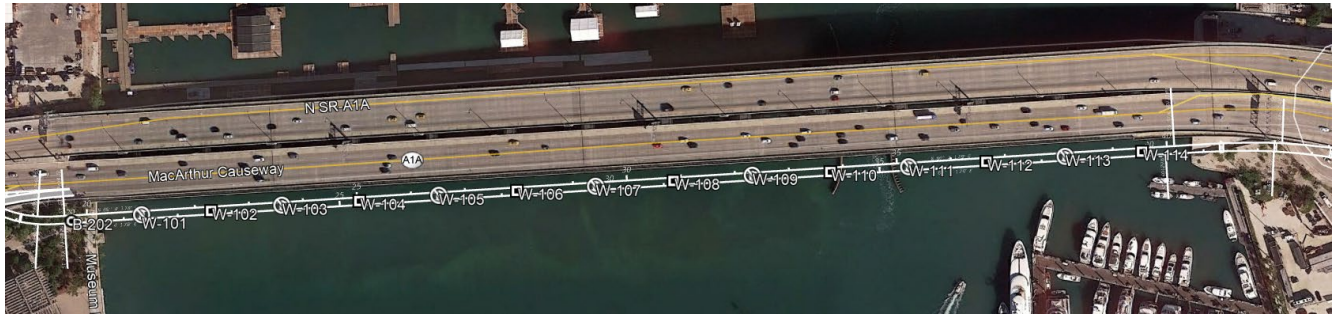


Figure 2 - Intercoastal Bridge Phase 1 Borings

7.1.3 Terminal Island & East Bridge

Perform one land boring on Terminal Island and a water boring at every pier along the East Bridge consisting of:

- 100' Boring with up to 40' Rock Coring at B-234
- 150' Water Boring with up to 80' Rock Coring at every pier location (W-201 to W-217)

Figure 3 - East Bridge Phase 1 Borings

7.1.4 Miami Beach

Perform eight land borings on Miami Beach consisting of:

- Four 100' SPT Borings, even locations
- Four 100’ Borings with up to 40’ Rock Coring, odd locations

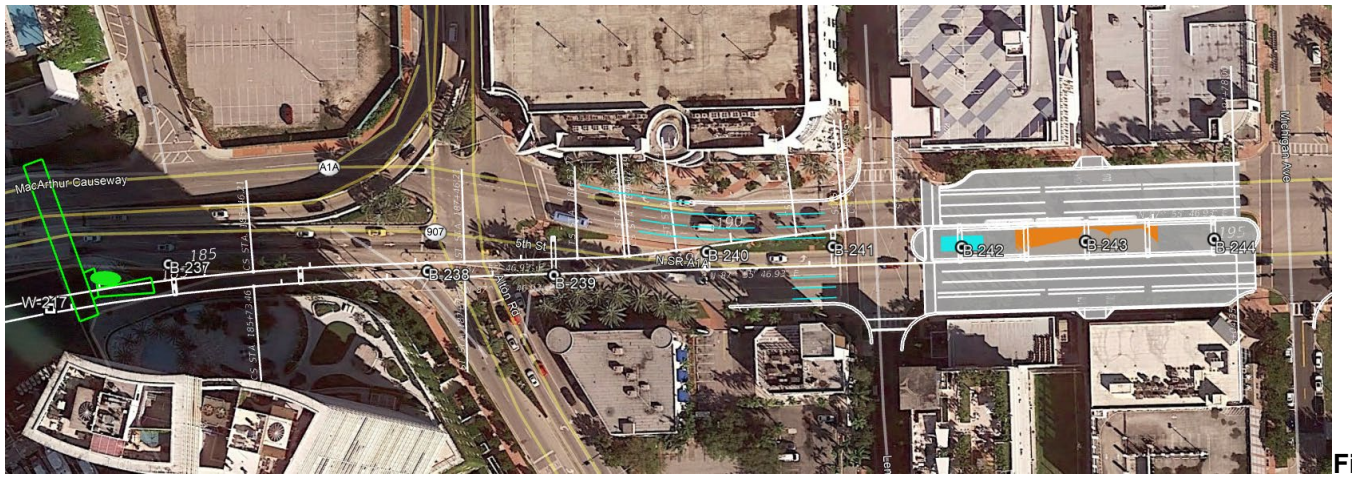


Figure 4 - Miami Beach Phase 1 Borings

7.2 Phase 1 Geotechnical Engineering Report

Langan will review existing geotechnical data previously collected throughout the corridor along with data developed under the Phase 1 Geotechnical Investigation and provide a Geotechnical Engineering Report that includes the following:

1) A description of the proposed project and site conditions.
2) A vicinity map and boring location plan.
3) A description of the field subsurface investigation and laboratory testing program.
4) A Report of Core Borings providing the coordinates, station, offset, and elevation of each boring.
5) A description of the geology and geotechnical conditions along the project alignment.
6) Recommended geotechnical design parameters for the various subsurface layers based on the results of the subsurface investigation, laboratory testing and FDOT/FHWA/AASHTO guidelines or manuals and our local geotechnical/geological experience.
7) Environmental classification of groundwater and/or ground material based on results of corrosion series testing. Classification will be in accordance with local geotechnical design guidelines (i.e., FDOT Soils and Foundation Handbook and Structures Design Guidelines).

8) Recommendations with respect to foundation types, foundation capacities, and foundation depths. Applicable foundations anticipated for this project included driven PSC piles, drilled shafts, and Auger Cast-in-Place (ACP) piles for portions of the project where construction-induced vibration and noise impacts to nearby structures or facilities is of concern. In addition to developing foundation recommendations based on our evaluation of the field data obtained from the geotechnical investigation, we will use the information from full-scale instrumented foundation load tests in our files from the MacArthur Causeway Bridge widening, the Watson Island TBM launch pit, and the I-395 Signature Bridge to optimize our foundation design recommendations.

9) Determination of design side shear resistance for drilled shafts and ACP socketed in limestone, per the requirements of FDOT SFH Appendix A (McVay Method).

10) FB-Deep plotted design curves of soil resistance for selected PSC alternatives. The design curves will present the Davisson capacity, ultimate skin friction and mobilized end bearing versus pile tip elevation for each bridge bent.

11) Recommended geotechnical design parameters for use by the structural engineer in modeling lateral loads on pier foundations using the FB-Pier computer software.

12) Provide estimated settlements associated with the proposed guideway piers and station structures.

13) Provide requirements for geotechnical field tests and foundation load tests to be performed during construction.

14) Provide a discussion of potentially induced vibration from anticipate construction and its effects on adjacent structures and provide suggestions for vibration monitoring during construction.

15) Include all geotechnical services for drainage design including but not limited to percolation tests.

8. Basis of Design

8.1 Overview

The RFP-01353 Exhibit 1: Technical Specifications provided a reference to the Rapid Transit System Extensions Compendium of Design Criteria along with various performance requirements and/or specifications for various elements of the infrastructure and systems. The Compendium of Design Criteria was previously developed based on heavy rail extensions, and while much of the design criteria is applicable to the Miami Beach Monorail project, there are elements which would not apply. The Concessionaire understood that there could be in gaps in the design criteria and proposed an ATC to utilize ASCE 21-13 Automated People Mover Standards, as a design criterion framework for monorail and MetroMover technologies.

Exhibit 1 of the RFP contains the functional requirements for facilities, along with design requirements for elevated guideway, stations and station equipment (elevated guideway), roadway widening/improvements, automated fare collection, fixed guideway solution subsystems, fixed guideway automatic train control, central control room and equipment, communications system, corrosion control and grounding, power distribution and backup power, supervisory control and data acquisition (SCADA), and vehicle requirements (elevated guideway), and safety and security requirements. Additional accommodations included sustainability/resiliency/climate change and aesthetics/art in public places.

The purpose of the Basis of Design is to define the requirements for each of the work elements and confirm the applicability and precedence of performance requirements and design criteria, identify and eliminate discrepancies or differences between different design requirements, and obtain concurrence on any interpretation. The goal is to reduce/eliminate conflicts between the requirements, codes, and criteria as well as address any gaps or missing items or interfaces.

8.2 System-wide Criteria

The Compendium of Design Criteria consists of system-wide and discipline specific criterion. Where applicable to specific design elements, the appropriate system-wide criterion would apply. These include the following:

- Volume 1 Chapter 1 System Safety Criteria
- Volume 1 Chapter 8 System Security Criteria
- Volume 1 Chapter 9 Fire/Life Safety Criteria
- Volume 1 Chapter 3 Traffic Design Criteria
- Volume 6 Graphics and Signage Criteria for MetroRail Stations, Garages and Parking Lots

The design team will review the requirements of the design criteria and performance requirements of Exhibit 1 of the RFP and will determine the applicability of each of requirements to each of the various disciplines. Within System Safety Criteria there are design criterion related to Station Facilities, Guideway Facilities, Passenger Vehicles, Train Control, Communications, Traction Power, Maintenance Facilities, Maintenance Equipment and escalators/elevators.

8.3 Transit Design

Transit design criteria involves two primary elements: alignment and systems. The alignment design criteria are specific to monorail technology with regards to horizontal and vertical geometry and super elevation/cant which is more restrictive than APM. Whereas the Compendium of systems criteria are generally applicable for traction power, train control, SCADA, etc. Volume 7 Chapter 2 Contact Rail and Protective Coverboard and Volume 7 Chapter 5 Passenger Vehicle Design Criterion are specific to heavy rail

technology, and therefore not applicable.

- Volume 3 Chapter 2 Civil and Trackwork
- Volume 7 Chapter 1 Traction Power Equipment Design Criteria
- Volume 7 Chapter 3 Traction Power Installation Hardware Design Criteria
- Volume 7 Chapter 4 Fare Collection Integration Design Criteria
- Volume 7 Chapter 6 Train Control Design Criteria
- Volume 7 Chapter 7 Communications

8.4 Structural Design (Guideway)

Structural design criteria for the elevated guideway will follow the requirements of FDOT Design Manual, including potentially restrictive or conflicting requirements from the following chapters of the Compendium of Design Criteria, or replaced by monorail specific structural requirements.

- Volume 3 Chapter 1 Guideway Architecture Design Criteria
- Volume 3 Chapter 3 Guideway Structural Design Criteria
- Volume 3 Chapter 4 Guideway Electrical Design Criteria

8.5 Facilities Design

There is a need to develop detailed design basis for each of the engineering disciplines involved in design of the facilities (structural, architectural, site/civil, landscaping/hardscaping, electrical, mechanical, plumbing, communications, and systems) and obtain MDC's concurrence. Although it is customary for the detailed design basis to be included in a DB procurement package to ensure that the bidders meet the basic requirements, the RFP does not include this information. The design basis reports could be reused by MDC in case a final agreement is not executed with the Concessionaire.

Facilities design shall be based upon the Compendium of Design Criteria as refined by the performance requirements identified in the RFP-01353 Exhibit 1. Deviations to accommodate either monorail or Metromover requirements will be provided in accordance with ASCE 21-13 APM Standards.

- Volume 3 Chapter 2 Civil and Trackwork
- Volume 2 Chapter 1 Architectural Design Criteria
- Volume 2 Chapter 3 Structural Design Criteria

- Volume 2 Chapter 4 Electrical Design Criteria
- Volume 2 Chapter 5 Mechanical Design Criteria

8.6 Roadway and Drainage Design

Roadway and drainage design criteria will follow the requirements of FDOT Design Manual, 2020 edition, for I-395/SR-A1A/MacArthur Causeway/5th Street based upon the appropriate roadway classification along with Parrot Jungle Trail. However, with respect to the Miami Transit Hub and data collection activities, portions of Volume 3 Chapter 2 Civil and Trackwork would apply.

8.7 Deliverables

A series of technical documents will summarize the various design criterion and functional requirements for each of the various disciplines, systems and subsystems. The technical documents will include the required design basis that likely need to be better defined to allow the development of the construction cost estimate at the conclusion of the Interim Agreement Phase. Examples of project specific issues to be addressed in each technical document are included below.

1. **Geometric Design / Alignment**
    - Example: confirmation of more stringent monorail horizonal and vertical alignment which has direct impact on structural design and span arrangement.
2. **Guideway Structure**
    - Example: confirmation of guideway design criteria alignment between FDOT and DTPW, as well as review requirements, as well as account for technology specific requirements. The monorail beam is a post-tensioned and the substructure involves ship impact loading, therefore the entire superstructure and portions of the substructure will be FDOT Category 2 structures, requiring an independent peer review per FDOT. The document would clarify structural design requirements, technology specific load combinations, and review requirements.
3. **Stations and Transit Centers and System Integration**
    - Examples of station/transit center items:

- Miami Station Multimodal Hub: Confirmation of configuration, layout, and circulation. Confirmation of canopy design and layout.
- Miami Beach Station and Transit Center: Confirmation of station configuration, layout and circulation. Confirmation of canopy design; Confirmation of amenities (simple bus shelter or enhanced stop with climate-controlled waiting areas, if so what capacities).
- Process for incorporation of Art-in-Public places for stations. If these include embellishments or enhancement to aesthetic requirements for guideway structure or facility design, then early identification would be required (i.e. a different type of canopy, special column forms, alternative structural systems, etc.). If they are finish or accessories (i.e. tile, mural, special fencing, pavement treatments, glass etching or stand-alone art pieces,) then they can be incorporated during the project agreement.
- Integration of new station to Metromover system including wayside communications, interface with passenger information, integration into the existing IOC, updated graphics/system maps, define how security, access control, CCTV will function (tied to MDC IOC, tied to MBM IOC, or both).
- Monorail or APM: define wayside communications and train control which are technology dependent, along with traction power and locations of TPSS, which are less dependent upon technology.
- Stations: Passenger Information interfaces with MDC (sharing and publishing data), including types of data visual displays/touch screens, ADA compliant audible announcement system, route map signage, Multi-Zone audible announcement system.
- Stations: Fare Collection integration with MDC (gates and TVM's for monorail, future requirements for Metromover), means of connectivity to MDC back office.
- Transit Center: Passenger Information requirements (static route map, or NextBus type dynamic display, etc.)
- Systemwide Communications: fiber optic backbone to support communications between the various systems (CCTV, fire alarm, access control, SCADA, etc.).
- Corrosion control / grounding / EMI requirements.

- Operations Control Center: requirements for a secondary/backup IOC. If required, location, data sharing back to MDC. Locate a backup IOC within MDC IOC?

4. **Traction Power Substations**

   - Example: determine size and location/spacing requirements, maintenance access/egress, etc.

5. **Vehicle Storage and Maintenance Facility**

   - Example: confirm building programming, functional and equipment requirements. Building supports either APM or monorail technology and fleet requirements.

6. **Vehicles (specific to monorail technology)**

   - Defining criteria for monorail vehicle based on ASCE 12-13 APM Standards.

7. **Sustainability, Resiliency, and Climate Change Strategies**

   - Determine requirements for guideway, facilities and other infrastructure elements to address climate change (particularly with respect to sea level rise).

   - Develop concepts for sustainability through LEED certification of facilities and infrastructure, along with strategies for operations and maintenance (life-cycle).

   - Identify strategies that enhance the resiliency of the transit system and ancillary facilities.

EXHIBIT D

Pre-Development Submittal Schedule

Attached.

EXHIBIT E

Key Personnel

1. Nicolas Phillips

EXHIBIT F

Requirements for Project Agreement

1.	Scope	Concessionaire to design, permit, construct/build, finance, operate and maintain a Rapid Mass Transit Solution on the Beach Corridor Trunk Line of the County's SMART Plan that is intended to connect the Downtown/Overtown (Mainland) area to the South Miami Beach area in exchange for County availability payments beginning at Substantial Completion.
2.	Financing	Concessionaire to provide financing to include the costs of design, construction, operations and long-term maintenance of the Solution. Concessionaire shall finance the Solution from construction, during operations and to the end of the term of the Project Agreement.
3.	Availability Payments and Deductions	Concessionaire shall be entitled to begin to receive availability payments from the County. Availability payments shall include a fixed reimbursable for the cost of design and construction, and the costs of financing the Project. Availability payments shall also include an indexed amount to pay the costs of operating and maintaining the Rapid Mass Transit Solution on the Beach Corridor Trunk Line during the term of the Project Agreement. Availability payments shall be subject to deductions due to the Concessionaire's quality and service failures and availability failures. The amount of the deductions to be specified in the Technical Provisions of the Project Agreement.
4.	Availability Payment Period	Availability payments will commence on Substantial Completion and end on the expiration of the Project Agreement, whereupon the County will have no further payment obligations to the Concessionaire.
5.	Project Agreement Term	Subject to the County's termination rights should the Concessionaire fail to achieve Substantial Completion on the date agreed to by the Parties, the Project Agreement Term shall expire thirty years after Substantial Completion.
6.	Design	The County will have design approval rights at various design completion stages to be specified in the Project Agreement.
7.	Farebox Revenues	Concessionaire may keep fares and ride fees. Concessionaire is entitled to charge one-way fares to those riders that are not weekly or monthly EASY Card Passholders. Concessionaire shall not collect fares or ride fees of any kind from weekly or monthly EASY Card Passholders. Concessionaire shall not be entitled to any ridership guarantee from the County.
8.	Ancillary Revenues	Concessionaire entitled to revenues from ancillary sources such as food and beverages sales, other retail sales, naming rights and advertising. Concessionaire shall not be entitled to the following forms of revenue: utilities, cell phone towers, dark fiber or certain real property interests on public property. The specific delineation of Concessionaire's right to ancillary revenues to be negotiated in Project Agreement.

9.	Permitting	Concessionaire will be responsible for obtaining all governmental land use, zoning, building and other permits required to construct and operate the Rapid Mass Transit Solution on the Beach Corridor Trunk Line.
10.	Utilities	Concessionaire will be responsible for providing or arranging for all utilities required for the development and operation of the Rapid Mass Transit Solution on the Beach Corridor Trunk Line.
11.	Construction	Construction shall be accomplished in accordance with all applicable State and County requirements for construction.
12.	Payment and Performance Bond	Concessionaire shall bond the total cost of construction through a payment and performance bond(s), alternative form of security or combination of one or more such instruments, in the construction phase of the Project, all in accordance with the requirements of Section 255.05 of the Florida Statutes.
13.	Social and Economic Programs	Unless prohibited by the funding source or federal or Florida law, Concessionaire shall comply with all County requirements for construction, as applicable, including: • Responsible Wages (Section 2-11.16 of the County Code and Implementing Order 3- 24) • First Source Hiring Referral Program (Section 2-2113 of the County Code) • Art in Public Places Program (Section 2-11.15 of the County Code) • First Source Hiring Referral Program (Section 2-2113 of the County Code) • Residents First Training and Employment Program (Section 2-11.17 of the County Code) • Community Workforce Program (Section 2-1701 of the County Code) • Employ Miami-Dade Program (Administrative Order 3-63) • Living Wages (Section 2-8.9 of the County Code).
14.	Step-in Rights	The County will have temporary and permanent step-in rights in the event of default. Concessionaire's agreements shall provide for assignment to the County as necessary to implement the County's step-in rights.
15.	Indemnification	The Project Agreement will provide for comprehensive indemnification of the County from Concessionaire protecting the County from any act relating to or resulting from the performance of the Project Agreement by the Concessionaire or its Team Members, employees, agents, servants, partners, principals or subcontractors. This indemnification shall be in addition to any other insurance or other protection required by the Project Agreement.
16.	Insurance	Concessionaire shall provide to the County Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements of the Project Agreement.
17.	Inspector General Reviews	According to Section 2-1076 of the County Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit shall be one quarter of one percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from payments to the Concessionaire, as applicable.

18.	Ownership / Change in Control	Section 2-8.1 of the County Code requires disclosure of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the Project Agreement, subject to the provisions and limitations therein. The Project Agreement will set forth limitations to, and the process for, transfer in interest or change of ownership.
19.	Owner Initiated Changes	The Project Agreement will set forth the process for owner initiated changes.
20.	Project Agreement Assignment	Concessionaire shall not assign, transfer, convey or otherwise dispose of the Project Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.
21.	Lifecycle Maintenance and Handback	The Rapid Mass Transit Solution on the Beach Corridor Trunk Line shall be maintained to the level of operation in the Project Agreement's Technical Provisions including all lifecycle maintenance, repairs and capital replacement. Concessionaire shall turn over the operations and maintenance Rapid Mass Transit Solution on the Beach Corridor Trunk Line to the County at the end of the Project Agreement in the condition specified by the Project Agreement.
22.	Termination for Cause	The County may cancel or terminate the Project Agreement due to default by Concessionaire, after reasonable periods to cure.
23.	Termination for Convenience	The County may cancel or terminate the Project Agreement at any time, in its sole discretion, without cause, by written notice to Concessionaire. Consequences for termination for convenience, including County obligations to reimburse Concessionaire in the event of such termination, to be set forth in Project Agreement.
24.	Relief Events	Project Agreement will set forth certain events, including force majeure, which extend periods for compliance by both parties of certain obligations under Project Agreement. Compensation associated with any relief event shall be negotiated by the parties and included within the Project Agreement.
25.	Lender Step-In Rights	Project Agreement will set forth certain events under which lender(s) may receive step-in rights.

EXHIBIT G

Interim Agreement Availability Payment Base Year Adjustment Matrix

Increase in Construction Costs[2]	Change in Capital Charge (As of July 1, 2021)	Decrease in Construction Costs[3]	Change in Capital Charge (As of July 1, 2021)
5%	$ 2,425,000	5%	$ (2,376,250)
10%	$ 4,831,250	10%	$ (4,700,000)
20%	$ 9,527,500	20%	$ (9,410,000)
30%	$ 14,287,500	30%	$ (14,098,750)
Increase in Operating & Maintenance Costs[4]	Change in Facility Management Charge (As of July 1, 2021)	Decrease in Operating & Maintenance Costs[5]	Change in Facility Management Charge (As of July 1, 2021)
5%	$ 693,750	5%	$ (585,000)
10%	$ 1,341,250	10%	$ (1,211,250)
20%	$ 2,621,250	20%	$ (2,461,250)
30%	$ 3,840,000	30%	$ (3,710,000)
Increase in Interest Rates and Credit Spreads	Change in Capital Charge (As of July 1, 2021)	Decrease in Interest Rates and Credit Spreads	Change in Capital Charge (As of July 1, 2021)
25 basis point (bps)	$ 1,507,500	25 bps	$ (1,387,500)
50 bps	$ 3,152,500	50 bps	$ (2,698,750)
100 bps	$ 6,380,000	100 bps	$ (5,295,000)
150 bps	$ 9,735,000	150 bps	$ (7,753,750)
200 bps	$ 13,350,000	200 bps	$ (9,945,625)

2 Including, without limitation, stakeholder management, SPV costs and insurance requirements.
3 Including, without limitation, stakeholder management, SPV costs and insurance requirements.
4 Including, without limitation, stakeholder management, SPV costs and insurance requirements.
5 Including, without limitation, stakeholder management, SPV costs and insurance requirements.

EXHIBIT H

Access ROW

Attached.

EXHIBIT I

Private ROW

Attached.

EXHIBIT J

Omni Parcel

Attached.

EXHIBIT K

Station Parcel

Attached.

EXHIBIT L

County-Obtained ROW

Attached.

EXHIBIT M

Preliminary Project Schedule

Attached.

EXHIBIT N

Not-to-Exceed Project Budget[4]

Item		Starting Point (Not-to-Exceed Figures are Marked with an*)	Price Update 1	Price Update 2	Price Update 3
Major Cost Inputs	Design Build Cost (2020$)	$586,500,000*			
	Total Operations & Lifecycle (2020$)	$341,760,725			
	Operating & Mobilization Costs during Construction (2020$)	$20,335,305			
	Costs at Financial Close (2020$)	$48,817,884			
Financial Inputs	Debt	$713,403,966			
	Leverage	90.0%			
	Rate	3.34%			
	Equity	$79,269,000			
	Return	11.5%*			
Availability Payment Outputs	Capital Charge	$47,614,125			
	Facility Management Charge	$13,429,625			
	Total Year 1 AP	$61,043,750*			

[4] The Capital Charge shall not be subjected to any escalation for the term of the Project Agreement, including any renewals or extensions thereof. The Facility Management Charge that shall be a variable payment subject to escalation based on CPI-U (Miami-Fort Lauderdale- West Palm Beach to be found on: https://www.bls.gov/regions/southeast/fl_miami_msa.htm) on an annual basis.

This adjustment shall be calculated based upon the most recently published annual CPI-U percentage change available in the twelfth (12th) month following the County's payment of the first Facility Management Charge for the year two (2) Facility Management Charge, and the month immediately preceding the anniversary of the previous Facility Management Charge payment thereafter for the term of the Project Agreement, including any renewal or extension thereof.

EXHIBIT O

Insurance Requirements

The Concessionaire shall obtain and keep in force, or cause to be obtained and kept in force, the following policies of insurance as required for the Agreement.

NOTE: The County, at its sole discretion, reserves the right to place any or all of the required insurances, including under an Owner Protective Professional Indemnity (OPPI) and/or Owner Controlled Insurance Program (OCIP) and may require higher underlying limits than the limits outlined below.

In accordance with the terms of this Agreement, the Concessionaire shall furnish to the County, Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, FL 33128, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

A. Workers' Compensation Insurance as required by Florida Statute 440 and Employers' Liability insurance for all employees of the contractor having coverage limits of $1,000,000 for each accident, $1,000,000 for disease (each employee), and $1,000,000 for disease (policy limit) and should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act as applicable, for any activities on or about navigable water.

B. Commercial General Liability in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, not to exclude Products & Completed Operations coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability or Errors & Omissions insurance in the name of the licensed professional lead Design Firm and/or licensed professional lead Construction Firm providing architectural and/or civil engineering, project design, supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project in an amount not less than $5,000,000 per claim and $5,000,000 in the aggregate. For licensed professionals subcontracted by the lead Design Firm and/or lead Construction Firm providing architectural and/or civil engineering, project design, supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project, coverage shall not be less than $1,000,000 per claim and $2,000,000 in the aggregate.

Limits of liability may be satisfied by a combination of primary and umbrella/excess policies.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as

to strength, by A.M. Best Company, Oldwick, New Jersey.

NOTE: CERTIFICATE HOLDER MUST READ:

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

EXHIBIT P

Federal Requirements and Provisions

Attached

Exhibit D

#	Task Name	Duration (Business Days)	Start	Finish	6-Oct-20	6-Nov-20	6-Dec-20	6-Jan-21	6-Feb-21	6-Mar-21	6-Apr-21	6-May-21	6-Jun-21	6-Jul-21	6-Aug-21	6-Sep-21	6-Oct-21	6-Nov-21	6-Dec-21	6-Jan-22	6-Feb-22	6-Mar-22	6-Apr-22
1	**Project Activities**	**391 days**	**16-Oct-20**	**15-Apr-22**	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
2	Effective Date of the Interim Agreement	1 days	16-Oct-20	16-Oct-20																			
3	Execution of Subsequent Interim Phase Agreements	1 days	16-Oct-20	17-Oct-20																			
4	County Provides Access to Government Owned Parcels	45 days	16-Oct-20	17-Dec-20																			
5	MBM Team Provides Access to Resorts World Property	5 days	17-Oct-20	24-Oct-20																			
6	Kickoff Meeting and Workplanning	5 days	17-Oct-20	24-Oct-20																			
7	MBM Team Prepares Permit Application for Land Data Collection	21 days	17-Oct-20	16-Nov-20																			
8	Regulatory Agency Approves Permit Application for Land Data Collection	25 days	16-Nov-20	19-Dec-20																			
9	MBM Team Prepares Permit Application for Water Data Collection	21 days	17-Oct-20	16-Nov-20																			
10	Regulatory Agency Approves Permit Application for Water Data Collection	65 days	16-Nov-20	14-Feb-21																			
11	Negotiation of the Project Agreement	326 days	15-Jan-21	15-Apr-22																			
12	County delivers NEPA process results and environmental permits (ERP, RER, SFWMD, UACE, USCG)	0 days	10-Jul-21	10-Jul-21																			
13	MBM delivers FDOT prequalification documents	1 days	21-Jan-22	21-Jan-22																			
14	Commercial Close	1 days	15-Apr-22	15-Apr-22																			
15	**Data Collection**	**193 days**	**17-Dec-20**	**13-Sep-21**			1	1	1	1	1	1	1	1	1	1							
16	**Environmental Investigation**	**151 days**	**17-Dec-20**	**15-Jul-21**			1	1	1	1	1	1	1	1									
17	Level 2 Site Testing and Draft Report	107 days	17-Dec-20	15-May-21																			
18	MDC Review of Level 2 Draft Report	10 days	15-May-21	29-May-21																			
19	Level 2 Final Report	34 days	29-May-21	15-Jul-21																			
20	**Surveys/SUE and Utility Identification**	**172 days**	**17-Dec-20**	**15-Aug-21**			1	1	1	1	1	1	1	1	1								
21	Utility Owners Coordination Quarterly Report	5 days	16-Jan-21	23-Jan-21																			
22	Utility Owners Coordination Quarterly Report	5 days	17-Apr-21	24-Apr-21																			
23	Utility Owners Coordination Quarterly Report	5 days	17-Jul-21	24-Jul-21																			
24	Surveys for City of Miami Site	107 days	17-Dec-20	15-May-21																			
25	Surveys for City of Miami Beach Site	107 days	17-Dec-20	15-May-21																			
26	Surveys for Terminal Island	107 days	17-Dec-20	15-May-21																			
27	Surveys for Watson Island	107 days	17-Dec-20	15-May-21																			
28	Surveys for MacArthur Causeway Bridge	107 days	17-Dec-20	15-May-21																			
29	Surveys for MacArthur Causeway Embankment	107 days	17-Dec-20	15-May-21																			
30	Level B SUE Utility Investigation	107 days	17-Dec-20	15-May-21																			
31	Underwater Designates	107 days	17-Dec-20	15-May-21																			
32	Show Locations of Utilities on Existing Drawings	45 days	15-May-21	16-Jul-21																			
33	Utility Conflict Matrix and Report	45 days	15-May-21	16-Jul-21																			
34	Conceptual Utility Relocation Drawings	45 days	15-May-21	16-Jul-21																			
35	Final Electronic Copy of Files	21 days	16-Jul-21	15-Aug-21																			
36	**Geotechnical Investigation**	**193 days**	**17-Dec-20**	**13-Sep-21**			1	1	1	1	1	1	1	1	1	1							
37	Phase 1: Geotechnical Data Report for Miami Beach	87 days	17-Dec-20	18-Apr-21																			
38	Phase 1: Geotechnical Data Report for Terminal Island	87 days	17-Dec-20	18-Apr-21																			
39	Phase 1: Geotechnical Data Report for City of Miami	88 days	17-Dec-20	19-Apr-21																			
40	Phase 1: Geotechnical Data Report East Bridge	90 days	14-Feb-21	18-Jun-21																			
41	Phase 1: Geotechnical Data Report for Intercoastal Bridge	90 days	15-Mar-21	17-Jul-21																			
42	Phase 1: Geotechnical Report for Miami Beach	45 days	18-Apr-21	18-Jun-21																			
43	Phase 1: Geotechnical Report for Watson Island and Terminal Island	45 days	18-Apr-21	18-Jun-21																			
44	Phase 1: Geotechnical Report for East Bridge	41 days	18-Jun-21	15-Aug-21																			
45	Phase 1: Geotechnical Report for MacArthur Causeway Embankment	45 days	18-Apr-21	18-Jun-21																			
46	Phase 1: Geotechnical Report for Intercoastal Bridge	41 days	17-Jul-21	13-Sep-21																			
47	Phase 1: Geotechnical Report for City of Miami	45 days	19-Apr-21	20-Jun-21																			
48	**Preliminary Engineering**	**217 days**	**17-Dec-20**	**15-Oct-21**			1	1	1	1	1	1	1	1	1	1	1						
49	Draft Basis of Design Report	107 days	17-Dec-20	14-May-21																			
50	MDC Review of Draft Basis of Design Report	10 days	15-May-21	28-May-21																			
51	Final Basis of Design Report	34 days	29-May-21	15-Jul-21																			
52	Roadway Analysis Report	172 days	17-Dec-20	15-Aug-21																			
53	Drainage Analysis Report	172 days	17-Dec-20	15-Aug-21																			
54	Preliminary Roadway/Drainage Drawings	172 days	17-Dec-20	15-Aug-21																			
55	MDC Approval Review of Roadway/Drainage Reports and Drawings	10 days	15-Aug-21	29-Aug-21																			
56	Answers to Comments	35 days	29-Aug-21	15-Oct-21																			
57	Transit Stations and VSMF Drawings	172 days	17-Dec-20	15-Aug-21																			
58	MDC Approval Review of Transit Station and VSMF Drawings	10 days	15-Aug-21	29-Aug-21																			
59	Answers to Comments	35 days	29-Aug-21	15-Oct-21																			
60	Non-Compensable Design Development	172 days	17-Dec-20	15-Aug-21																			
61	**Development of the Project Solution**	**106 days**	**16-Oct-21**	**14-Mar-22**													1	1	1	1	1	1	
62	On Call Estimating Support by Jacobs	106 days	16-Oct-21	14-Mar-22																			
63	Price Update 1	1 days	15-Nov-21	15-Nov-21																			
64	Delivery of Draft Key Plans (O&M, QMP, DB Schedule, MOT Plan)	0 days	15-Jan-22	15-Jan-22																			
65	Price Update 2	0 days	15-Jan-22	15-Jan-22																			
66	Delivery of Final Key Plans (O&M, QMP, DB Schedule, Updated MOT Plan)	1 days	14-Mar-22	14-Mar-22																			
67	Price Update 3	1 days	14-Mar-22	14-Mar-22																			
68	**Development of the Financing Solution****	**130 days**	**15-Nov-21**	**15-May-22**														1	1	1	1	1	
69	Release of Lender DD package	1 days	15-Nov-21	15-Nov-21																			
70	Lender Engagement	120 days	15-Nov-21	29-Apr-22																			
71	Rating Agency Process	45 days	7-Feb-22	10-Apr-22																			
72	Receive Preliminary Credit Rating(s)	0 days	10-Apr-22	10-Apr-22																			
73	Finalize Financing & Security Documents	1 days	15-Apr-22	15-Apr-22																			
74	Final Financing & Security Documents to Rating Agencies	1 days	29-Apr-22	29-Apr-22																			
75	Base Interest Rate Setting	1 days	12-May-22	12-May-22																			
76	Financial Close	0 days	15-May-22	15-May-22																			

Legend

Miami-Dade County Responsibility
Non-MDC Governmental Authority Approval
MBM Partners Responsibility

** Based on an October 6th Effective Date, all dates pushed back one-for-one with a later Effective Date*

*** The tasks in this section do not include Submittals to the County and included solely to give an overview to the IA schedule and are not covered under Exhibit C*

Exhibit H

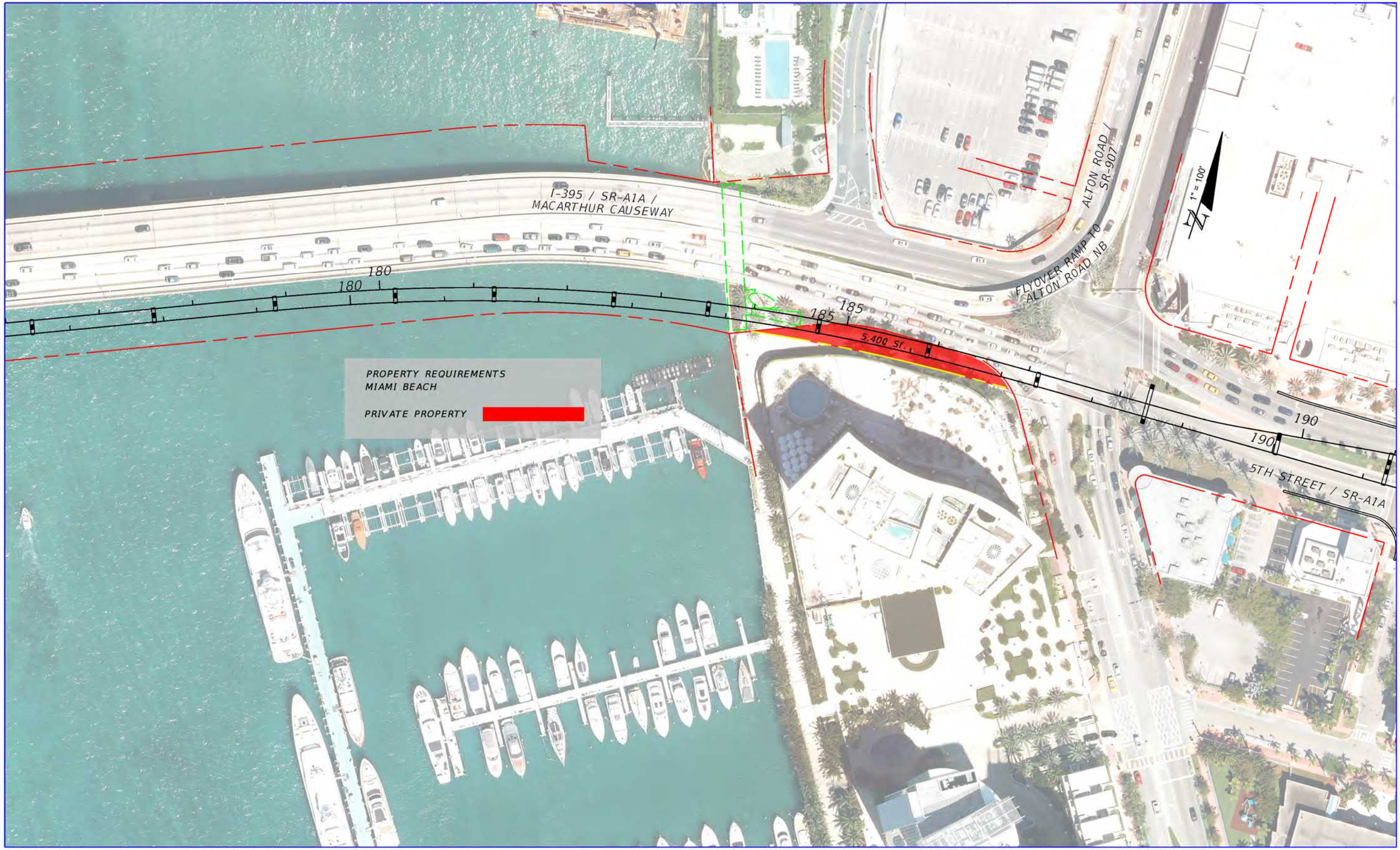
MIAMI BEACH MONORAIL - AREA REQUIRING ACCESS

Exhibit H

MIAMI BEACH MONORAIL - AREA REQUIRING ACCESS

CONFIDENTIAL/TRADE SECRET – EXEMPT FROM DISCLOSURE UNDER FLA. STAT. §815.045

Exhibit I



DATE					STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			MIAMI BEACH MONORAIL ICON ROW	SHEET NO.
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						MIAMI-DADE			PED-1.21

Exhibit J

Omni Station Legal Description:

Lot 3 and 4, in Block 1, of the Garden of Eden, according to the Plat thereof, recorded in Plat Book 4, at Page 12, of the Public Records of Miami-Dade County, Florida.

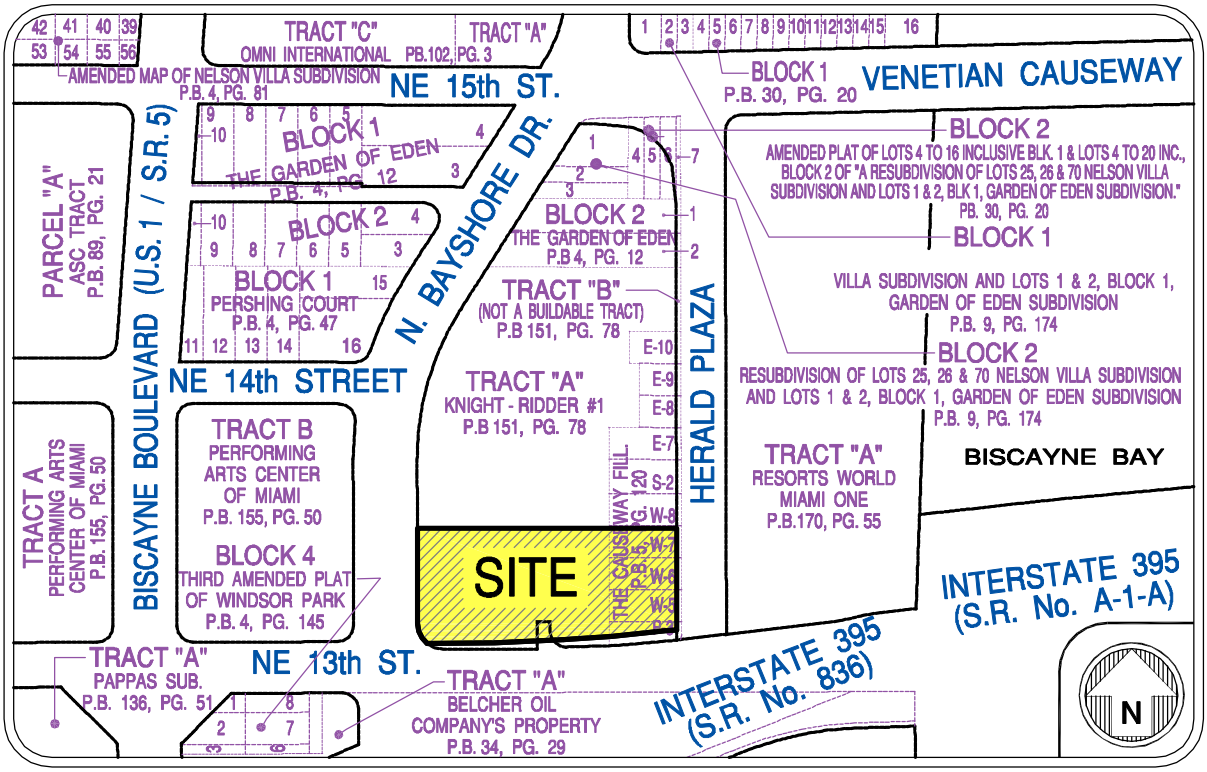
AND

Lot 5, 6, 7, 8, 9, and 10, in Block 1, of the Garden of Eden, according to the Plat thereof, recorded in Plat Book 4, at Page 12, of the Public Records of Miami-Dade County, Florida, LESS the South 5 feet of said Lots 5, 6, 7, 8, 9, and 10.

AND LESS a portion of Lot 10 conveyed to the City of Miami for street right-of-way in the deed recorded in Deed Book 1004, Page 166, of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Beginning at the Northwest corner of Lot 10, Block 1, of said Plat; thence East along the North line of said Lot 10 a distance of 44.58 feet to a point; thence Southwesterly to the South Line of said Lot 10; thence West along the South line of said Lot 10, a distance of 36.31 feet to the Southwest corner thereof; thence North along the West line of said Lot 10, a distance of 127.3 feet to the POINT OF BEGINNING.

Exhibit K



LOCATION SKETCH

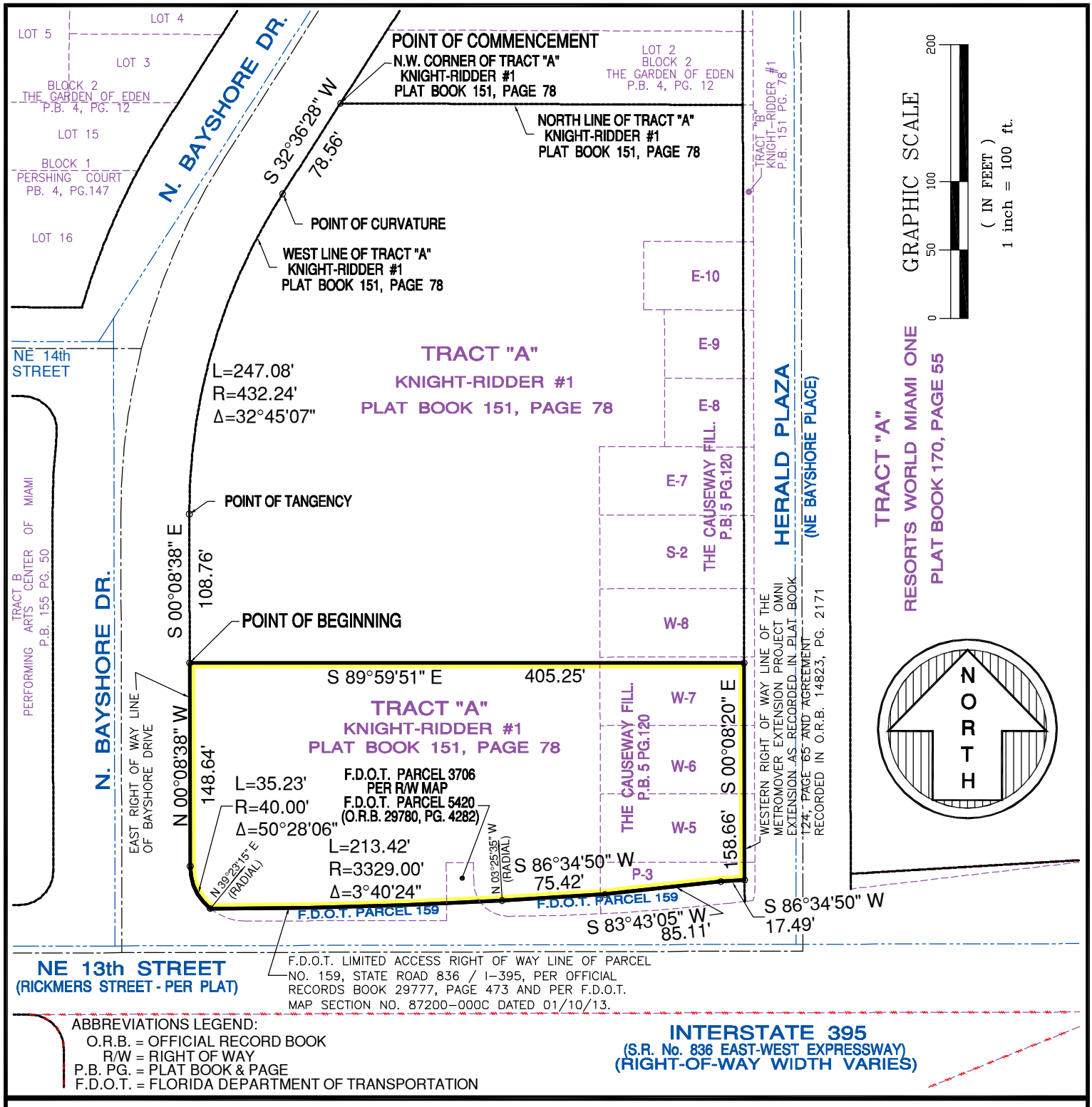
SECTION 31, TOWNSHIP 53 SOUTH, RANGE 42 EAST
CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA
SCALE: 1" = 300'

Drawn By	ADC
Cad. No.	190218
Ref. Dwg.	2017–151–COM
Plotted:	3/21/19 2:39p

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	3/21/2019
Scale	1"=300'
Job. No.	190218
Dwg. No.	1019–008
Sheet	1 of 3



Drawn By	ADC
Cad. No.	190218
Ref. Dwg.	2017-151-COM
Plotted:	3/21/19 2:39p

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	3/21/2019
Scale	1"=100'
Job. No.	190218
Dwg. No.	1019-008
Sheet	2 of 3

LEGAL DESCRIPTION:

A portion of Tract "A" of KNIGHT–RIDDER #1, as recorded in Plat Book 151 at Page 78 and also being portions of Lots P–3, W–5, W–6, and W–7, of THE CAUSEWAY FILL, as recorded in Plat Book 5 at Page 120, and all of Florida Department of Transportation Parcel No. 5420, as recorded in Official Record Book, 29780 Page 4282, all lying in the Southwest 1/4 of Section 31, Township 53 South, Range 42 East, and all being recorded in the Public Records of Miami–Dade County, Florida; being more particular described as follows:

Commence at the Northwest Corner of said Tract "A"; the following three (3) courses are along the Westerly line of said Tract "A"; (1) thence South 32°36'28" West for 78.56 feet to a point of curvature of a circular curve concave to the Southeast; (2) thence Southwesterly along the arc of said curve having a radius of 432.24 feet through a central angle of 32°45'07" for an arc length of 247.08 feet to a point of tangency; (3) thence South 00°08'38" East for 108.76 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence South 89°59'51" East across said Tract "A" and across said Lot W–7 for 405.25 feet to a point on the Western Right of Way Line of the Metromover Extension Project Omni Extension as recorded in Plat Book 124, Page 65, of said Public Records of Miami–Dade County, Florida, also recorded in Official Records Book 14823 Page 2171, of said Public Records; thence South 00°08'20" East along said Right of Way Line of the Metromover Extension Project Omni Extension for 158.66 feet to a point on the Florida Department of Transportation Limited Access Right of Way Line of Parcel No. 159, State Road 836 / I–395, per Official Records Book 29777, Page 473, as recorded in said Public Records of Miami–Dade County, Florida; the following three (3) courses are along said Limited Access Right of Way Line; (1) thence South 86°34'50" West for 17.49 feet; (2) thence South 83°43'05" West for 85.11 feet; (3) thence South 86°34'50" West for 75.42 feet to a point on a circular curve, concave Northerly, whose radius point bears North 03°25'35" West from said point; thence continue westerly along said Limited Access Right of Way Line of Parcel No. 159, State Road 836 / I–395 and also along the south line of said Parcel 5420 being also a Limited Access Right of Way line, along the arc of said curve to the right having a radius of 3,329.00 feet, through a central angle 03°40'24" for an arc length of 213.42 feet to a point on a circular curve concave northeasterly, whose radius point bears North 39°23'15" East from said point; thence northwesterly along the arc of said curve, to the right, having a radius of 40.00 feet, through a central angle of 50°28'06" for an arc length of 35.23 feet to a point of tangency with the west line of said Tract"A"; thence North 00°08'38" West along said west line of Tract "A" for 148.64 feet to the POINT OF BEGINNING.

SURVEYOR'S NOTES:

- This site lies in Section 31, Township 53 South, Range 42 East, City of Miami, Miami–Dade County, Florida.
- Bearings hereon are referred to an assumed value of North 00°08'38" West for the East Right of Way line of North Bayshore Drive.
- Lands shown hereon containing 69,950 square feet, or 1.606 acres, more or less.
- Lands shown hereon were not abstracted for easements and/or rights–of–way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2017–151–COM

SURVEYOR'S CERTIFICATION:

I hereby certify that this "SKETCH AND LEGAL DESCRIPTION" was made under my responsible charge on March 21, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

FORTIN, LEAVY, SKILES, INC., LB3653

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

By: _____
Daniel C. Fortin Jr, For The Firm
Surveyor and Mapper, LS6435
State of Florida.

Drawn By	ADC
Cad. No.	190218
Ref. Dwg.	2017–151–COM
Plotted:	3/21/19 2:39p

LEGAL DESCRIPTION & NOTES

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

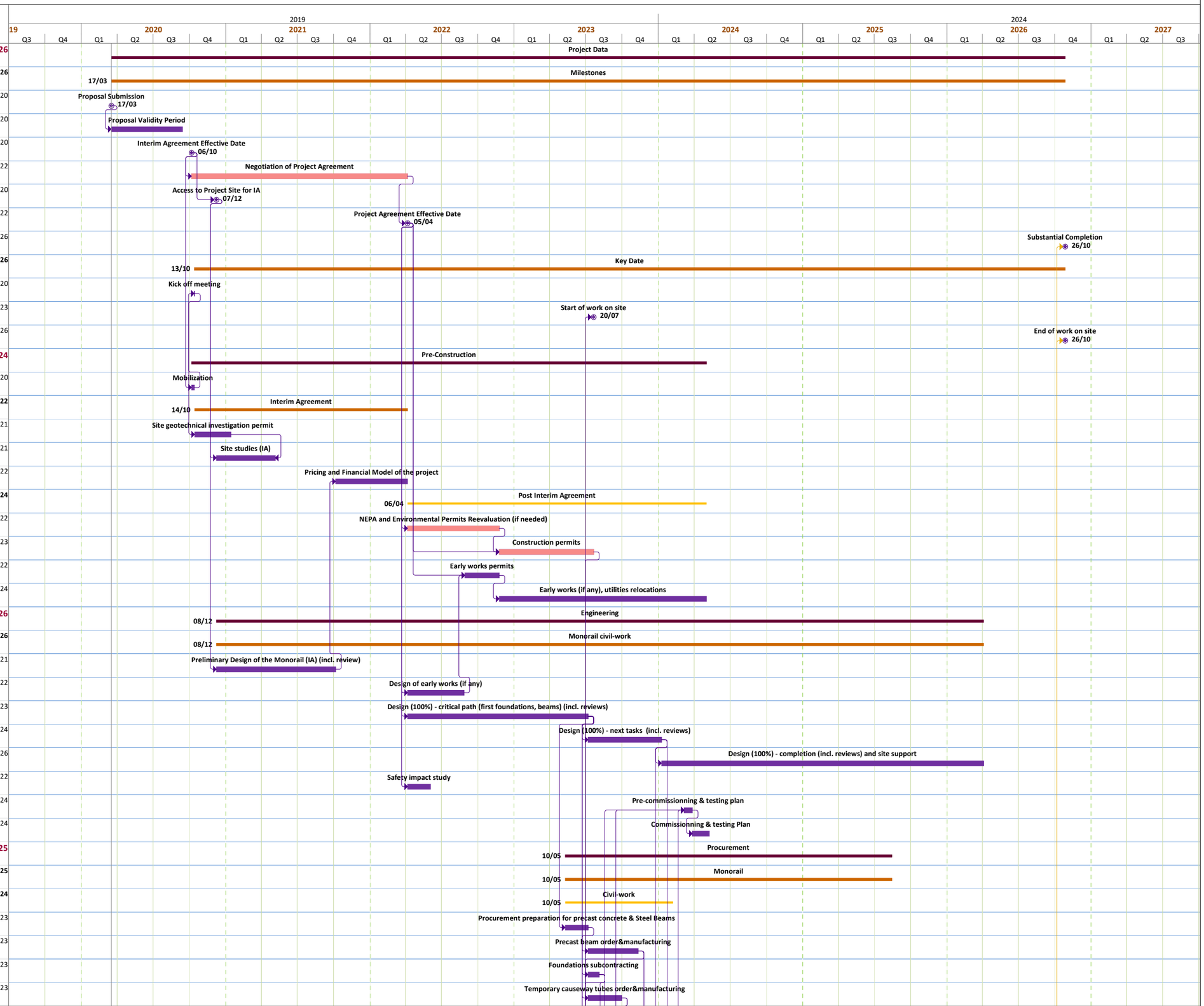
Date	3/21/2019
Scale	NOT TO SCALE
Job. No.	190218
Dwg. No.	1019–008
Sheet	3 of 3

EXHIBIT L: COUNTY-OBTAINED ROW

EXHIBIT L: COUNTY-OBTAINED ROW

Exhibit M - Preliminary Project Schedule

ID	WBS	Nom de la tâche	Duration	Start	Finish
1	**1**	**Project Data**	**2415 d**	**17 Mar '20**	**26 Oct '26**
2	**1.1**	**Milestones**	**2415 d**	**17 Mar '20**	**26 Oct '26**
3	1.1.1	Proposal Submission	0 d	17 Mar '20	17 Mar '20
4	1.1.2	Proposal Validity Period	180 d	17 Mar '20	12 Sep '20
5	1.1.3	Interim Agreement Effective Date	0 d	06 Oct '20	06 Oct '20
6	1.1.4	Negotiation of Project Agreement	547 d	06 Oct '20	05 Apr '22
7	1.1.5	Access to Project Site for IA	0 d	07 Dec '20	07 Dec '20
8	1.1.6	Project Agreement Effective Date	0 d	05 Apr '22	05 Apr '22
9	1.1.7	Substantial Completion	0 d	26 Oct '26	26 Oct '26
10	**1.2**	**Key Date**	**1498 d**	**13 Oct '20**	**26 Oct '26**
11	1.2.1	Kick off meeting	1 d	13 Oct '20	13 Oct '20
12	1.2.2	Start of work on site	0 d	20 Jul '23	20 Jul '23
13	1.2.3	End of work on site	0 d	26 Oct '26	26 Oct '26
14	**2**	**Pre-Construction**	**879 d**	**06 Oct '20**	**01 May '24**
15	2.1	Mobilization	5 d	06 Oct '20	12 Oct '20
16	**2.2**	**Interim Agreement**	**363 d**	**14 Oct '20**	**05 Apr '22**
17	2.2.1	Site geotechnical investigation permit	60 d	14 Oct '20	13 Jan '21
18	2.2.2	Site studies (IA)	100 d	08 Dec '20	05 May '21
19	2.2.3	Pricing and Financial Model of the project	120 d	06 Oct '21	05 Apr '22
20	**2.3**	**Post Interim Agreement**	**496 d**	**06 Apr '22**	**01 May '24**
21	2.3.1	NEPA and Environmental Permits Reevaluation (if needed)	160 d	06 Apr '22	23 Nov '22
22	2.3.2	Construction permits	160 d	24 Nov '22	20 Jul '23
23	2.3.3	Early works permits	60 d	29 Aug '22	23 Nov '22
24	2.3.4	Early works (if any), utilities relocations	350 d	24 Nov '22	01 May '24
25	**3**	**Engineering**	**1313 d**	**08 Dec '20**	**02 Apr '26**
26	**3.1**	**Monorail civil-work**	**1313 d**	**08 Dec '20**	**02 Apr '26**
27	3.1.1	Preliminary Design of the Monorail (IA) (incl. review)	206 d	08 Dec '20	05 Oct '21
28	3.1.2	Design of early works (if any)	100 d	06 Apr '22	26 Aug '22
29	3.1.3	Design (100%) - critical path (first foundations, beams) (incl. reviews)	310 d	06 Apr '22	06 Jul '23
30	3.1.4	Design (100%) - next tasks (incl. reviews)	120 d	07 Jul '23	08 Jan '24
31	3.1.5	Design (100%) - completion (incl. reviews) and site support	560 d	09 Jan '24	02 Apr '26
32	3.1.6	Safety impact study	40 d	06 Apr '22	02 Jun '22
33	3.1.7	Pre-commissionning & testing plan	15 d	06 Mar '24	26 Mar '24
34	3.1.8	Commissionning & testing Plan	30 d	27 Mar '24	08 May '24
35	**4**	**Procurement**	**560 d**	**10 May '23**	**13 Aug '25**
36	**4.1**	**Monorail**	**560 d**	**10 May '23**	**13 Aug '25**
37	**4.1.1**	**Civil-work**	**180 d**	**10 May '23**	**06 Feb '24**
38	4.1.1.1	Procurement preparation for precast concrete & Steel Beams	40 d	10 May '23	06 Jul '23
39	4.1.1.2	Precast beam order&manufacturing	90 d	07 Jul '23	10 Nov '23
40	4.1.1.3	Foundations subcontracting	20 d	07 Jul '23	03 Aug '23
41	4.1.1.4	Temporary causeway tubes order&manufacturing	60 d	07 Jul '23	29 Sep '23



Critical Path

Miami Beach Monorail - Preliminary Project Schedule

ID	WBS	Nom de la tâche	Duration	Start	Finish
42	4.1.1.5	Equipment renting	20 d	09 Jan '24	06 Feb '24
43	**4.1.2**	**Rolling stock**	**400 d**	**09 Jan '24**	**13 Aug '25**
44	4.1.2.1	Procurement preparation for monorail rolling stock	40 d	09 Jan '24	05 Mar '24
45	4.1.2.2	Rolling stock order&manufacturing	360 d	06 Mar '24	13 Aug '25
46	**4.1.3**	**System**	**280 d**	**07 Jul '23**	**23 Aug '24**
47	4.1.3.1	Procurement preparation for train control system	40 d	07 Jul '23	31 Aug '23
48	4.1.3.2	Train control system order&manufacturing	240 d	01 Sep '23	23 Aug '24
49	**4.2**	**Stations and VSMF**	**120 d**	**07 Jul '23**	**08 Jan '24**
50	4.2.1	Procurement preparation for precast concrete	20 d	07 Jul '23	03 Aug '23
51	4.2.2	Procurement preparation for VSMF steel construction	20 d	07 Jul '23	03 Aug '23
52	4.2.3	Precast concrete order&manufacturing	100 d	04 Aug '23	08 Jan '24
53	4.2.4	Roof covering order&manufacturing	90 d	04 Aug '23	15 Dec '23
54	4.2.5	Steel construction (VSMF) order&manufacturing	90 d	04 Aug '23	15 Dec '23
55	**5**	**Construction and pre-commissionning**	**722 d**	**11 Apr '23**	**13 Aug '26**
56	5.1	Set-up temporary facilities & preparatory works	30 d	11 Apr '23	26 May '23
57	5.2	Start of work on site	0 d	20 Jul '23	20 Jul '23
58	**5.3**	**Miami District**	**350 d**	**21 Jul '23**	**26 Mar '25**
59	**5.3.1**	**Civil-work**	**290 d**	**21 Jul '23**	**16 Dec '24**
60	5.3.1.1	**Herald Plaza**	**165 d**	**21 Jul '23**	**30 Apr '24**
61	5.3.1.1.1	Preliminary works - Herald Plaza	15 d	21 Jul '23	18 Aug '23
62	5.3.1.1.2	Foundations : drilled pipes - Herald Plaza	45 d	21 Aug '23	09 Nov '23
63	5.3.1.1.3	Columns - Herald Plaza	27 d	03 Nov '23	13 Dec '23
64	5.3.1.1.4	Caps - Herald Plaza	21 d	28 Nov '23	05 Jan '24
65	5.3.1.1.5	Beams - Herald Plaza	60 d	05 Jan '24	09 Apr '24
66	5.3.1.1.6	Roadworks and utility networks - Herald Plaza	15 d	10 Apr '24	30 Apr '24
67	**5.3.1.2**	**Herald Plaza Resort World Miami Station**	**140 d**	**10 Apr '24**	**16 Dec '24**
68	5.3.1.2.1	Precast-plateform - Resort World Miami station	60 d	10 Apr '24	19 Jul '24
69	5.3.1.2.2	Roof covering - Resort World Miami station	20 d	22 Jul '24	26 Aug '24
70	5.3.1.2.3	Finishing works - Resort World Miami station	60 d	27 Aug '24	16 Dec '24
71	5.3.1.2.4	Roadworks and utility networks - Resort World Miami station	15 d	27 Aug '24	25 Sep '24
72	**5.3.1.3**	**Mac Arthur Causeway crossing**	**92 d**	**03 Nov '23**	**04 Apr '24**
73	5.3.1.3.1	Preliminary works	5 d	03 Nov '23	10 Nov '23
74	5.3.1.3.2	Foundations : drilled pipes - Mac Arthur Causeway crossing	12 d	10 Nov '23	29 Nov '23
75	5.3.1.3.3	Columns - Mac Arthur Causeway crossing	16 d	08 Dec '23	10 Jan '24
76	5.3.1.3.4	Caps - Mac Arthur Causeway crossing	10 d	10 Jan '24	24 Jan '24
77	5.3.1.3.5	Beams - Mac Arthur Causeway crossing	34 d	09 Feb '24	04 Apr '24
78	**5.3.1.4**	**Perez Art Museum Garden**	**102 d**	**07 Nov '23**	**22 Apr '24**
79	5.3.1.4.1	Preliminary works - Perez Art Museum Garden	15 d	07 Nov '23	30 Nov '23
80	5.3.1.4.2	Foundations : drilled pipes - Perez Art Museum Garden	9 d	30 Nov '23	12 Dec '23
81	5.3.1.4.3	Columns - Perez Art Museum Garden	15 d	22 Dec '23	24 Jan '24
82	5.3.1.4.4	Caps - Perez Art Museum Garden	9 d	25 Jan '24	07 Feb '24

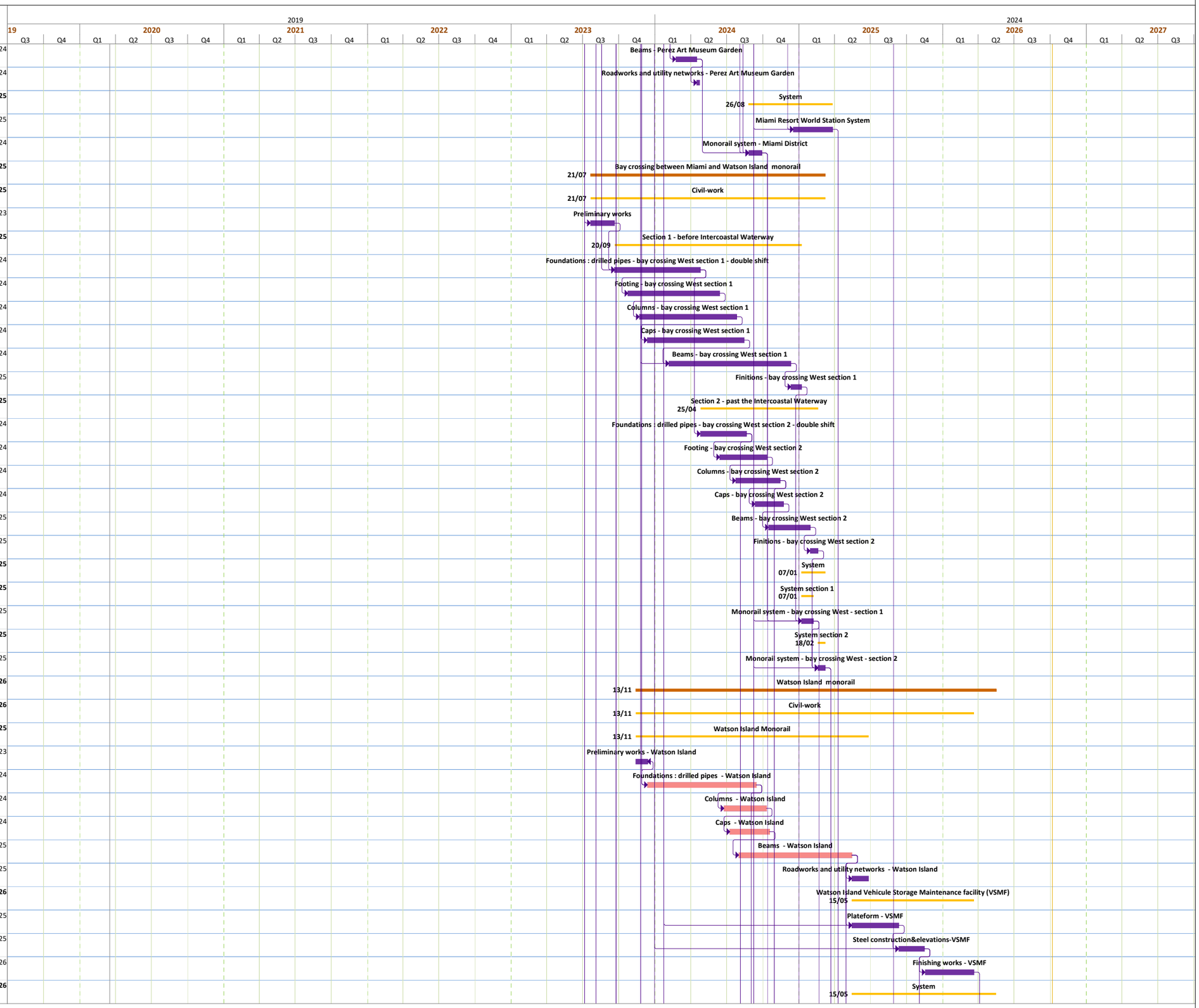
Critical Path

Crated by : C.LARDENOIS
Checked and Updated by : V.BABOLAT

Schedule Rev. AD 16 Sept '20

Miami Beach Monorail - Preliminary Project Schedule

ID	WBS	Nom de la tâche	Duration	Start	Finish
83	5.3.1.4	Beams - Perez Art Museum Garden	31 d	23 Feb '24	15 Apr '24
84	5.3.1.4	Roadworks and utility networks - Perez Art Museum Garden	5 d	16 Apr '24	22 Apr '24
85	**5.3.2**	**System**	**121 d**	**26 Aug '24**	**26 Mar '25**
86	5.3.2.1	Miami Resort World Station System	60 d	17 Dec '24	26 Mar '25
87	5.3.2.2	Monorail system - Miami District	18 d	26 Aug '24	27 Sep '24
88	**5.4**	**Bay crossing between Miami and Watson Island monorail**	**337 d**	**21 Jul '23**	**07 Mar '25**
89	**5.4.1**	**Civil-work**	**337 d**	**21 Jul '23**	**07 Mar '25**
90	5.4.1.1	Preliminary works	30 d	21 Jul '23	19 Sep '23
91	**5.4.1.2**	**Section 1 - before Intercoastal Waterway**	**268 d**	**20 Sep '23**	**06 Jan '25**
92	5.4.1.2	Foundations : drilled pipes - bay crossing West section 1 - double shift	104 d	20 Sep '23	24 Apr '24
93	5.4.1.2	Footing - bay crossing West section 1	110 d	24 Oct '23	12 Jun '24
94	5.4.1.2	Columns - bay crossing West section 1	118 d	22 Nov '23	25 Jul '24
95	5.4.1.2	Caps - bay crossing West section 1	112 d	12 Dec '23	13 Aug '24
96	5.4.1.2	Beams - bay crossing West section 1	140 d	05 Feb '24	10 Dec '24
97	5.4.1.2	Finitions - bay crossing West section 1	10 d	11 Dec '24	06 Jan '25
98	**5.4.1.3**	**Section 2 - past the Intercoastal Waterway**	**164 d**	**25 Apr '24**	**17 Feb '25**
99	5.4.1.3	Foundations : drilled pipes - bay crossing West section 2 - double shift	50 d	25 Apr '24	19 Aug '24
100	5.4.1.3	Footing - bay crossing West section 2	50 d	13 Jun '24	10 Oct '24
101	5.4.1.3	Columns - bay crossing West section 2	48 d	24 Jul '24	13 Nov '24
102	5.4.1.3	Caps - bay crossing West section 2	36 d	11 Sep '24	21 Nov '24
103	5.4.1.3	Beams - bay crossing West section 2	47 d	15 Oct '24	28 Jan '25
104	5.4.1.3	Finitions - bay crossing West section 2	10 d	29 Jan '25	17 Feb '25
105	**5.4.1.4**	**System**	**39 d**	**07 Jan '25**	**07 Mar '25**
106	**5.4.1.4**	**System section 1**	**20 d**	**07 Jan '25**	**05 Feb '25**
107	5.4.1.4	Monorail system - bay crossing West - section 1	20 d	07 Jan '25	05 Feb '25
108	**5.4.1.4**	**System section 2**	**12 d**	**18 Feb '25**	**07 Mar '25**
109	5.4.1.4	Monorail system - bay crossing West - section 2	12 d	18 Feb '25	07 Mar '25
110	**5.5**	**Watson Island monorail**	**537 d**	**13 Nov '23**	**15 May '26**
111	**5.5.1**	**Civil-work**	**497 d**	**13 Nov '23**	**20 Mar '26**
112	**5.5.1.1**	**Watson Island Monorail**	**342 d**	**13 Nov '23**	**25 Jun '25**
113	5.5.1.1	Preliminary works - Watson Island	20 d	13 Nov '23	13 Dec '23
114	5.5.1.1	Foundations : drilled pipes - Watson Island	156 d	13 Dec '23	13 Sep '24
115	5.5.1.1	Columns - Watson Island	55 d	24 Jun '24	09 Oct '24
116	5.5.1.1	Caps - Watson Island	55 d	09 Jul '24	17 Oct '24
117	5.5.1.1	Beams - Watson Island	160 d	01 Aug '24	14 May '25
118	5.5.1.1	Roadworks and utility networks - Watson Island	25 d	15 May '25	25 Jun '25
119	**5.5.1.2**	**Watson Island Vehicule Storage Maintenance facility (VSMF)**	**180 d**	**15 May '25**	**20 Mar '26**
120	5.5.1.2	Plateform - VSMF	60 d	15 May '25	10 Sep '25
121	5.5.1.2	Steel construction&elevations-VSMF	40 d	11 Sep '25	14 Nov '25
122	5.5.1.2	Finishing works - VSMF	80 d	17 Nov '25	20 Mar '26
123	**5.5.2**	**System**	**220 d**	**15 May '25**	**15 May '26**



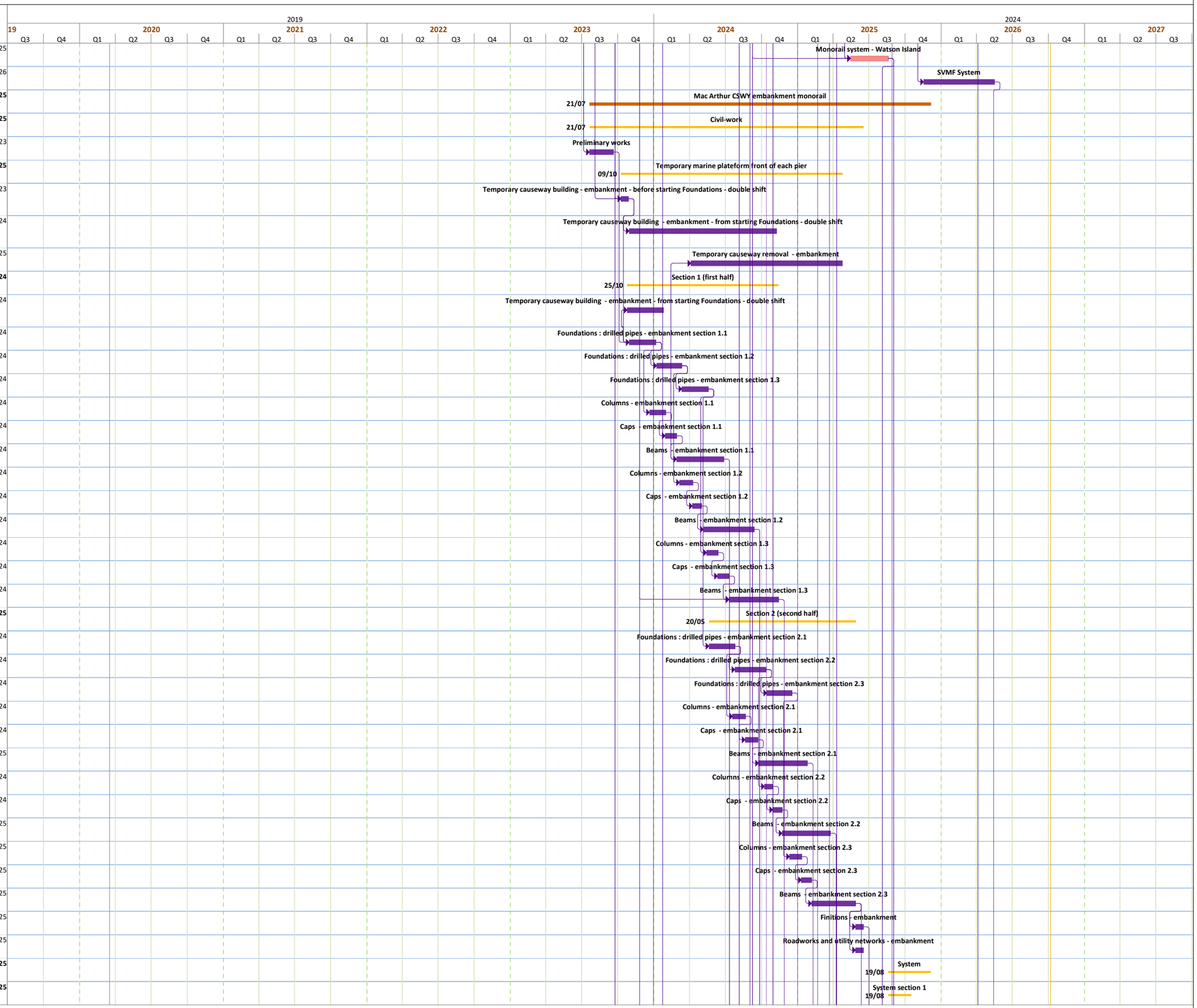
Critical Path

Crated by : C.LARDENOIS
Checked and Updated by : V.BABOLAT

Schedule Rev. AD 16 Sept '20

Miami Beach Monorail - Preliminary Project Schedule

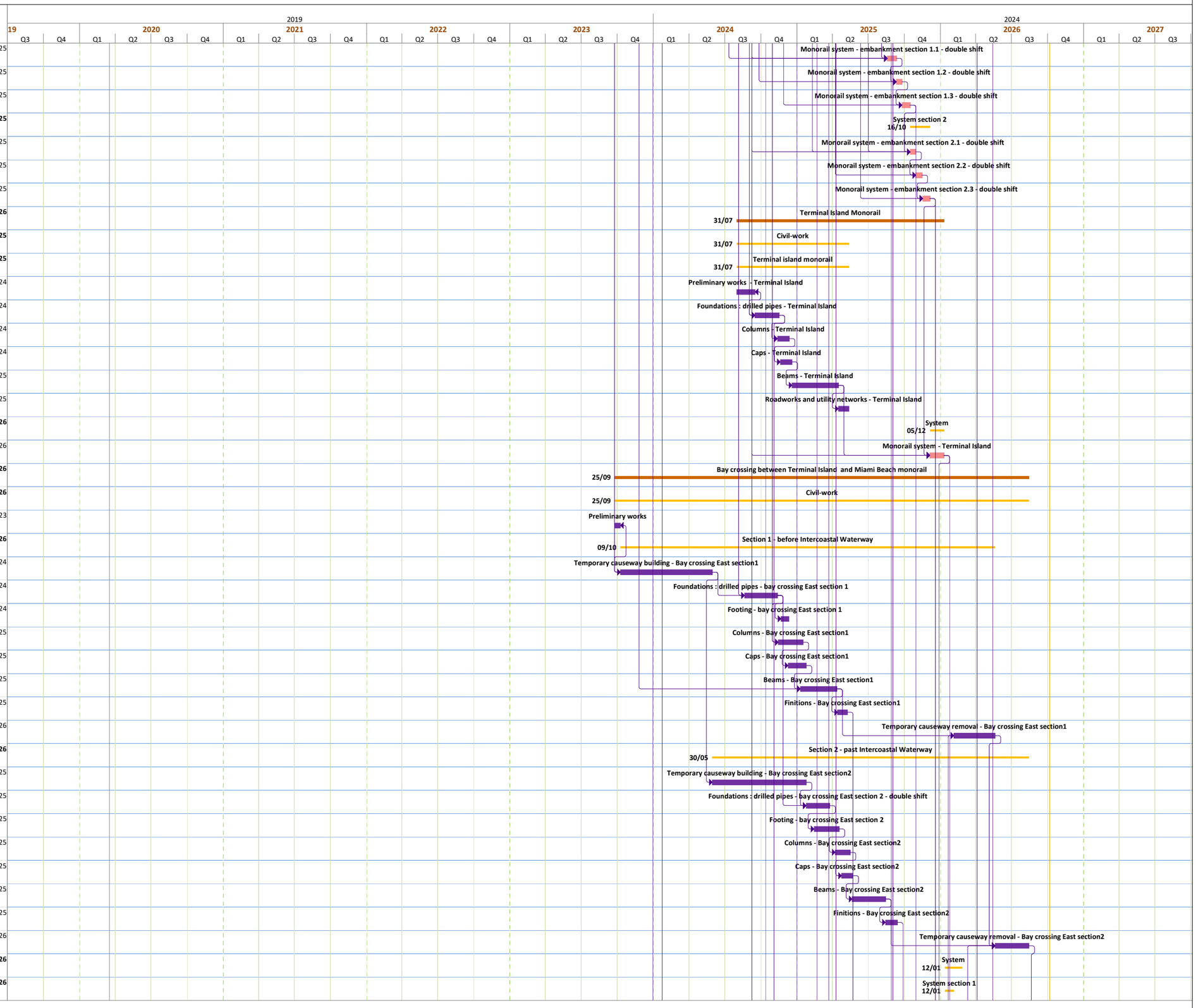
ID	WBS	Nom de la tâche	Duration	Start	Finish
124	5.5.2.1	Monorail system - Watson Island	50 d	15 May '25	18 Aug '25
125	5.5.2.2	SVMF System	120 d	17 Nov '25	15 May '26
126	**5.6**	**Mac Arthur CSWY embankment monorail**	**488 d**	**21 Jul '23**	**04 Dec '25**
127	**5.6.1**	**Civil-work**	**396 d**	**21 Jul '23**	**16 Jun '25**
128	5.6.1.1	Preliminary works	30 d	21 Jul '23	19 Sep '23
129	**5.6.1.2**	**Temporary marine plateform front of each pier**	**328 d**	**09 Oct '23**	**23 Apr '25**
130	5.6.1.2	Temporary causeway building - embankment - before starting Foundations - double shift	15 d	09 Oct '23	27 Oct '23
131	5.6.1.2	Temporary causeway building - embankment - from starting Foundations - double shift	216 d	30 Oct '23	07 Nov '24
132	5.6.1.2	Temporary causeway removal - embankment	220 d	04 Apr '24	23 Apr '25
133	**5.6.1.3**	**Section 1 (first half)**	**222 d**	**25 Oct '23**	**12 Nov '24**
134	5.6.1.3	Temporary causeway building - embankment - from starting Foundations - double shift	53 d	25 Oct '23	24 Jan '24
135	5.6.1.3	Foundations : drilled pipes - embankment section 1.1	38 d	30 Oct '23	05 Jan '24
136	5.6.1.3	Foundations : drilled pipes - embankment section 1.2	42 d	08 Jan '24	11 Mar '24
137	5.6.1.3	Foundations : drilled pipes - embankment section 1.3	42 d	12 Mar '24	17 May '24
138	5.6.1.3	Columns - embankment section 1.1	20 d	21 Dec '23	30 Jan '24
139	5.6.1.3	Caps - embankment section 1.1	20 d	30 Jan '24	27 Feb '24
140	5.6.1.3	Beams - embankment section 1.1	72 d	28 Feb '24	26 Jun '24
141	5.6.1.3	Columns - embankment section 1.2	20 d	06 Mar '24	08 Apr '24
142	5.6.1.3	Caps - embankment section 1.2	17 d	08 Apr '24	30 Apr '24
143	5.6.1.3	Beams - embankment section 1.2	70 d	06 May '24	11 Sep '24
144	5.6.1.3	Columns - embankment section 1.3	16 d	14 May '24	11 Jun '24
145	5.6.1.3	Caps - embankment section 1.3	16 d	11 Jun '24	09 Jul '24
146	5.6.1.3	Beams - embankment section 1.3	70 d	10 Jul '24	12 Nov '24
147	**5.6.1.4**	**Section 2 (second half)**	**211 d**	**20 May '24**	**27 May '25**
148	5.6.1.4	Foundations : drilled pipes - embankment section 2.1	38 d	20 May '24	24 Jul '24
149	5.6.1.4	Foundations : drilled pipes - embankment section 2.2	39 d	25 Jul '24	11 Oct '24
150	5.6.1.4	Foundations : drilled pipes - embankment section 2.3	38 d	14 Oct '24	16 Dec '24
151	5.6.1.4	Columns - embankment section 2.1	17 d	19 Jul '24	20 Aug '24
152	5.6.1.4	Caps - embankment section 2.1	17 d	20 Aug '24	20 Sep '24
153	5.6.1.4	Beams - embankment section 2.1	69 d	23 Sep '24	24 Jan '25
154	5.6.1.4	Columns - embankment section 2.2	16 d	08 Oct '24	29 Oct '24
155	5.6.1.4	Caps - embankment section 2.2	16 d	29 Oct '24	21 Nov '24
156	5.6.1.4	Beams - embankment section 2.2	69 d	22 Nov '24	24 Mar '25
157	5.6.1.4	Columns - embankment section 2.3	16 d	11 Dec '24	10 Jan '25
158	5.6.1.4	Caps - embankment section 2.3	16 d	10 Jan '25	04 Feb '25
159	5.6.1.4	Beams - embankment section 2.3	69 d	05 Feb '25	27 May '25
160	5.6.1.5	Finitions - embankment	10 d	28 May '25	16 Jun '25
161	5.6.1.6	Roadworks and utility networks - embankment	10 d	28 May '25	16 Jun '25
162	**5.6.2**	**System**	**60 d**	**19 Aug '25**	**04 Dec '25**
163	**5.6.2.1**	**System section 1**	**30 d**	**19 Aug '25**	**15 Oct '25**



Critical Path

Miami Beach Monorail - Preliminary Project Schedule

ID	WBS	Nom de la tâche	Duration	Start	Finish
164	5.6.2.1	Monorail system - embankment section 1.1 - double shift	10 d	19 Aug '25	10 Sep '25
165	5.6.2.1	Monorail system - embankment section 1.2 - double shift	10 d	11 Sep '25	24 Sep '25
166	5.6.2.1	Monorail system - embankment section 1.3 - double shift	10 d	25 Sep '25	15 Oct '25
167	**5.6.2.2**	**System section 2**	**30 d**	**16 Oct '25**	**04 Dec '25**
168	5.6.2.2	Monorail system - embankment section 2.1 - double shift	10 d	16 Oct '25	29 Oct '25
169	5.6.2.2	Monorail system - embankment section 2.2 - double shift	10 d	30 Oct '25	14 Nov '25
170	5.6.2.2	Monorail system - embankment section 2.3 - double shift	10 d	17 Nov '25	04 Dec '25
171	**5.7**	**Terminal Island Monorail**	**291 d**	**31 Jul '24**	**09 Jan '26**
172	**5.7.1**	**Civil-work**	**159 d**	**31 Jul '24**	**12 May '25**
173	**5.7.1.1**	**Terminal island monorail**	**159 d**	**31 Jul '24**	**12 May '25**
174	5.7.1.1	Preliminary works - Terminal Island	20 d	31 Jul '24	16 Sep '24
175	5.7.1.1	Foundations : drilled pipes - Terminal Island	38 d	16 Sep '24	15 Nov '24
176	5.7.1.1	Columns - Terminal Island	16 d	12 Nov '24	11 Dec '24
177	5.7.1.1	Caps - Terminal Island	16 d	19 Nov '24	18 Dec '24
178	5.7.1.1	Beams - Terminal Island	69 d	19 Dec '24	15 Apr '25
179	5.7.1.1	Roadworks and utility networks - Terminal Island	15 d	16 Apr '25	12 May '25
180	**5.7.2**	**System**	**20 d**	**05 Dec '25**	**09 Jan '26**
181	5.7.2.1	Monorail system - Terminal Island	20 d	05 Dec '25	09 Jan '26
182	**5.8**	**Bay crossing between Terminal Island and Miami Beach monorail**	**629 d**	**25 Sep '23**	**13 Aug '26**
183	**5.8.1**	**Civil-work**	**629 d**	**25 Sep '23**	**13 Aug '26**
184	5.8.1.1	Preliminary works	5 d	25 Sep '23	09 Oct '23
185	**5.8.1.2**	**Section 1 - before Intercoastal Waterway**	**562 d**	**09 Oct '23**	**19 May '26**
186	5.8.1.2	Temporary causeway building - Bay crossing East section1	115 d	09 Oct '23	29 May '24
187	5.8.1.2	Foundations : drilled pipes - bay crossing East section 1	46 d	20 Aug '24	11 Nov '24
188	5.8.1.2	Footing - bay crossing East section 1	8 d	21 Nov '24	10 Dec '24
189	5.8.1.2	Columns - Bay crossing East section1	32 d	14 Nov '24	15 Jan '25
190	5.8.1.2	Caps - Bay crossing East section1	26 d	09 Dec '24	23 Jan '25
191	5.8.1.2	Beams - Bay crossing East section1	59 d	09 Jan '25	11 Apr '25
192	5.8.1.2	Finitions - Bay crossing East section1	15 d	14 Apr '25	08 May '25
193	5.8.1.2	Temporary causeway removal - Bay crossing East section1	60 d	04 Feb '26	19 May '26
194	**5.8.1.3**	**Section 2 - past Intercoastal Waterway**	**480 d**	**30 May '24**	**13 Aug '26**
195	5.8.1.3	Temporary causeway building - Bay crossing East section2	100 d	30 May '24	23 Jan '25
196	5.8.1.3	Foundations : drilled pipes - bay crossing East section 2 - double shift	38 d	24 Jan '25	24 Mar '25
197	5.8.1.3	Footing - bay crossing East section 2	40 d	13 Feb '25	17 Apr '25
198	5.8.1.3	Columns - Bay crossing East section2	24 d	08 Apr '25	15 May '25
199	5.8.1.3	Caps - Bay crossing East section2	18 d	24 Apr '25	22 May '25
200	5.8.1.3	Beams - Bay crossing East section2	43 d	21 May '25	13 Aug '25
201	5.8.1.3	Finitions - Bay crossing East section2	15 d	14 Aug '25	12 Sep '25
202	5.8.1.3	Temporary causeway removal - Bay crossing East section2	50 d	20 May '26	13 Aug '26
203	**5.8.2**	**System**	**32 d**	**12 Jan '26**	**24 Feb '26**
204	**5.8.2.1**	**System section 1**	**17 d**	**12 Jan '26**	**03 Feb '26**



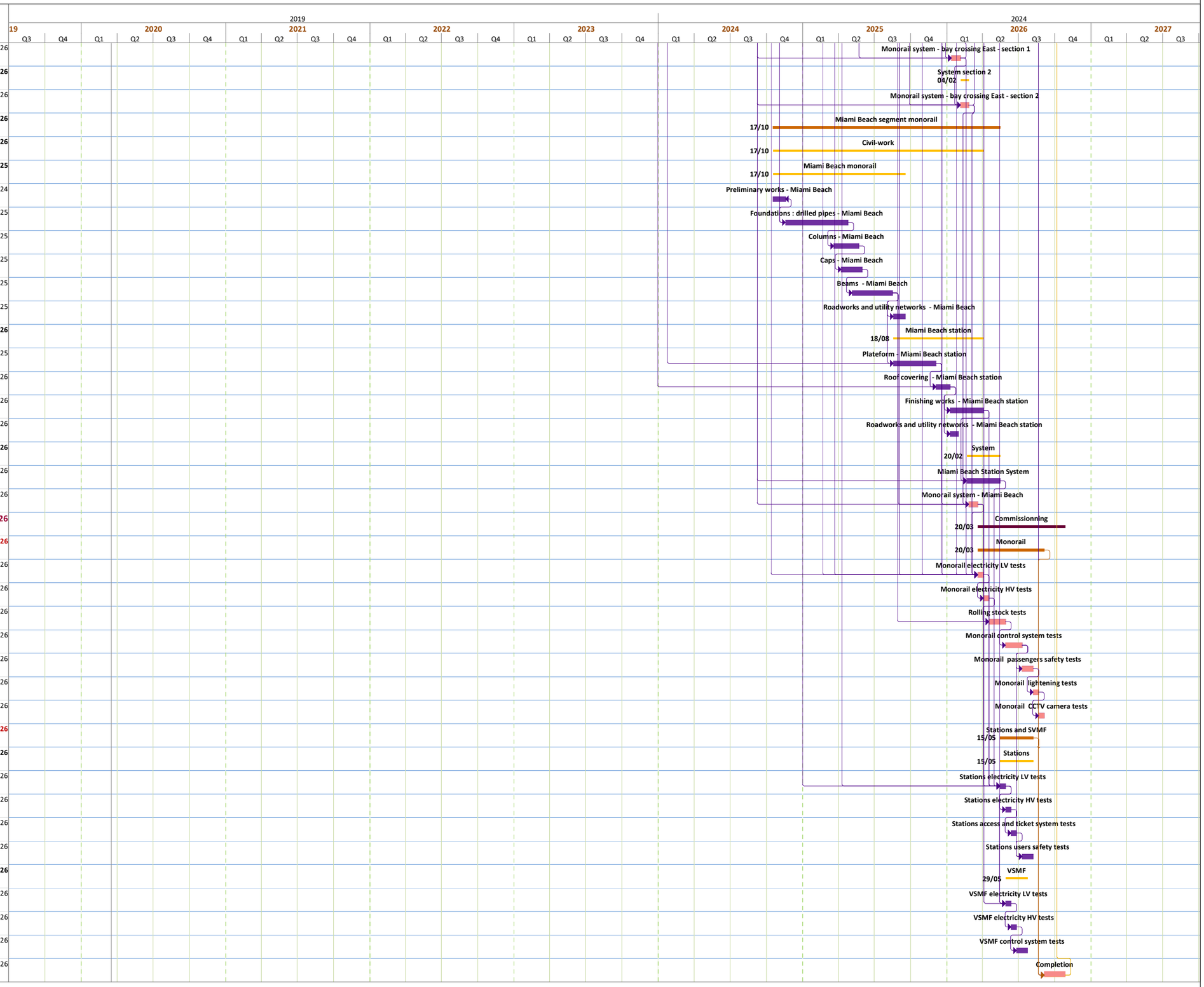
Critical Path

Crated by : C.LARDENOIS
Checked and Updated by : V.BABOLAT

Schedule Rev. AD 16 Sept '20

Miami Beach Monorail - Preliminary Project Schedule

ID	WBS	Nom de la tâche	Duration	Start	Finish
205	5.8.2.1	Monorail system - bay crossing East - section 1	17 d	12 Jan '26	03 Feb '26
206	**5.8.2.2**	**System section 2**	**15 d**	**04 Feb '26**	**24 Feb '26**
207	5.8.2.2	Monorail system - bay crossing East - section 2	15 d	04 Feb '26	24 Feb '26
208	**5.9**	**Miami Beach segment monorail**	**342 d**	**17 Oct '24**	**14 May '26**
209	**5.9.1**	**Civil-work**	**312 d**	**17 Oct '24**	**02 Apr '26**
210	**5.9.1.1**	**Miami Beach monorail**	**187 d**	**17 Oct '24**	**16 Sep '25**
211	5.9.1.1	Preliminary works - Miami Beach	20 d	17 Oct '24	18 Nov '24
212	5.9.1.1	Foundations : drilled pipes - Miami Beach	92 d	18 Nov '24	24 Apr '25
213	5.9.1.1	Columns - Miami Beach	39 d	20 Mar '25	22 May '25
214	5.9.1.1	Caps - Miami Beach	34 d	08 Apr '25	30 May '25
215	5.9.1.1	Beams - Miami Beach	56 d	06 May '25	15 Aug '25
216	5.9.1.1	Roadworks and utility networks - Miami Beach	15 d	18 Aug '25	16 Sep '25
217	**5.9.1.2**	**Miami Beach station**	**140 d**	**18 Aug '25**	**02 Apr '26**
218	5.9.1.2	Plateform - Miami Beach station	60 d	18 Aug '25	03 Dec '25
219	5.9.1.2	Roof covering - Miami Beach station	20 d	04 Dec '25	08 Jan '26
220	5.9.1.2	Finishing works - Miami Beach station	60 d	09 Jan '26	02 Apr '26
221	5.9.1.2	Roadworks and utility networks - Miami Beach station	15 d	09 Jan '26	29 Jan '26
222	**5.9.2**	**System**	**60 d**	**20 Feb '26**	**14 May '26**
223	5.9.2.1	Miami Beach Station System	60 d	20 Feb '26	14 May '26
224	5.9.2.2	Monorail system - Miami Beach	17 d	25 Feb '26	19 Mar '26
225	**6**	**Commissionning**	**157 d**	**20 Mar '26**	**26 Oct '26**
226	**6.1**	**Monorail**	**120 d**	**20 Mar '26**	**03 Sep '26**
227	6.1.1	Monorail electricity LV tests	10 d	20 Mar '26	02 Apr '26
228	6.1.2	Monorail electricity HV tests	10 d	03 Apr '26	16 Apr '26
229	6.1.3	Rolling stock tests	30 d	17 Apr '26	28 May '26
230	6.1.4	Monorail control system tests	30 d	29 May '26	09 Jul '26
231	6.1.5	Monorail passengers safety tests	20 d	10 Jul '26	06 Aug '26
232	6.1.6	Monorail lightening tests	10 d	07 Aug '26	20 Aug '26
233	6.1.7	Monorail CCTV camera tests	10 d	21 Aug '26	03 Sep '26
234	**6.2**	**Stations and SVMF**	**60 d**	**15 May '26**	**06 Aug '26**
235	**6.2.1**	**Stations**	**60 d**	**15 May '26**	**06 Aug '26**
236	6.2.1.1	Stations electricity LV tests	10 d	15 May '26	28 May '26
237	6.2.1.2	Stations electricity HV tests	10 d	29 May '26	11 Jun '26
238	6.2.1.3	Stations access and ticket system tests	10 d	12 Jun '26	25 Jun '26
239	6.2.1.4	Stations users safety tests	20 d	10 Jul '26	06 Aug '26
240	**6.2.2**	**VSMF**	**40 d**	**29 May '26**	**23 Jul '26**
241	6.2.2.1	VSMF electricity LV tests	10 d	29 May '26	11 Jun '26
242	6.2.2.2	VSMF electricity HV tests	10 d	12 Jun '26	25 Jun '26
243	6.2.2.3	VSMF control system tests	20 d	26 Jun '26	23 Jul '26
244	6.3	Completion	37 d	04 Sep '26	26 Oct '26



Critical Path

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The Contractor further agrees to comply with the following Federal requirements

FEDERAL REQUIREMENTS AND PROVISIONS

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

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

Applicability to Contracts
The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down
The No Obligation clause extends to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties.

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

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

2. False Statements or Claims Civil and Criminal Fraud

31 U.S.C. §§ 3801-3812
49 CFR Part 31
49 U.S.C. § 5323(l) (1)
18 U.S.C. § 1001

Applicability to Contracts
The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down
The Program Fraud clause extends to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Access to Third Party Contract Records

49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

Access to Records and Reports

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which

case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required

4. Changes to Federal Requirements

Applicability to Contracts
The Federal Changes requirement applies to all contracts.

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

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

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

5. Termination

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts
All contracts in excess of $10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down
For all contracts in excess of $10,000, the Termination clause extends to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

Refer to the Termination Section contained within the contract documents for project specific requirements.

6. Civil Rights (Title VI, ADA, Equal Employment Opportunity (EEO) except Special Department of Labor (DOL) EEO clause for construction)

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

Applicability to Contracts
The following Federal Civil Rights laws and regulations apply to all contracts.

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

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
   a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

   b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq*. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 *et seq*., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq*., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq*., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

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

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq*., and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/Affirmative Action Plan for

project specific requirements.

7. Special Department of Labor (DOL) Equal Employment Opportunity (EEO) Clause for Construction Projects

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under **41 CFR 60-4.3** and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a) The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b) The contractor will accept as his operating policy the following statement:

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEQ in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days

following their reporting for duty with the contractor.

c) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b) In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c) The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions

reviewed, such corrective action shall include all affected persons.

d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on—the—job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the

contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

   b) Disadvantaged Business Enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

   c) The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of- three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

   a) The records kept by the contractor shall document the following:

      1) The number of minority and non—minority group members and women employed in each work classification on the project;

      2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

      3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

      4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b) The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non—minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

8. Disadvantaged Business Enterprises (DBE)

49 CFR Part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding $250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. *See* 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

Federal Transit Administration website Disadvantaged Business Enterprise page click here

Department of Transportation website Disadvantaged Business Enterprise Program click here

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all sub recipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

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

9. Incorporation of Federal Transit Administration (FTA) Terms

Applicability to Contracts
The incorporation of FTA terms applies to all contracts.

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

Flow Down
The incorporation of FTA terms has unlimited flow down.

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

10. Debarment and Suspension

2 C.F.R. part 180
2 C.F.R. part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Background and Applicability
A contract award (of any tier) in an amount expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Suspension and Debarment

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;
b. Suspended from participation in any federally assisted Award;
c. Proposed for debarment from participation in any federally assisted Award;
d. Declared ineligible to participate in any federally assisted Award;
e. Voluntarily excluded from participation in any federally assisted Award; or
f. Disqualified from participation in ay federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by Miami Dade County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami Dade County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

11. Buy America

49 U.S.C. 5323(j)
49 CFR Part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than $150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: The Federal Transit Administration's Buy America website.

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

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

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

12. Resolution of Dispute, Breaches or other litigation

FTA Circular 4220.1F

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

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

Refer to Dispute Resolution Requirements contained within the contract documents for specific requirements.

13. Lobbying

31 U.S.C. 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 CFR Part 20

Applicability to Contracts
The Lobbying requirements apply to all contracts and subcontracts of $100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions.

Flow Down
The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Flow Down
The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.Disclosure Act of 1995 who has made lobbying contacts on behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. Clean Air Act and Federal Water Pollution Control Act

42 U.S.C. §§ 7401 - 7671
33 U.S.C. §§ 1251 - 1387
2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts
The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding $150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down
The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

15. Cargo Preference

46 U.S.C. 55305
46 CFR Part 381

Applicability to Contracts
The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down
The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference – Use of United States Flag Vessels

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

16. Fly America

49 U.S.C. §40118
41 CFR Part 301-10
48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

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

Fly America Requirements

a. *Definitions.* As used in this clause—
    i. "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States areas. "United States" means the 50 States, the District of Columbia, and outlying "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

ii. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

iii. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

iv. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

v. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

17. Davis-Bacon Act

Refer to Davis Bacon General Decision Section for project specific requirements.

18. Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount

that is not greater than $100,000." 40 USC 3701(b)(3)(A)(iii).

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

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

19. Copeland Anti-Kickback Acts

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

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

20. Bonding

2 C.F.R. § 200.325
31 C.F.R. part 223

Applicability to Contracts

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

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors

are as follows:

(1) 50% of the contract price if the contract price is not more than $1 million;

(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down
These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

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

21. Seismic Safety

42 U.S.C. 7701 *et seq*.
49 C.F.R. part 41

Applicability to Contracts
The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down
The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety
The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

22. Energy Conservation

42 U.S.C. 6321 et seq.
49 CFR Part 622, subpart C

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

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

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

23. Recycled Products

42 U.S.C. § 6962
40 CFR Part 247
2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

Flow Down

These requirements flow down to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds $10,000.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

24. Conformance with Intelligent Transportation Systems (ITS) National Architecture

23 U.S.C. Section 517(d)
66 FR 1455 et seq.

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307©, 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

25. Americans with Disabilities Act (ADA) of 1990 Access

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

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

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

26. Bid Protests

Protests, Changes and Modifications,

Disputes, Claims, Litigation, and Settlements

The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims using good administrative practices and sound business judgment. The Federal Transit Administration (FTA) also encourages the recipient to use appropriate alternative dispute resolution procedures.

Neither FTA nor the Common Grant Rules relieve the recipient of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

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

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

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

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

Submittal of Federal Affidavits

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

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

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

MIAMI-DADE COUNTY
BUY AMERICA
CERTIFICATE OF COMPLIANCE

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11.

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

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

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

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.

Firm Name_____

Date _____

Signature_____

Printed Name_____

Title _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lower Tier Covered Transactions

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, and Suspension.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

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

(1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C. F. R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

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

_____
Signature of Contractor's Authorized Official

_____
Name and title of Contractor's Authorized Official

_____Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

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

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

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

_____
Signature

_____
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)
By _____ . He / She is personally known to me
(Affiant)
or has presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal (State) _____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

If there are no Lobbying Activities to report, pursuant to 3. U.S.C. 1352, please sign on the N/A line below.

N/A
Signature:_____
Print Name:_____
Title:_____
Telephone No.:_____
Date:_____

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
& AFFIRMATIVE ACTION REQUIREMENTS FOR

REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES

Contract No: _____

ISD Project Number: _____

DESIGN-BUILD SERVICES FOR THE BEACH CORRIDOR RAPID TRANSIT PROJECT

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs", the standards of Best Procurement Practices Manual, and FTA Circular 4220.1E (the Circular).

As a recipient of FTA funding, the Miami-Dade Department of Transportation & Public Works (DTPW) Disadvantaged Business Enterprise (DBE) Program is to carry out and fully implement the ideas of 49 CFR Part 26. Primarily, the DBE Program is to:

1. Ensure that there is a "*leveled playing field*" in DOT assisted contracts,
2. Improve the flexibility and efficiency of contracting opportunities by reducing the burdens on small businesses to compete for contracting opportunities.
3. The DBE program also helps to identify and help remove barriers to the participation of DBE contractors in DOT-assisted contracts, and
4. Ultimately to assist the development of firms that can compete successfully in the marketplace outside of the DBE program.

Therefore, it is the Department's primary objective to ensure that Proposers invite certified DBE firms to have an opportunity to participate in the performance of federally-funded contracts, and for bidders to take all necessary and reasonable steps to make such assurances. DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. FTA Circular 4220.1E defines the requirements a grantee must adhere to in the solicitation, award and administration of its third-party contracts. Such contract awards include the procurement of supplies, services, rolling stock, equipment, construction, and other related services.

Therefore, for this purpose, a _____ percent (____%) DBE goal is assessed to the construction portion of the project. Davis-Bacon Wages (HIGHWAY/ BUILDING) and/or the 2019 Miami-Dade Prevailing Wages shall apply to the construction portion of the project and are included in this package.

Each proposer/bidder and their sub-consultants shall complete the required DBE Forms attached to this Agreement in the Appendices so that DTPW may compile statistics for federal reporting purposes.

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SECTION I: DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS

A. LABOR PROVISIONS

1. Minimum Wages.

a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deduction as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, That the employer's payroll records accurately reflect the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of 29 C.F.R. 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Wage determination

1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, that is not listed in the wage determination and that is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
   a) Except with respect to helpers as defined in 29 C.F.R. § 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
   b) The classification is utilized in the area by the construction industry; and
   c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination;

d) With respect to helpers as defined in 29 C.F.R. § 5.2(n) (4), such a classification prevails in the area in which the work is performed.

2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representative, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of The Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210, who will approve, modify, or disapprove the classification action or will notify the Contracting Officer that additional time is needed, within 30 days of receipt of the request.

3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions including the views of all interested parties and recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination or notify the Contracting Officer that additional time is necessary, within 30 days of receipt of the request.

4) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. § 5.5(a)(i)(1)(B) or 29 C.F.R. § 5.5(a)(i)(1)(c), shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or another third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Department of Transportation and/or MDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor, under this agreement or any other Federal contract with MDC or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States

Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.
    a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated of or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

    b. Payrolls.
        1) The contractor shall submit weekly copies of its complete and accurate payrolls, which must be in accordance with 29 C.F.R. 5.5 (a) (3) (i) and similarly those of its subcontractors. Such payrolls may be submitted on form WH-348 or on any identical form with identical wording, which can be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office; Washington, D.C. 20402.
        2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
            a) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R 5.5. (a)(3)(i) and that such information is correct and complete;
            b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;
            c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash

equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-348 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(b).
4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under 29 C.F.R. 5.5 (a)(3)(ii) available for inspection, copying, or transcription by authorized representatives of FTA or the department of labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. Apprentices and Trainees.
   a. Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full

amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees.

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

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

d. Helpers.
Helpers will be permitted to work on a project if the helper classification is specified on an applicable Wage Determination or is approved pursuant to the conformance procedure set forth in 29 C.F.R. § 5.5(a)(1)(ii). The allowable ratio of helpers to journeymen employed by the contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each contractor's or in each

subcontractor's own work force employed on the job site.) Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 C.F.R. § 5.2(n)(4), shall be paid not less than the applicable wage rate on the Wage Determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

5. Compliance with Copeland Act requirements.

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

6. Contract termination: debarment.

   A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

7. Compliance with Davis-Bacon and Related Act requirements.

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

8. Disputes concerning labor standards.

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

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

10. Overtime requirements.

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

11. Violation; liability for unpaid wages; liquidated damages.

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

12. Withholding for unpaid wages and liquidated damages.

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

13. Safe Working Conditions.

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

14. Non-Construction contracts

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

subcontractor will permit such representatives to interview employees during working hours on the job.

15. Subcontracts.

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

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

1. The Offeror's or Proposer's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals and timetables for minority participation:

        Timetable Trade Goal (percent)

        Until further notice All 39.5

    b. Goals and timetables for the utilization of women:

        Timetable Trade Goal (percent)

        Until further notice All 6.9

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

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

of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Miami-Dade County, Florida.

C. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246 as amended by Executive Order 11375):

1. As used in these Specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. Except for Section III of these Affirmative Action Requirements, "minority" includes:

(1) *Black*: A person having origins in any of the black groups of Africa;
(2) *Hispanic*: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;
(3) *Portuguese*: A person of Portuguese, Brazilian or other Portuguese culture of origin, regardless of race.
(4) *Asian American*: A person having origins in any of the original peoples of the Far East Southeast Asia, the Indian subcontinent or the Pacific Islands;
(5) *American Indian and Alaskan Native*: A person having origins in any of the original peoples of North America.
(6) Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of this Section I. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in Notice Form, and such Notices may be obtained from any office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither shall the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under I.B.7 above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meetings its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings,

persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (I.B.7.a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these

specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 as amended.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph I.B.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records

satisfy this requirement, contractors shall not be required to maintain separate records.

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

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

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

C. NONDISCRIMINATION (General)

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

D. NONDISCRIMINATION: ("Equal Opportunity Clause")

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take

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

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, marital status, handicap, place of birth, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, as applicable, a notice to provided contractors advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by MDC and Compliance Review Agencies for purposes of investigation to ascertain compliance with such rules, regulations and orders. Reports shall be submitted quarterly or as MDC may require.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, or orders, of the Secretary of Labor, or as otherwise provided by law.

6. The Contractor will include all of these paragraphs A through C and D1 through D6 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as MDC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by MDC, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Note: FTA directs MDC, and MDC does require each contractor or subcontractor to include the above paragraphs A through C and D1 through D6 in each of its contracts.

E. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services;

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

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

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

F. LIAISON OFFICER

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

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

A. **DEFINITIONS**: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the bid documents):

1. *Monthly Utilization Report* - A monthly report in the form annexed to this Provision, containing certain information with respect to work to be performed by DBE Contractors.

2. *Affirmative Action* - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.

3. *Affidavit of No Change*- an affidavit from a certified DBE, affirming that the DBE continues to meet the eligibility criteria of 49 CFR Part 26.

4. *Board* - Board of County Commissioners, Miami-Dade County, Florida.

5. *Challenge* - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.

6. *Commercially Useful Function* – When a DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself, in light of industry practices and other relevant considerations. If, MDC has any reason to believe that a firm, while an eligible DBE, is not performing a commercially useful function in a particular transaction, the contractor will not receive credit toward the goal.

7. *Compliance Monitor* - A person designated by the Director of MDC to assist and to make recommendations to MDC with respect to compliance with this Provision.

8. *Contract* - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful proposer, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.

9. *Contract Goal* - DBE participation goal established by the Board of County Commissioners for this Contract solicitation.

10. *Contract Price* - the total bid price of the successful proposer as awarded by the Board of County Commissioners.

11. *Contracting Officer* - The Director of the Miami-Dade Transit or his/her designee.

12. *Contracting Opportunity* - Any decision by the Miami-Dade Transit or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

13. *DBE Certification Letter* - A letter issued to a firm by the State of Florida Unified Certification Program (UCP) certifying member or agency, declaring that the firm is certified as a DBE.

14. *DBE Directory* - a registry of DBEs that are certified by Miami-Dade County, published to aid in the location of certified DBE.

15. *Disadvantaged Business Enterprise* or DBE A "for-profit" small business concern
    a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and

    b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

16. *Goal* – a percentage of the total contract price that is to be expended with certified DBE

17. *Letter of Intent* a letter, in the form annexed to this Provision, to be signed by a DBE with respect to certain work under the Contract.

18. *Manufacturer* - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade Transit, Contractor, or Transit Vehicle Manufacturer.

19. *MDC* - Miami-Dade County, Dade County or the County or Miami-Dade Transit or MDT as referred to in the Contract Documents.

20. *Primary Recipient* - A grantee who receives DOT financial assistance and passes all or some of the assistance on to a subrecipient.

21. *Proposer* - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a bid for construction work.

22. *Qualified* - a Contractor is qualified to do specific work if it meets all of the following criteria:

    a. It has or is able to obtain any and all licenses required to do such work;
    b. It has the necessary experience, organization, technical qualifications skills and facilities to do such work;
    c. It is able to comply with the performance schedule reasonably needed for such work;
    d. It does not have an unsatisfactory record of integrity, judgment and performance;
    e. It is able to meet the applicable equal employment opportunities requirements, and
    f. It is not otherwise ineligible to perform such work under applicable laws and regulations.

23. *Recipient* - means any entity, public or private, to which financial assistance from the U. S. Department of Transportation (DOT) is extended whether directly or through another recipient, through the programs of the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA), or who has applied for such assistance.

24. *Regular Dealer* means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

25. *A Small Business Concern*, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

26. *Socially and Economically Disadvantaged Individual* - means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

    a. Any individual who MDC finds to be a socially and economically disadvantaged individual on a case-by-case basis.
    b. Any individual in the following groups, members of which are rebuttabaly presumed to be socially and economically disadvantaged:

        (1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

        (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

        (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

        (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

        (5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

        (6) Women;

        (7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

27. *Schedule of Participation* by DBEs a schedule, in the form annexed to this Provision, containing certain information with respect to work to be performed by DBEs. It is the schedule that lists the Certified DBEs with which the proposer intends to subcontract with, specifying price, a proposed timetable stating commencement and completion dates, and other information as may be outlined on the schedule.

28. *Sub recipient* - Any entity that receives Federal financial assistance from FTA through a primary recipient.

29. *Successful proposer* - the proposer to which the Contract is awarded.

30. *Transportation Improvement Program* (TIP) means an annual or biennial listing of capital and operating assistance projects proposed for funding by FTA.

31. *Unavailable* - a Contractor is unavailable to do specific work if:

a. It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a bid or proposal to do such work or to decline intelligently an opportunity to formulate such a bid or proposal; and

b. It does not intend, or is unable, to make a bid or proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.

32. *Unified Planning Work Program* (UPWP) - A listing of planning projects proposed for funding by FTA.

33. *U.S. Department of Transportation Regulations* - the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.

B. **UTILIZATION OF DBES**:

1. Affirmative Action Obligation

All projects, with Federal Funding.

a. Policy. MDC is committed to carry out the DBE Program and to meet the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDC's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDC's DBE program is narrowly tailored in accordance with applicable law. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

b. Obligation. The proposer, DBE or otherwise, agrees to ensure that DBE, as defined in 49 CFR Part 26 and this Provision, are given the opportunity to participate in the performance of this contract for it is financed in whole or in part with Federal Funds. Consequently, the contractor shall take all necessary and reasonable steps pursuant to 49 CFR Part 26 and this Provision to ensure that DBEs have the opportunity to compete for and perform on this contract. Additionally, the proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

All determinations of compliance or non-compliance of the proposer with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. DBE Goal

A "Stated Goal" is a portion of the total contract dollar amount that a prime contractor is expected to expend through subcontracts with DBE firms. For the purpose of this contract, such goal is twenty-four (24%) PERCENT for the CONSTRUCTION portion, and a five percent (5%) DBE goal will be applied to the A/E portion of the project.

3. DBE Contractor/Bidder/Proposer

   A Bidder or Proposer which is itself a DBE Contractor may, subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision, achieve the stated goal by performing work with its own forces a value at least equal to the percentage goal.

4. Title VI Compliance (Civil Rights Act of 1964)

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

   a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

   b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

   c. 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

   d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

   e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

      (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or

      (2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4(a) through III.B.4(f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. **REQUIREMENTS PRIOR TO CONTRACT AWARD**

1. The following DBE forms shall be completed and turned in with the Prime's bid-submittal. The forms are located in the Appendices of this Agreement.
   (1) Prime and Subcontractor Information Form - executed by the prime and subcontractor.
   (2) Certification of Assurance – executed by the prime.
   (3) Schedule of Participation – executed by the prime.
   (4) Each DBE shall submit to its prime bidder, a completed and signed:
      a) DBE Contractor Identification Statement.
      b) DBE Affidavit of No Change, indicating that since the firm has been certified that it continues to meet the DBE eligibility requirements of U.S. DOT, 49 CFR Part 26, and the U.S. Small Business Administration, 13 CFR Part 21. This form shall be completed by DBE's and is due at bid-submittal.
      c) Letter of Certification or other document from the Miami-Dade County's Small Business Development, or the Uniform Certification Program (UCP) for each proposed DBE firm showing that the firm possesses a currently valid certification as a Disadvantaged Business Enterprise.
      d) Letter of Intent by each DBE listed in the Schedule of Participation indicating readiness to perform the work described for the amounts stated in the Schedule for Participation.

NOTE: Proposers who fail to submit all forms may be found non-responsive by MDC.

2. Complete registration in Miami-Dade County's DTPW-Disadvantaged Business Enterprise (DBE) Compliance Software, please go to: **https://dtpw.eComply.us.** Be sure to disable your pop-up blocker settings, and utilize Google Chrome or an updated browser.
   - **New Users**: To obtain your USER NAME and PASSWORD,

please utilize this link https://dtpw.ecomply.us/LogOn and click "**Create One**" from the home screen. When prompted, please enter the department code as: **DTPW**.

- **Returning Users**: If a user-name (email address) and password was created in the previous software, request a password reset.
    - Send an email to support@ecomplysolutions.com providing the log-in information that was previously used. eComply support will email a temporary password to access the system.
    - Using the temporary password, log into the software. Click the Setup tab on the top left. Under Account Settings, click Change Password. Enter the temporary password that was provided, your new password and click "**Change Password**" again.

- If this information is not available, please contact the support desk at (855) 496-9526 or support@ecomplysolutions.com.

The HELP menu option provides access to a user manual that instructs the vendor on the system's use. Additionally, to further assist you in registering, a "Quick Steps" flyer is located in the appendix of this document.

DBE Determination

In keeping with 49 Code of Federal Regulations (CFR) Part 26- this office recommends a race-conscious DBE goal of twenty-four percent (24%) DBE goal is assessed to the construction portion of the project, and a five percent (5%) DBE goal will be applied to the A & E portion of the project. Davis-Bacon Wages (HIGHWAY/ BUILDING) and/or the 2019 Miami-Dade Prevailing Wages shall apply to the construction portion of the project and are included in this package.

Proposers should make full use of certified DBE firms listed in the Unified Certification Program (UCP) website:
(https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/)

The following representation of NAICS Codes are provided for your consideration when selecting DBE's: 236220, 237110, 237310, 238150, 238210, 238330, 238910, 238990, 314910, 327390, 334514, 541512, 561730, 561990, and 562910.

3. **After Opening of Bids**:

a. Good Faith Effort.

(1) When MDC establishes a DBE goal on a DOT-assisted contract, it requires a proposer, as a condition of responsiveness, to make good faith efforts to meet the goal. The proposer can meet this requirement in either of two ways.

a) The proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT can be used for this purpose.

b) If the proposer does not meet the DBE goal, it can document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT may be used as part of this documentation. Information sufficient to satisfy MDC that the proposer has made good faith effort must be submitted to the Clerk of the Board located on the 17th floor of the SPCC Building, 111 NW 1st St., Miami, Florida 33128 by 4:30 p.m. on the second business day following the opening of bids.

(2) In any situation in which MDC has established a contract goal, MDC will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDC will make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. MDC will consider the quality, quantity and intensity of the different kinds of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDC emphasizes that the determination concerning the sufficiency of the proposer's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(3) MDC does not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, providing the proposer makes an adequate good faith efforts showing. MDC will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of types of actions which the proposer should consider as part of its good faith efforts to obtain DBE participation. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the

solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

d) (i) Negotiating in good faith with interested DBEs. It is the proposers' responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by MDC or contractor.

g) Making efforts to assist interested DBEs in obtaining necessary equipments, supplies, materials, or related assistance or services.

h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(1) In determining whether a proposer has made good faith efforts, MDC may take into account the performance of other proposers in meeting the Contract goal. For example, when the apparent successful proposer fails to meet the contract goal, but other proposers meet it, MDC may reasonably raise the question of whether, with additional reasonable efforts; the apparent successful proposer could have met the goal. If the apparent successful proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other proposers, MDC may view this, in conjunction with other factors, as evidence of the apparent successful proposer having made good faith efforts.

(2) Good Faith Efforts (Invitation for Bid/Request for Proposal). Good faith efforts, under the Invitation for Bid (IFB) method of procurement, to be considered must have been carried out prior to bid opening. Under a Request for Proposal (RFP) or similar method, good faith efforts must have been accomplished prior to receipt of best and final offers. MDC may request any other information as may be required to determine the listed DBE's qualification.

(3) Agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited. The listing of a DBE by a proposer on its Schedule shall constitute a representation by the proposer that such DBE is Qualified and Not Unavailable, and a commitment by the proposer that if it is awarded the contract, it will enter into a subcontract with such minority contractor for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision.

5. Selection Criteria to Ensure that Prime Contracts Are Awarded to Proposers that Meet the DBE Goal or Demonstrate Good Faith Efforts to Meet the DBE Goal.
   a. If any one proposer meets or exceeds the Contract Goal, MDC may take into consideration whether proposers who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.
   b. MDC reserves the right to award the Contract to a proposer prior to making a final determination as to the DBE status or qualification of a firm listed on the proposer's Schedule. If the DBE status of a firm listed on the proposer's Schedule is disapproved after contract award, the proposer shall remain bound by procedures under Section III.D.
   c. DBE Participation shall be counted toward meeting the DBE Goal as follows:

      (1) Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c. (2) through III.C.2.c. (4). (49 CFR 26.55(a)).

(2) MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. (26, 55(b))

(3) MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. (26.55(c))

(a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the proposer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(b) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

(4) MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(a) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(b) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

6. Determination of Compliance

The total price for work to be performed by DBEs as indicated in the Proposer's Schedule of Participation by DBEs is required to be sufficient to fulfill the stated goal, unless the Proposer shall demonstrate adequate good faith efforts as provided in III.C.2.c.

7. Award of Contract

MDC shall not award a contract to any Proposer which it determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Proposer or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

8. Procedures for Determination of Compliance

Provided the proposer shall have submitted completed forms and information required by Section III.C.1. of this Provision, and its proposal is otherwise responsive to the solicitation, and it is determined by MDC that no proposer with DBE Participation has offered a reasonable price who can demonstrate that it has made sufficient reasonable efforts to meet the DBE contract goal, the proposer who failed to obtain appropriate DBE

Participation, but has the lowest reasonable price shall be provided an opportunity to participate in the proceedings set out in this Section III.C.3.

The Proposer's failure to submit completed forms and information as required can neither be cured by supplementary submittals and testimony at hearings, nor shall the non-responsiveness of the bid on account thereof be waived, negotiated or compromised. A proposer shall not be foreclosed from participating in the proceedings provided in this Section because the Disadvantaged Business Enterprise status, non-qualification or unavailability of a Contractor as shown in the bid submitted is questioned by the Compliance Monitor. Further, a Proposer shall not be foreclosed from said proceedings merely because the Compliance Monitor questions the reasonableness of the effort required by these Sections.

i. Investigation and Recommendation by Compliance Monitor.

In the event that the Proposer has not met the stated goals, and has submitted the good faith efforts extended by the Proposer to meet the stated goal, the Compliance Monitor may require that the Proposer meet with the Compliance Monitor at the Department of Transportation and Public Works, 701 N.W. 1st Court, Suite 1700, Miami, FL 33136, phone 305/375-1962, or such other place as the Compliance Monitor may designate.

The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the proposer's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the proposer. At this meeting the proposer has an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the proposer shall produce in writing at this meeting the information required in III.C.2.c, including the following:

(4) A detailed statement of the efforts made to contact and negotiate with DBEs, including:

(a) The names, addresses and telephone numbers of DBEs who were contacted;

(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and

(c) a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached;

(5) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;

(6) As to each DBE contacted but which the proposer considered to be not qualified, a detailed statement of the reasons for the proposer's conclusion;

(7) As to each DBE contacted but which the proposer considered to be unavailable, either

(a) A written statement from the DBE that it is unavailable, or

(b) A statement from the proposer that the DBE refused to give such written certification after reasonable request, and a detailed statement from the proposer of the reasons for the proposer's conclusion that the DBE was unavailable (the Statement may be used for this purpose where appropriate);

(8) Attendance at a pre-bid meeting, if any, scheduled by the proposer to inform DBEs of subcontracting opportunities under a given solicitation;

(9) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before bids or proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).

(10) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or MDC; and

(11) Written notification to DBEs that their interest in the contract is solicited.

The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

Not later than fifteen (15) days after given notice of his initial meeting with the proposer, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

i. Determination by MDC. Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the proposer a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the proposer may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the proposer's compliance with this Provision. The Contracting Officer may request such further information from the proposer as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the proposer. The Contracting Officer may also conduct informal conferences, to which the proposer shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the bid of such proposer complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the proposer. A copy of such determination shall be sent to the proposer.

Such determination shall not affect the power of the Board of County Commissioners to reject the proposer's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

ii. Consideration of Other Bids. If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the bids of one or more additional proposers at the same or different times with each such proceeding to be separately conducted.

iii. Failure of proposer to Participate. The proposer will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

9. Substitution of DBEs for those Listed in the Schedule for Participation

A proposer may change information required by this provision from that provided in its Schedule of Participation of DBE only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

a. Although listed by a proposer in good faith, a Contractor appearing on the proposer's Schedule is not a DBE, is not qualified or is unavailable and that,
b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE, the proposer will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the proposer shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its bid or proposal submission. For the purpose of determining the proposer's compliance with this Provision, the revised list of DBEs shall be considered. However, a failure by a proposer to make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the proposer. If a proposer is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the proposer to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

a. The successful proposer/contractor shall enter into subcontracts corresponding in all respects to the proposed agreements listed on the contractor's Schedule for Participation by DBEs included in its bid or proposal with substitutions authorized under this Provision. The contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be

paid to, the DBE thereunder without in each instance the prior written approval of the Contracting Officer.

b. In addition to the requirement in paragraph (a) above, Section III (D) (1), no DBE subcontractor should subcontract any part of its contract without prior written consent from the Contracting Officer.

c. MDC retains the right to approve or disapprove any subcontract with a DBE proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the contractor shall propose for approval another subcontract with the same DBE, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the contractor shall be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts

If prior to execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE which is to enter into such subcontract has become not Qualified, or that the DBE has unreasonably refused to execute the subcontract, the contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. **Determination of Excuse of Rightful Termination**

If the contractor at any time submits a written request to the Contracting Officer under the provisions of either Section III.D.1. or Section III.D.2., the Contracting Officer, as soon as practicable, shall determine whether the contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the contractor upon notice, an opportunity to present pertinent information and arguments.

d. **Alternative Subcontracts**

If the contractor is excused from proposing a subcontract under Section III.D.1. or from executing a subcontract under Section III.D.2.a., or rightfully terminates a subcontract under Section III.D.2.b. and without such

subcontract the contractor will not achieve the stated level of DBE participation on which the contract was awarded, the contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE or Contractors for a contract price or prices totaling not less than the contract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The contractor shall be deemed to satisfy the requirements of this Section III.D.2.d. if:

(1) it shall propose and enter each such alternative subcontract for the same work; or

(2) it demonstrates to the satisfaction of the Contracting Officer that it has made every reasonable effort to contact and negotiate with DBEs in an attempt to subcontract such work, but that it was unable to subcontract the work because DBEs were

(a) Not Qualified;

(b) Unavailable; or

(c) although Qualified and not Unavailable, unwilling or unable to propose a price for such work equal to or less than the greater of the price originally scheduled for such work (less all amounts previously paid therefor), or the price stated in another bona fide proposal, of which such DBEs had knowledge, submitted by another contractor to which the contractor proposes to subcontract such work; or

(3) it shall propose and enter into subcontracts with another qualified DBE or Contractors, for prices totaling the price originally scheduled for such work (less all amounts previously paid therefor) for the performance of other work not included in its Schedule as it may be modified according to this Provision.

In any situation covered by this Section III.D.2., the Compliance Monitor shall promptly meet with the contractor and provide it an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, as promptly as practicable, recommend to the Contracting Officer whether the contractor should be determined to be in compliance with these requirements.

The Compliance Monitor may require the contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. A copy of the Compliance Monitor's recommendation shall be promptly hand delivered or sent by registered mail to the contractor. The Compliance Monitor shall not make his recommendation under this paragraph without giving the contractor notice and an opportunity to present pertinent information and arguments. MDC will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the contractor's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, as he in his discretion may determine, will reply to the contractor's written objection within ten (10) working days of receipt of these objections.

3. **Continued Compliance** - MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The contractor shall permit MDC to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

Sanctions for Violations:
If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

4. DBE Reporting Requirements

The Contractor shall submit every so often reports of payments made to all subcontractors, including DBEs in this project.
a. Quarterly Reports

Within 15 days of the end of the quarter which the report is for, the contractor shall submit quarterly reports of payments made to all its subcontractors, accompanied by proof of payments made only to its DBEs, pursuant to the schedule outlined on the Quarterly Report Form. Such proof of payments may be copies of canceled checks to and/or signed affidavits from the subcontractors, affirming receipt of specific payments.

5. Prompt Payment

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

(1) The following correct information constitutes a proper invoice and is required as payment documentation:
   a. Name of Subcontractor;
   b. Invoice date;
   c. Invoicing period;
   d. MDT Contract number;

e. Subcontractor's invoice number; account number; and/or any other identifying number agreed by contract;
f. Description and nature of work completed;
g. Taxpayer Identification Number (TIN);
h. Bank Information; and/or EFT and Financial EDI Statements
i. Contact person's name, title and Telephone Number.
j. Other substantiating documentation, information required by contract.

(2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the contractor. If the contractor fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subcontractor shall control.

(3) The Prime Contractor shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime contractor.

(4) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime contractor or subcontractor from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(5) In the event of a payment dispute, the contractor and subcontractor may withhold the disputed portion of any such payment, if the contractor, or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

(6) The Prime and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.

(7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the contractor and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the contractor. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Contractor, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subcontractor, then interest shall begin to accrue as of the original date the payment became due.

(8) The prime contractor may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

(9) If a payment request or an invoice is rejected under subsection (9) and the subcontractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected

payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.

(10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

(11) Late payment interest penalties shall be paid without regard to whether the subcontractor has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.

(12) The Prime and subcontractor in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.

(13) A provision in an agreement between a subcontractor and a contractor is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime contractor to the subcontractor or of the subcontractor to the contractor, arising under this subsection.

APPENDIX OF FORMS

PRIME AND SUBCONTRACTORS INFORMATION FORM
CERTIFICATION OF ASSURANCE FORM
SCHEDULE FOR PARTICIPATION
DBE CONTRACTOR IDENTFICATION STATEMENT
DBE AFFIDAVIT OF NO CHANGE
LETTER OF CERTIFICATION
LETTER OF INTENT (*To be completed by the DBE Contractor, Suppliers, and/or consultant*.)
MONTHLY UTILIZATION PROGRESS REPORT (*Due after the contract has commenced*.)

DBE CONTRACTOR IDENTIFICATION STATEMENT

1) Name of DBE Contractor _____

2) Year business established_____

3) Address and telephone number_____

_____

4) DBE Type: Women_____ Black_____ Hispanic_____ Other (specify)_____

All DBEs must show ownership percentage by gender-- Male_____% Female_____%

5) Name of principal officer _____

6) Principal type of work_____

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A.	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____	_____

If additional space is needed, please use another sheet. (Continued on Page 2)

DBE CONTRACTOR IDENTIFICATION STATEMENT
DTPW's DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a)?

NO _____ YES _____, Certified as an 8(a) Contractor (date)_____

11) Date certified as a DBE _____ Cert. No._____ Expires_____

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

_____ _____
Authorized Signature **Print Name**

_____ _____
Title of Official **Date**

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: *Prime must complete a form for itself and each subcontractor. An authorized representative of each firm must complete and sign this affidavit.*

BIDDER INFORMATION

Firm Name _____F.E.I.N.* _____

Year Founded (XXXX) _____ Ethnicity _____ Gender _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Annual Gross Receipts: Under $500k_____ Over $500k_____ Over $1Million _____ Over $5Million _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTY

INDICATE APPROPRIATE NORTH AMERICAN INDUSTRTY CLASSIFICATION SYSTEM (NAICS) CODE:

Construction (23): Building-- _____ Heavy-- _____ Specialty Trades-- _____

Professional Services (Architectural, Engineering, Accounting, etc.) (54) _____

Goods, Equipment and Non-professional Services (31-33, 81, etc.) _____

CERTIFIED DBE:

Certificate Anniversary Date: _____/_____/_____

AFFIDAVIT

I certify that I am an authorized representative of the above-named firm.

_____	_____	_____	_____
Signature	**Print Name**	**Title**	**Date**

For MDC Use Only: Was the subject bid awarded to this bidder? Yes _____No _____

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____%

MIAMI-DADE COUNTY
DBE AFFIDAVIT OF NO CHANGE

I, _____, swear[1] (or affirm) that there have been no changes in (name of firm) _____ circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with (name of firm)_____ application for certification, except for any changes about which I have provided written notice to Miami-Dade County, pursuant to 49 CFR § 26.83(i).

I swear that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further swear (or affirm) that my personal net worth does not exceed $1,320,000.00, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I specifically swear (name of firm) _____ continues to meet the Small Business Administration (SBA) business size criteria and the overall gross receipts cap of 49 CFR Part 26 and (name of firm) _____'s average annual gross receipts (as defined by SBA rules) over the previous three fiscal years do not exceed $23.98 million. I will provide size and gross receipts documentation to support this affidavit, immediately upon Miami-Dade County's request.

*Signature*_____ *Date* _____
On this___ day of_____, 2015, before me appeared (name)_____, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(SEAL/STAMP)

Notary Public _____ Commission Expires_____

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $ _____

Proposed Commencement Date:_____ Proposed Completion Date: _____

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $_____

Proposed Commencement Date:_____ Proposed Completion Date: _____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $_____

Proposed Commencement Date:_____ Proposed Completion Date: _____

DBE Firm (4):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $ _____

Proposed Commencement Date:_____ Proposed Completion Date: _____

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the

above firms to do the work listed above on project _____

_____ , as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

_____ _____

Authorized Signature Print Name and Title Date

_____

Name of Contractor

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: _____ and Miami-Dade County
(*Name of Prime Contractor*)

From: _____
(*Name of DBE Firm*)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor _____

Project Name_____ _____

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____

Item/Supply Description	Quantity	Dollar Amount
_____	_____	_____
_____	_____	_____

_____ _____
Authorized Signature **Title**

_____ _____
Print Name **Date**

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **BUILDING**

Building Construction generally is the construction of sheltered enclosures with walk-in access or for housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade.

Note: Where multiple construction is "incidental" in function, the construction is considered a part of the building project for wage determination purposes.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors, Optional Use)

2020

Revised Copy Posted February 3, 2020

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SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of § 2-11.16 *et seq.*, Code of Miami-Dade County (the "Code"), pertaining to Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Conditions is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees
7. Other State and Federal Wage Laws

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the combined dollar value (hourly rate and benefits) listed in the Wages and Benefits Schedule for work being performed. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be no less than those contained in the Wages and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wages and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceeds the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

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

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee as an increase to their base pay.

Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

Payments made irrevocably to a trustee or third party pursuant to a bona fide fringe benefit fund, plan or program for health, life, death and dismemberment, dental, vision insurance and retirement/pension can be credited towards meeting the required wages. These payments must be made not less often than quarterly. Annual payments to a fringe benefit fund, plan or program will not be accepted.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Classification Not Listed in the Wage Schedule

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact Small Business Development. Questions concerning the comparability of worker classifications or the applicability of Davis Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Neither the contractor nor any subcontractor on the project may terminate an employee

performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wages and Benefits Schedule is a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B below. Contractors must pay all back wages and penalties on previous contracts before being awarded or participating on a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to twenty percent (20%) of the first underpayment; forty percent (40%) of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to sixty percent (60%) of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required, and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor and all subcontractors must keep accurate written records, signed under

oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 “Apprentices and Trainees”.

B. LCPtracker

Each contractor and every low-tier subcontractor is required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCPtracker, a web-based Certified Payroll Management System (www.lcptracker.net). The system is managed by Small Business Development (“SBD”), a division of the Internal Services Department. The use of the system is **mandatory**, pursuant to Miami-Dade County Ordinance No. 18-33.

Each contractor and subcontractor on applicable contracts will be provided a username and password to access LCPtracker system. Use of the system will involve data entry of weekly payroll information including: employee name, social security number, trade classification, total hours and fractions of hours for every type of trade classification work performed on the project, and wage and benefits paid. LCPtracker’s software can also interface with most payroll and accounting software programs that are capable of generating a CSV (comma delimited file). If your program does not have this capability, LCPtracker may be able to build an interface to communicate with your accounting software.

Hands-on training sessions for the LCPtracker system is available. To RSVP, please visit https://mdcsbd.gob2g.com/events.asp and select the training session you would like to attend.

If you are not able to attend a training class in person, there are other free training options available for contractors:

Option 1: Web-Based Training Sessions. Online and live training sessions facilitated by members of LCPtracker’s Customer Support Team are offered several times per month. All you need to participate is a computer with internet access, an email address, and access to a phone.

- Go to the LCPtracker Website: www.lcptracker.net
- Enter your username/password
- Select “Book Now” on the Projects tab and register for the Online training sessions

Option 2: Computer-Based Training Courses. Pre-recorded videos can be viewed at any time by logging into the LCPtracker website (www.lcptracker.net) and following these simple steps:

- Enter your username/password
- Select the "Training Materials" link located at the top of the page
- Select Contractor Training Videos

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will investigate the complaint and notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor/subcontractor to the employee on the work and the amounts received by such employee where violations have been found.

Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure, but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce these provisions and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars ($500.00) for each week each employer is found to have violated these provisions.

B. Hearings

A contractor or subcontractor has the right to an administrative hearing to appeal a determination of non-compliance within (30) days of the notice. To request a hearing the contractor or subcontractor must file a written request along with a $250.00 non-refundable filing fee with the County Mayor or his or her designee. Upon timely receipt of a request for an administrative hearing request, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the Hearing Officer and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made

within a reasonable period, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. All apprentices participating on a project must approved in LCPtracker by SBD. LCPtracker will not allow a contractor to enter an apprentice on its certified payrolls until SBD has received and approved the Apprenticeship Certification, which is only valid for 90 days after issuance. To obtain SBD's approval, the Program Sponsor must submit the Apprenticeship Certification to:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the wage rate on the Wages and Benefits Schedule for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be

observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainee or apprenticeship rate.

7. OTHER STATE AND FEDERAL WAGE LAWS

All Miami-Dade County contracts require contractors to comply with all applicable state and federal wage laws including payment of overtime. To obtain information regarding these laws, please visit the U.S. Department of Labor Wage and Hours Division at www.dol.gov/whd.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS				
Cement Mason	$ 13.06	$ 0.70	$ -	**$ 13.76**
Tile Setter	$ 18.01	$ -	$ -	**$ 18.01**

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

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CARPENTERS				
Carpenter	$ 24.40	$ 4.40	$ 5.35	**$ 34.15**
Foreman (5 or more workers one must be a Forman)	$ 26.35	$ 4.40	$ 5.35	**$ 36.10**
Foreman (12 or more workers)	$ 27.33	$ 4.40	$ 5.35	**$ 37.08**
General Foreman (2 or more foremen)	$ 28.30	$ 4.40	$ 5.35	**$ 38.05**
Apprentices:				
1st 6 month period	$ 15.13	$ 4.40	$ 5.35	**$ 24.88**
2nd 6 month period	$ 16.35	$ 4.40	$ 5.35	**$ 26.10**
3rd 6 month period	$ 17.57	$ 4.40	$ 5.35	**$ 27.32**
4th 6 month period	$ 18.79	$ 4.40	$ 5.35	**$ 28.54**
5th 6 month period	$ 20.01	$ 4.40	$ 5.35	**$ 29.76**
6th 6 month period	$ 21.23	$ 4.40	$ 5.35	**$ 30.98**
7th 6 month period	$ 22.45	$ 4.40	$ 5.35	**$ 32.20**
8th 6 month period	$ 23.67	$ 4.40	$ 5.35	**$ 33.42**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

Doors

The unloading, distribution and installation of all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Install all hollow metal jambs and hardware on doors whether they be interior or exterior.

Floor Covering

Carpeting including all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying, stretching, repairing and installation, either by hand or power machine. The installation of resilient flooring to include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with linopaste, glue, mastic or substitute materials. All wood flooring, whether nailed or laid in mastic. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments. The sanding or refinishing of all wood floors either by hand or power machine.

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CARPENTERS, Continued

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Furniture

The loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all components parts, new and refurbished.

Lathing

The prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster or cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster; and all other light iron furring erected to receive lath and plaster. The nailing, typing and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, etc. The tying, nailing, clipping or fastening, mechanical or otherwise, of all types of lath regardless of size, such as wood lath, plasterboard, button board, flaxilinum board, bishopric, celetex, gypsum lath, foam and Styrofoam, rock lath or any and all other types of material erected to receive or hold plaster. The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground of screed for plaster.

Material Procedures

The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks. All power rigging and signaling of Carpenters' materials. The operation and maintenance of small air compressors generators, electric or gasoline power motors for the operation of woodworking machinery. The unloading, handling and distribution of materials erected and installed. by carpenters. All prefabricated, manufactured and finished materials regardless of packing, shall be unloaded distributed and installed by the Carpenters. This shall include, but not be limited to all forms, templates, bolt, cabinets and all materials normally installed by Carpenters. Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures of parts thereof by the use of jack, power rigging or other methods shall be the work. This includes the unloading and setting of modular units and all work related thereto. The assembly and erection of pole and pre-engineered buildings.

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CARPENTERS, Continued

Railing
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Scaffolding
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Sink Tops and Cabinets
The unloading, distribution and installation of all sink tops, cabinets, hoods base and wall units.

Weather and Spray Protection
The fabrication, erection and removal of frames, enclosures of buildings or scaffoldings, the draping of tarps, visqueen or similar coverings when secured by wire, nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

Windows, Walls and Partitions
The installation, erection and/or application of all material component parts of wall and partitions regardless of all materials composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, Te-Blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied; laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work.

The erection of exterior metal studs and the installation windows metal or wood and those attached to metal studs.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used form sound of weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection there with, and the installation of chalkboards, cork and tack boards.

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DRYWALL FINISHERS				
Drywall (Hand Tools)	$ 20.26	$ 5.50	$ 4.70	**$ 30.46**
Drywall (Bazooka Box)	$ 21.26	$ 5.50	$ 4.70	**$ 31.46**
Apprentices:				
1st 6 months	$ 13.17	$ 5.50	$ 1.50	**$ 20.17**
2nd 6 months	$ 14.18	$ 5.50	$ 1.50	**$ 21.18**
3rd 6 months	$ 15.20	$ 5.50	$ 1.50	**$ 22.20**
4th 6 months	$ 16.21	$ 5.50	$ 1.50	**$ 23.21**
5th 6 months	$ 17.22	$ 5.50	$ 1.50	**$ 24.22**
6th 6 months	$ 18.23	$ 5.50	$ 1.50	**$ 25.23**
7th and 8th 6 months	$ 19.25	$ 5.50	$ 1.50	**$ 26.25**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:

$1.00 Charge person working up to 5 employees
$1.50 Charge person working 6 or more employees
$1.00 General Foreman above highest paid charge person

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

Scope of work under this trade includes but is not be limited to: the preparation or leveling of any surface or substrate which is to receive a coating, finishing and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surface for finishes. All stucco and dryvit systems.

APPRENTICE RATIO: One (1) Apprentice to every one (1) Drywall Finishers.

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ELECTRICAL WORKERS				
Electrician - Wiremen	$ 35.36	$ 5.95	$ 5.42	**$ 46.73**
Electrician - Cable Splicer	$ 35.86	$ 5.95	$ 5.50	**$ 47.31**
Welder	$ 35.86	$ 5.95	$ 5.50	**$ 47.31**
Foreman (2)	$ 38.89	$ 5.95	$ 5.95	**$ 50.79**
General Foreman (22 or more Electricians)	$ 42.43	$ 5.95	$ 6.48	**$ 54.86**
Apprentices:				
1st year	$ 17.62	$ 4.47	$ 0.53	**$ 22.62**
2nd year	$ 18.62	$ 4.47	$ 2.91	**$ 26.00**
3rd year	$ 20.62	$ 4.47	$ 3.21	**$ 28.30**
4th year	$ 22.61	$ 4.47	$ 3.51	**$ 30.59**
5th year	$ 26.52	$ 4.47	$ 4.10	**$ 35.09**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $1.00 per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

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

(2) On any job where 3-9 electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated as a foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems , pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear. Pre-fabricated parts and materials shall be unloaded, distributed and installed by employees covered under this trade and working for the electrical contractor. There are no restrictions on an employers utilization of pre-fabricated or pre-assembled parts, fixtures or other materials when obtained from a third party supplier, except as set forth above.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, Cable Splicer or Welders, four (4) Apprentices to (4 to 6) Wiremen, Cable Splicer or Welders, six (6) Apprentices to (7 to 9) Wireman, Cable Splicer or Welders

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ELECTRICAL WORKERS (ELECTRIC SIGN)				
Electrician - Wiremen	$ 35.36	$ 5.95	$ 5.42	**$ 46.73**
Foreman (2)	$ 38.89	$ 5.95	$ 5.95	**$ 50.79**
Apprentices:				
1st year	$ 17.62	$ 4.47	$ 0.53	**$ 22.62**
2nd year	$ 18.62	$ 4.47	$ 2.91	**$ 26.00**
3rd year	$ 20.62	$ 4.47	$ 3.21	**$ 28.30**
4th year	$ 22.61	$ 4.47	$ 3.51	**$ 30.59**
5th year	$ 26.52	$ 4.47	$ 4.10	**$ 35.09**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $2.00 per hour to the per hour wage rate for Electrician working in high places, seventy-five feet (75') above the ground floor except safety-guarded swing stage, walkways, or 2 man remote baskets.

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

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

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, four (4) Apprentices to (4 to 6) Wiremen, six (6) Apprentices to (7 to 9) Wireman

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ELEVATOR CONSTRUCTORS				
Mechanics	$ 45.91	$ 15.73	$ 18.41	**$ 80.05**
Mechanic In Charge	$ 51.65	$ 15.73	$ 18.41	**$ 85.79**
Apprentices:				
Probationary Apprentice/Helper (0 - 6 mo.)	$ 22.96	$ -	$ -	**$ 22.96**
Probationary Apprentice/Helper (6 mo. - 1 yr.)	$ 25.25	$ 15.73	$ 18.41	**$ 59.39**
1st year	$ 25.25	$ 15.73	$ 18.41	**$ 59.39**
2nd year	$ 29.84	$ 15.73	$ 18.41	**$ 63.98**
3rd year & Helpers	$ 32.14	$ 15.73	$ 18.41	**$ 66.28**
4th year & Asst. Mechanics	$ 36.73	$ 15.73	$ 18.41	**$ 70.87**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

(2) Probationary Apprentice/Helper receive health and pension after 1st 6 months.

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

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GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS				
Glazier (Commercial)	$ 23.51	$ 5.50	$ 4.50	**$ 33.51**
Foreman (4 to 10 employees)	$ 24.51	$ 5.50	$ 4.50	**$ 34.51**
Foreman (10 or more employees)	$ 25.51	$ 5.50	$ 4.50	**$ 35.51**
General Foreman	$ 26.51	$ 5.50	$ 4.50	**$ 36.51**
Apprentices:				
First Level	$ 15.27	$ 5.80	$ 0.95	**$ 22.02**
Second Level	$ 16.45	$ 5.80	$ 0.95	**$ 23.20**
Third Level	$ 17.62	$ 5.80	$ 0.95	**$ 24.37**
Fourth Level	$ 18.80	$ 5.80	$ 0.95	**$ 25.55**
Fifth Level	$ 19.98	$ 5.80	$ 0.95	**$ 26.73**
Sixth Level	$ 21.16	$ 5.80	$ 0.95	**$ 27.91**
Seventh Level	$ 22.33	$ 5.80	$ 0.95	**$ 29.08**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

Scope of work under this trade includes but is not limited to: the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, suspended glass systems, louvers, photovoltaic and other collections systems, skylights, entranceways including automatic doors, patio doors, store front, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing systems and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons. Art glass, prim glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures.

The installation of the above systems materials when on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction;

The installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastic and vinyls or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, show-case doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems;

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GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS

The installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all the above;

Bevelers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations;

The selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products;

Any and all transportation, handling, unloading and loading of tools, equipment and materials.

APPRENTICE RATIO: One (1) Apprentice to every one (1) Glazier.

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INSULATORS & ASBESTOS WORKERS				
Insulators or Asbestos Workers	$ 22.05	$ 8.07	$ 6.65	**$ 36.77**
Foreman (1 to 4 workers)	$ 22.55	$ 8.07	$ 6.65	**$ 37.27**
Foreman (5 or more workers)	$ 22.80	$ 8.07	$ 6.65	**$ 37.52**
General Foreman (15 or more workers)	$ 23.55	$ 8.07	$ 6.65	**$ 38.27**
Apprentices:				
1st year	$ 13.89	$ 8.07	$ 6.65	**$ 28.61**
2nd year	$ 15.43	$ 8.07	$ 6.65	**$ 30.15**
3rd year	$ 17.64	$ 8.07	$ 6.65	**$ 32.36**
4th year	$ 19.84	$ 8.07	$ 6.65	**$ 34.56**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
$0.25 for time spent in or on a boatswain chair or swinging scaffold, suspended by cable or ropes.

Employees required on industrial work, to work on a boatswain chair or swinging scaffold suspended by cable or ropes will be paid 5% above the Insulator or Asbestos workers wage rate.

On light Industrial work, Foremen are required for eight (8) workers at a rate of 10% over the Insulators /Asbestos Workers rate. General Foremen will be required when there are one (1) Foreman or more at 15% over the Insulators/Asbestos

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

Scope of work under this trade includes but is not be limited to: the preparation, fabrication, application, alteration, erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control. Exclude is the manufacture or pipe covering and/or fittings in one piece halves or the facing of flexible blanket duct insulation.

Preparation and application of all exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc., shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises.

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

INSULATORS & ASBESTOS WORKERS, Continued

It shall also includes firestopping or fireproofing technicians, & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowel able firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on job premises.

The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application include all components involved in creating the rated barrier at perimeter slab edges and cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.

The unloading and distribution on the job site of all insulation material and related material and equipment, the assembling, dismantling of scaffolding and clean up when necessary.

APPRENTICE/IMPROVER RATIO: One (1) Apprentice/Improver to two (2) Insulators or Asbestos Workers. A one (1) to one (1) ratio is permitted on overtime hours on job sites requiring the work of only two (2) men. For duct work jobs three (3) Apprentices to (1) Insulator or Asbestos Worker.

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IRONWORKERS				
Ironworkers	$ 25.49	$ 5.75	$ 5.40	**$ 36.64**
Foreman (2)	$ 28.04	$ 5.75	$ 5.40	**$ 39.19**
General Foreman (2)	$ 30.59	$ 5.75	$ 5.40	**$ 41.74**
Apprentices:				
1st 6 months - 800 Hours	$ 12.74	$ 5.75	$ -	**$ 18.49**
2nd 6 months - 800 Hours	$ 14.02	$ 5.75	$ -	**$ 19.77**
3rd 6 months - 800 Hours	$ 15.29	$ 5.75	$ -	**$ 21.04**
4th 6 months - 800 Hours	$ 16.57	$ 5.75	$ -	**$ 22.32**
5th 6 months - 800 Hours	$ 17.84	$ 5.75	$ -	**$ 23.59**
6th 6 months - 800 Hours	$ 19.12	$ 5.75	$ -	**$ 24.87**
7th 6 months - 800 Hours	$ 20.39	$ 5.75	$ -	**$ 26.14**
8th 6 months - 800 Hours	$ 21.66	$ 5.75	$ -	**$ 27.41**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
Diving Pay add $40.00 rental plus $5.00 to the Ironworker's wage rate.

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

(2) A foreman is required when two (2) or more Ironworkers are employed by one employer, one shall be a foreman. When the crew exceeds 12 or more, another foreman is required. A general foreman is required if three (3) or more Ironworker Foremen are employed on a job.

Scope of work under this trade includes but is not be limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric), glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types),column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, glazing – caulking – sealants and louvers -fixed.

APPRENTICE RATIO: One (1) Apprentice to four (4) Ironworkers. Ornamental work one (1) Apprentice to two (2) Ironworkers

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.				
LABORERS				
Laborer	$ 16.00	$ 3.90	$ 2.37	**$ 22.27**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 month period	$ 12.80	$ 3.90	$ 2.37	**$ 19.07**
2nd 6 month period	$ 13.60	$ 3.90	$ 2.37	**$ 19.87**
3rd 6 month period	$ 14.40	$ 3.90	$ 2.37	**$ 20.67**
4th 6 month period	$ 15.20	$ 3.90	$ 2.37	**$ 21.47**

Per Hour Premiums:

Laborer Foremen (4 or more laborers) - $1.50 per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - $2.50 per hour on top of the highest paid laborers

$1.50 - Mason and Plaster Tenders, Concrete Placement Patch Men, and Finisher Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air-Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper & Mixers, Cutting Torch, Hydro-Blasting, Chain Saw.

$3.00 - Sidewalks and curb and gutter form builders and setters, Plaster and Concrete Finish and Repair, Loader, Lulls, Forklifts, Bobcats, Water Sewer and Storm Drain Pipe layers, Asbestos Removal, Hazardous Waste, and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T.V. crew should be classified and paid as laborer. The CCTV Operator should receive the $3.00 per hour supplement for Water Sewer & Storm Drain Pipe layers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

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

Scope of work under this trade includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS, Continued

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Erection, dismantling and/pre-installation of all fences.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and Wrecking.

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Guardrail and Fencer Erectors, Rod Carriers and Mowers.

APPRENTICE RATIO: After employing one (1) Laborer, the next laborer employed may be an apprentice, after employing four (4) Laborers, an apprentice shall be employed as the next laborer employed. After the first apprentice is employed, the ratio of Apprentices to Laborers shall not exceed one (1) Apprentice for three (3) Laborers.

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MILLWRIGHTS & MACHINERY ERECTORS				
Millwrights, Machinery Erectors	$ 31.70	$ 4.70	$ 10.73	**$ 47.13**
Diver (2) (wet dry days)	$ 37.99	$ 4.70	$ 10.73	**$ 53.42**

Per Hour Premiums:

$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)
$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)
On wet days, Divers shall be paid the divers rate and penetration pay of $2.00 per foot per day in excess of twenty (20) feet after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st Year	$ 20.61	$ 4.70	$ 10.73	**$ 36.04**
2nd Year	$ 23.78	$ 4.70	$ 10.73	**$ 39.21**
3rd Year	$ 26.95	$ 4.70	$ 10.73	**$ 42.38**
4th Year	$ 30.12	$ 4.70	$ 10.73	**$ 45.55**

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

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

Scope of work under this trade includes but is not be limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

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OPERATING ENGINEERS				
All Cranes 160 Ton Capacity & Over	$ 35.50	$ 4.80	$ 5.00	**$ 45.30**
All Cranes over 15 Tons Capacity	$ 34.50	$ 4.80	$ 5.00	**$ 44.30**
Backhoe-Loader Combination	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Batching Plant	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Bobcat/Skid Steer	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Boring Machine	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Compressor, Above 250 CFM	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Concrete Placing Booms	$ 30.75	$ 4.80	$ 5.00	**$ 40.55**
Concrete Pump, Trailer Mounted	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Concrete Pump, Truck Mounted	$ 30.75	$ 4.80	$ 5.00	**$ 40.55**
Oiler/Driver/Flagman	$ 25.75	$ 4.80	$ 5.00	**$ 35.55**
Dozer	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Dragline	$ 30.75	$ 4.80	$ 5.00	**$ 40.55**
Drill Rig, Truck Mounted Watson	$ 30.75	$ 4.80	$ 5.00	**$ 40.55**
Drill Rig, Truck Mounted, Sterling	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Driver, Miscellaneous Trucks	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Excavator	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Forklift/Lull	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Front-End Loader	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Gradall	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Grader	$ 30.75	$ 4.80	$ 5.00	**$ 40.55**
Hoist (Electric, Hydraulic, Air) Personnel, Material, Tugger	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Inside Elevators, Temporary Only	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Mechanic I	$ 34.50	$ 4.80	$ 5.00	**$ 44.30**
Mechanic II	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Mechanic's Helper	$ 24.50	$ 4.80	$ 5.00	**$ 34.30**
Off-Road Trucks	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Oiler, Crawler Crane	$ 24.50	$ 4.80	$ 5.00	**$ 34.30**
Pavement Breaker	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Pumps/Dewatering Systems, 4 in. and over	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Roller	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Scraper	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Spreading/Finishing Machine	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Straddle Buggy/Travel Lift	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Track Hoe	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Tractors	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Trenching Machine	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Utility Operator, Less than 6 Pieces of Miscellaneous Equipment	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**
Vactor Truck	$ 14.21	$ -	$ -	**$ 14.21**
Welder	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Welding Machines, three (3) or more	$ 23.85	$ 4.80	$ 5.00	**$ 33.65**

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
OPERATING ENGINEERS, Continued				
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 months	$ 13.81	$ 4.80	$ 5.00	**$ 23.61**
2nd 6 months	$ 15.19	$ 4.80	$ 5.00	**$ 24.99**
3rd 6 months	$ 16.57	$ 4.80	$ 5.00	**$ 26.37**
4th 6 months	$ 17.95	$ 4.80	$ 5.00	**$ 27.75**
5th 6 months	$ 19.33	$ 4.80	$ 5.00	**$ 29.13**
6th 6 months	$ 20.72	$ 4.80	$ 5.00	**$ 30.52**
7th 6 months	$ 22.10	$ 4.80	$ 5.00	**$ 31.90**
8th 6 months	$ 23.48	$ 4.80	$ 5.00	**$ 33.28**

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

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

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PAINTERS/WALL COVERING INSTALLATIONS				
Painter - Commercial	$ 16.51	$ 5.10	$ 4.77	**$ 26.38**
Painter - Industrial	$ 20.51	$ 5.50	$ 4.78	**$ 30.79**
Painter (Highway/Parking Lot Striper)	$ 12.13	$ -	$ -	**$ 12.13**
Operator (Spray Nozzleman)	$ 11.16	$ -	$ -	**$ 11.16**
Operator (Striping Machine)	$ 15.07	$ -	$ -	**$ 15.07**

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 10.73	$ 5.10	$ 1.50	**$ 17.33**
2nd 6 months	$ 11.56	$ 5.10	$ 1.50	**$ 18.16**
3rd 6 months	$ 12.38	$ 5.10	$ 1.50	**$ 18.98**
4th 6 months	$ 13.21	$ 5.10	$ 1.50	**$ 19.81**
5th 6 months	$ 14.03	$ 5.10	$ 1.50	**$ 20.63**
6th 6 months	$ 14.86	$ 5.10	$ 1.50	**$ 21.46**
7th and 8th 6 months	$ 15.68	$ 5.10	$ 1.50	**$ 22.28**

Per Hour Premiums:

$1.00 Swing-Stage
$2.00 Thermal-Spay/Metalizing
$1.00 Charge person working up to 5 employees
$1.50 Charge person working 6 or more employees
$1.00 General Foreman above highest paid charge person
$ .50 Apprentices - steel, swing/stage, tanks, lead/asbestos abatement, power facilities, catalyzed epoxies, urethanes, HIPAC coatings

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

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems;

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PAINTERS/WALL COVERING INSTALLATIONS, Continued

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

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

WALL COVERING INSTALLATIONS

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to one (1) Apprentice to every one (1) Painter/Wall Covering Installer.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 25.20	$ 4.15	$ 6.35	**$ 35.70**
Foreman	$ 28.70	$ 4.15	$ 6.35	**$ 39.20**
(All piledriving crews shall consist of at least one paid foreman)				
Divers (Wet days up to 59' or Dry days)	$ 29.65	$ 4.15	$ 6.35	**$ 40.15**
Diver Tenders	$ 29.65	$ 4.15	$ 6.35	**$ 40.15**
Foremen (10 or less) - $2.00 per hour over the Divers rate				
Foreman (11 or more workers) - $ 4.00 per hour over the Diver rate				

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 15.12	$ 4.15	$ 6.35	**$ 25.62**
2nd year	$ 17.64	$ 4.15	$ 6.35	**$ 28.14**
3rd year	$ 20.16	$ 4.15	$ 6.35	**$ 30.66**
4th year	$ 22.68	$ 4.15	$ 6.35	**$ 33.18**

Per Hour Premiums:
$0.50 Certified Welders

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

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or post stressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, offshore drilling platforms of oil, gas, or any other purpose, coal docks, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used, made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles; Test piles and other test materials, including the securing of such materials except for independent testing equipment done by an independent testing laboratory;

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

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

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite. All labor (except the work of the Operating Engineers and Oilers) employed in the actual operation of Piledriving equipment used from whatever purpose, including the operation of deck winches. The operation of vibratory hammer controls, hammer throttle values and panels not permanently fixed to a crane within reach of the Operator work.

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalinization plants; inspecting, surveying , removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter
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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION				
R-1 ALL PIPING NOT FOR AIR CONDITIONING WORK; AND, COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 36.88	$ 6.95	$ 6.35	**$ 50.18**
R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 29.50	$ 6.95	$ 6.00	**$ 42.45**
R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 23.97	$ 6.70	$ 5.40	**$ 36.07**
R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 20.28	$ 6.70	$ 1.40	**$ 28.38**
Foreman (2)	$ 42.41	$ 6.95	$ 6.35	**$ 55.71**
General Foreman (3)	$ 46.10	$ 6.95	$ 6.35	**$ 59.40**
Apprentices:				
1st year	$ 14.75	$ -	$ 0.35	**$ 15.10**
2nd year	$ 16.60	$ 5.70	$ 0.35	**$ 22.65**
3rd year	$ 20.28	$ 5.70	$ 0.35	**$ 26.33**
4th year	$ 22.13	$ 5.70	$ 3.44	**$ 31.27**
5th year	$ 27.66	$ 6.15	$ 3.60	**$ 37.41**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over. A foreman may supervise up to nine (9) Pipefitter, Air Conditioning & Refrigeration Workers.

(3) General Foreman required when 3 foreman are required. A general foreman may supervise up to five (5) foreman.

Scope of work under this trade includes but is not be limited to: All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and aquariums.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under pubic operation.)

The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.

The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc., when used in connection with the pipefitting industry.

Make-up water supply from main to equipment installed by Pipefitters.

All meters for measuring a volume of any substance, when used in connection with the pipefitting industry

The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)

All solar systems, piping and collectors of every description when used in connection with the pipefitting industry

The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.

All gas piping from the main to the meter. All distribution lines.

The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry.

The setting, erecting and piping for all smoke consuming and smoke washing and regulating devises, when used in connection with the pipefitting industry.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.

Installations of drain lines from equipment installed by pipefitters where drain lines drop to a safe waste, floor drain, roof, or any open fixture and where drain lines are not directly connected to a sanitary system.

Recovery condensate systems in their entirety.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.

The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of vacuum systems when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.

All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work

All piping for railing work and racks of every description, whether screwed or welded when assigned by the Contractor.

All power plant piping of every description, as it applies to the pipefitting industry

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by this trade classification.

Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.

All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints used in connection with the pipefitting industry including pipe fusing.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used ir connection with the pipefitting industry.

The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by this trade classification.

All soot blowers and soot collecting piping systems, when used in, connection with the pipefitting industry.

All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and by products and refining of same, when used in connection with the pipefitting industry.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.

All pneumatic transit tube work and all piping for carrying systems by vacuum.

All process piping and equipment for refining, manufacturing, and industrial purposes

The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.

The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.

The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.

The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.

The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.

The setting, erecting and piping of all cooling towers and evaporative condensers

All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws

All work done in the pipefitter industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees under this trade classification.

The operation of pumps, air compressors and welding machines when used in conjunction with work covered by the pipefitters, shall be done by this trade classification.

The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by this trade classification.

Temporary mechanical equipment and air conditioning systems shall be installed and serviced by this trade classification.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading and handling from curbstone delivery, all equipment (including cooling towers) materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.

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

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PLUMBERS				
Plumbers	$ 30.28	$ 5.50	$ 4.99	**$ 40.77**
Foremen (10 or more employees)	$ 34.82	$ 5.50	$ 4.99	**$ 45.31**
General Foremen (16 or more employees)	$ 39.36	$ 5.50	$ 4.99	**$ 49.85**
Apprentices:				
1st year	$ 13.63	$ 2.75	$ 0.30	**$ 16.68**
2nd year	$ 15.29	$ 3.80	$ 1.75	**$ 20.84**
3rd year	$ 17.44	$ 3.90	$ 1.93	**$ 23.27**
4th year	$ 19.68	$ 4.00	$ 1.93	**$ 25.61**
5th year	$ 22.71	$ 3.55	$ 1.93	**$ 28.19**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

Scope of work under this trade includes but is not be limited to: the installation of appliances, piping and plumbing fixtures to be done by plumber and plumbers apprentices. All job site unloading from tailgate and after, all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers and plumber apprentices. Also included, where required, cement under tubs and all cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hoses for tests. Additionally where required: covering of fixtures for protection, grouting of all fixtures and cementing of all plumbing pipe chases and sleeves.

Plumber shall mean any person employed by a firm or corporation lawfully licensed to contract for and install work covered by the Plumbing Code of Miami-Dade County. The scope of work shall be, but not limited to as follows: All piping, setting and hanging of all units and fixtures for plumbing systems, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment. All piping in connection with central distributing filtration treatment stations, boosting stations, water and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basin, filter basins, settling basins, and aeration basins or tanks and lift stations on private property.

All potable water mains for whatever source, including branches and fire hydrants, etc. All potable water services from mains to buildings, including water meters and water meter foundations. All piping for potable water filters, water softeners, water meters and the setting of the same. All meters for measuring a volume of any substance, when used in connection with the plumbing industry. The laying out and cutting of holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports and boxes used in connection with the plumbing industry. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in connection with plumbing. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method, when used in connection with the plumbing industry.

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PLUMBERS, Continued

Prepare and grade trenches either manually or with machines in connection with the plumbing. The setting and hanging of all units or fixtures for ice making when units are complete and ready for operation. All Solar systems, piping and collectors of every description when used. All gas piping on the building side of meter, all piping of air systems including the assembling, erecting, handling and setting of all equipment used in the systems. The assembling, erecting, handling and setting of tanks, piping of instruments, measuring devices, thermostatic controls, gauges boards and other controls, oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto. Installation of drain lines from equipment installed by pipefitters where directly connected to a sanitary system and condensate drain as part of system.

Down spouts and drainage area soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, air conditioning and heating drain directly connected to storm drains and condensation systems. The installation and service of vacuum cleaning equipment and piping, vacuum systems and the installation and service of oxygen systems. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked, expanded and rolled joints, or any other mode or method of making joints in connection with the plumbing industry.

Inspections of sewer lines for leak and damages through the use of video camera inspections and the repairing of any leaks or replacing pipes.

Smoke testing on sanitary piping systems and the repairing of damaged pipes; domestic water piping, reclaim water and irrigation water distribution; water pipe locating and leak detection and repairs of all water services, water distribution, irrigation and reclaim water piping.

All reclaim water systems and water harvesting systems installed and maintained by the plumbers including underground tank, above ground tanks, pumps and filters and filtering systems.

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ROOFERS				
Roofers	$ 22.79	$ 6.27	$ 2.00	**$ 31.06**
Foreman	$ 24.79	$ 6.27	$ 2.00	**$ 33.06**
Helper 1st year	$ 11.89	$ 6.27	$ 2.00	**$ 20.16**
Helper 2nd year	$ 14.07	$ 6.27	$ 2.00	**$ 22.34**
Helper 3rd year	$ 16.25	$ 6.27	$ 2.00	**$ 24.52**

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

The application and installation of the following types of work: All forms of elastomeric, elasto-plastic and thermo-plastic roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to Polyvinyl chloride systems (PVC), Butyl Rubber, ethylene propylene diene monomer (EDPM), Polyisobutylene (PIB), Chlorinated polyethylene (CPE), Chlorosulfonated polyethylene (CSPE), Neoprene, Nitrile Alloy (NBP), Ethylene Interpolymers (EIP), Thermoplastic Polyolefins (TPO), Ethylene Tetra Fluoro Ethylene (ETFE).

All base flashings, curb flashings and counter flashings of elastomeric, elasto-plastic or thermos-plastic composition as outlined in (1) used to roof or waterproof intersections of horizontal surfaces.

All components of elastomeric, elasto-plastic and thermos-plastic roofing systems used to seal the roof, including but not limited to nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashing, drain flashings, compression seal, termination bars, caulking, and sealants.

All insulations applied with the above systems, whether laid dry, mechanically fastened or attached with adhesives.

All forms of composite insulations having nailable surfaces or any other means of attachments (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermo-plastic systems.

All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.

All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect inverted roof membrane assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermos-plastic systems to ensure that these systems are watertight.

All cleaning, preparing, priming and sealing of surfaces to be roofed, whether done by roller, mop, swab three-knot brush, squeegees, spray systems or any other means of application.

All handling, hoisting, lifting and storing of all roofing materials.

All tear off and/or removal of any type of roofing including ballast and all overburdens, all spading, sweeping, vacuuming and/or cleanup of any and all areas of any type where an elastomeric, elasto-plastic or thermos-plastic or similar product as listed above to be re-laid or any cleanup of any materials on any construction site and operation of equipment that are used these roofing systems under the roofing trade.

All components of water recapturing systems that is an integral part of these types of roofing systems that protect against water and moisture mitigation or intrusion.

All components of rooftop and sub-surface water recapture or rainwater harvest systems that are an integral part of these type roof systems where the primary purpose is to control and manage water run-off.

All water and flood testing of all roofing systems

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ROOFERS, Continued

All substitutions, improvements, changes, modifications and/or alternatives to roofer jurisdiction or materials listed above.

All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials under this trade.

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SHEET METAL WORKERS				
Commercial				
Sheet Metal Workers	$ 26.66	$ 6.02	$ 6.63	**$ 39.31**
Foremen (4 - 10 workers)	$ 29.33	$ 6.02	$ 6.63	**$ 41.98**
General Foremen (2 or more Foremen)	$ 30.66	$ 6.02	$ 6.63	**$ 43.31**
Apprentices:				
1st 6 months	$ 13.33	$ 6.02	$ 3.32	**$ 22.67**
2nd 6 months	$ 14.66	$ 6.02	$ 3.65	**$ 24.33**
3rd 6 months	$ 16.00	$ 6.02	$ 3.98	**$ 25.99**
4th 6 months	$ 17.33	$ 6.02	$ 4.31	**$ 27.66**
5th 6 months	$ 18.66	$ 6.02	$ 4.64	**$ 29.32**
6th 6 months	$ 20.00	$ 6.02	$ 4.98	**$ 31.00**
7th 6 months	$ 21.33	$ 6.02	$ 5.30	**$ 32.65**
8th 6 months	$ 22.66	$ 6.02	$ 5.64	**$ 34.32**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

Scope of work under this trade includes but is not be limited to: (a) manufacture, fabrication, assembling, handling, erection, installations, dismantling, conditioning, adjustment, alteration, repairing and serving of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems and air-handling systems regardless of materials used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and, (e) installation of proprietary and non proprietary metal roofing.

APPRENTICE RATIO: three (3) Apprentices to three (3) Sheet metal Workers.

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SPRINKLER FITTERS				
Low Commercial: Construction up to 12 stories and all warehouses with unlimited areas.				
Sprinkler Fitters	$ 27.93	$ 9.88	$ 9.30	**$ 47.11**
Foremen (4 or less workers)	$ 29.68	$ 9.88	$ 9.30	**$ 48.86**
Foremen (5 or more workers)	$ 30.18	$ 9.88	$ 9.30	**$ 49.36**
General Foreman (15 or more workers)	$ 32.18	$ 9.88	$ 9.30	**$ 51.36**
Commercial: Construction 13 stories or more.				
Sprinkler Fitters	$ 29.18	$ 9.88	$ 9.30	**$ 48.36**
Foremen (4 or less workers)	$ 30.93	$ 9.88	$ 9.30	**$ 50.11**
Foremen (5 or more workers)	$ 31.43	$ 9.88	$ 9.30	**$ 50.61**
General Foreman (15 or more workers)	$ 33.43	$ 9.88	$ 9.30	**$ 52.61**
Apprentices:				
For Apprentices indentured after June 30, 2011 but prior to July 1, 2017				
1st year	$ 14.59	$ 9.88	$ 1.25	**$ 25.72**
2nd year	$ 16.05	$ 9.88	$ 1.38	**$ 27.30**
3rd year	$ 17.51	$ 9.88	$ 1.63	**$ 29.01**
4th year	$ 20.95	$ 9.88	$ 8.68	**$ 39.50**
5th year	$ 23.74	$ 9.88	$ 8.93	**$ 42.55**
For Apprentices indentured after June 30, 2017				
1st year	$ 14.59	$ 9.88	$ 1.25	**$ 25.72**
2nd year	$ 16.05	$ 9.88	$ 1.25	**$ 27.18**
3rd year	$ 17.51	$ 9.88	$ 1.25	**$ 28.64**
4th year	$ 20.95	$ 9.88	$ 8.05	**$ 38.88**
5th year	$ 23.74	$ 9.88	$ 8.05	**$ 41.67**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

Scope of work under this trade includes but is not be limited to: the installation of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping and tubing appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, hose houses and hydrants, standpipes and hose connections with sprinkler and alarm systems, also all tanks and pumps connected thereto, but excluding steam fire protection systems. Also, included shall be CO2 and Cardox systems and detection systems, mulsifyre, fog and fog foam, also dry chemical systems.

APPRENTICE RATIO: One (1) Apprentice for every two (2) Sprinkler Fitters.

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, please contact Small Business Development for a wage determination.

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

Please Contact:

Internal Services Department
Small Business Development Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate and benefits listed in the Wages and Benefits Schedule for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the wage and benefits schedule posted with this notice for the type of work you are performing if benefits are not provided.

OVERTIME
You must be paid time and one-half of your rate of pay for all hours worked in excess of 40 hours in a week.

APPRENTICES & TRAINEES
Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first-time offender are 20% of the amount of underpayment payable to the County. The sanctions increase to 40% for the second underpayment and 60% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

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

the _____ of _____,
(PRINT TITLE) **(PRINT NAME OF BIDDER OR PROPOSER)**

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 201___.

_____Personally known or _____produced identification.

_____ _____
(Signature of Notary Public - State of Florida) (Print, Type, or Stamp Commissioned Notary Public)
Name of

Type of identification produced:_____

MIAMI-DADE COUNTY
Delivering Excellence Every Day

Contractor Quick-Start Guide

RESPONSIBLE WAGES & BENEFITS

Phone: 714-669-0052 **Email:** info@lcptracker.com **Web:** lcptracker.com **Address:** 117 E. Chapman Ave. Orange, CA 92866

Revised 07/05/2018

CONTRACTOR QUICK START GUIDE

Here at LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing wage software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

LCPtracker has been in business since 2001, and we are constantly changing to better suit your labor compliance needs. LCPtracker is used by over 200 Government Agencies and 55,000 Contractors.

LCPtracker is an online, cloud-based software company that provides users with the proper tools to easily ensure that each contractor is meeting prevailing wage guidelines as well as to easily create the detailed reports that can be required by agencies like the United States Army Corp of Engineers or the FHWA.

Whether it's Davis-Bacon laws that are set by the United States Department of Labor (USDOL), California prevailing wages set by the Department of Industrial Relations (DIR), or any other labor laws set by a specific state or local government agency, LCPtracker makes it easy to guarantee that every Contractor is compliant.

HOW DOES IT WORK?

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system, or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries are flagged to Contractors preemptively, allowing them to correct data prior to submittal. (This is contingent on how the Agency sets up their project validations.)

A few of the **immediate benefits** experienced by using LCPtracker are:

- All Contractor reports are available instantly to Contractors in hardcopy and electronic format.
- No need to mail in paperwork! Payrolls will be submitted electronically.

There is no cost to Contractors for this service or for online training and we have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.

CONTACTING LCPTRACKER SUPPORT

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a "no reply" email address from LCPtracker (i.e., NOREPLY@LCPtracker.com.) This email, with login instructions, will be sent to Contractors once they're assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support

- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below. (Because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on.)

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is – please be a specific as possible so we can re-create the issue

LCPTRACKER TRAINING OPTIONS

Contractors may access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.

ADD/EDIT EMPLOYEE

To add an employee into system or edit someone already in system, click on ***Set Up*** and then ***Add/Edit Employee***.

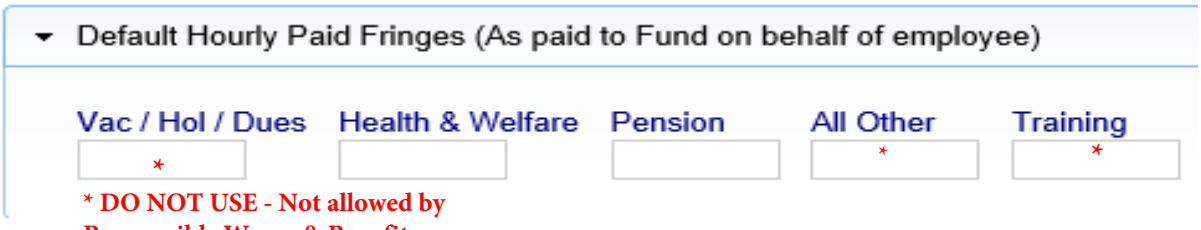
Add / Edit Employee Information

This section is used to enter Contractor employees and their personal information. Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field is required by the Agency, and the system will not save unless the information is entered in the required fields.

Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a “time saver”. You may wish to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the “calculate fringes” button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked. (Keep in mind that if you have any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.)

If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, you may wish to skip this section and use the Fringe Benefit Maintenance table to enter your hourly fringe rates into system. (Note that any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.)



Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under this “other” deduction section. Any amount listed in “other” will then dictate that “other deduction notes” is required. You can always come back and add/edit the employee and enter value in this section to save yourself time.

1. PAYROLL RECORDS

There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

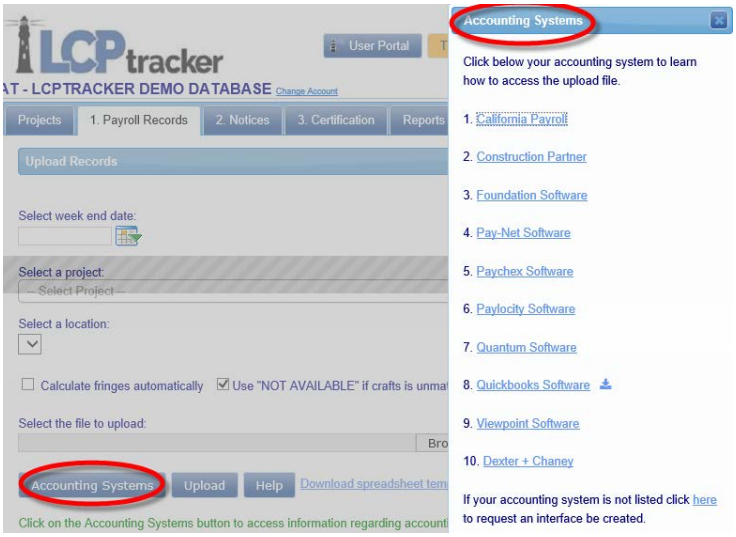
We will be discussing manual entry in detail below, but here is some information regarding the other four:

1. COPY PAYROLL

This option is only available if you have already completed a week of payroll. Once you’re in the Payroll Records tab, simply click on the “Copy Previous Payroll” button, select your project, then select the CPR you’d like to copy.

2. UPLOAD FROM A PAYROLL SYSTEM EXPORT FILE

From the Payroll Record tab, click on the “Upload Records” button. Further click on the “Accounting Systems” button, and you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file. To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click on Partners>Payroll Interfaces. If you do not find your payroll company, and would like to see if there is an opportunity to partner, please fill out the informational form listed under the “Upload Records” section and someone from LCPtracker will contact you.



Current Accounting Systems Available

1. Paychex Flex
2. Foundation
3. Viewpoint – Vista
4. Viewpoint – ProContractor
5. Pay-Net
6. Construction Partner
7. California Payroll
8. Quantum Systems – Quickbooks Partner
9. Sunburst – Quickbooks Partner
10. Paylocity
11. ComputerEase
12. Benepay Technologies
13. Dexter+Chaney – Spectrum
14. Payday Workforce Solutions
15. Quickbooks – Desktop Version (in the works)
16. Computer Guidance
17. Event 1 Software – Sage 100/Timberline

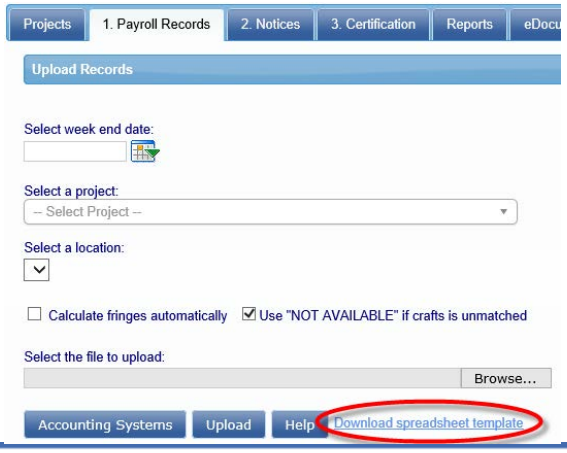
You can click on the name of your payroll company, and you will either find a list of directions on how to obtain your export file, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

Once you have it, you can use it to upload your CPR from that “Upload Records” button. For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

3. UPLOAD FROM THE EXCEL SPREADSHEET

LCPtracker has an Excel spreadsheet template available for you to download in the same “Upload Records” section mentioned above. There is a legend as well as instructions available on the Excel template.

You can manually enter info into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.



4. DIRECT PAYROLL SUBSCRIPTION / INTERFACE (DPI)

This is another option available to Contractors who would prefer to not enter their CPRs manually, do not want to use the Excel spreadsheet, and do not use a payroll company that LCPtracker partners with. You can choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that "Upload Records" button.

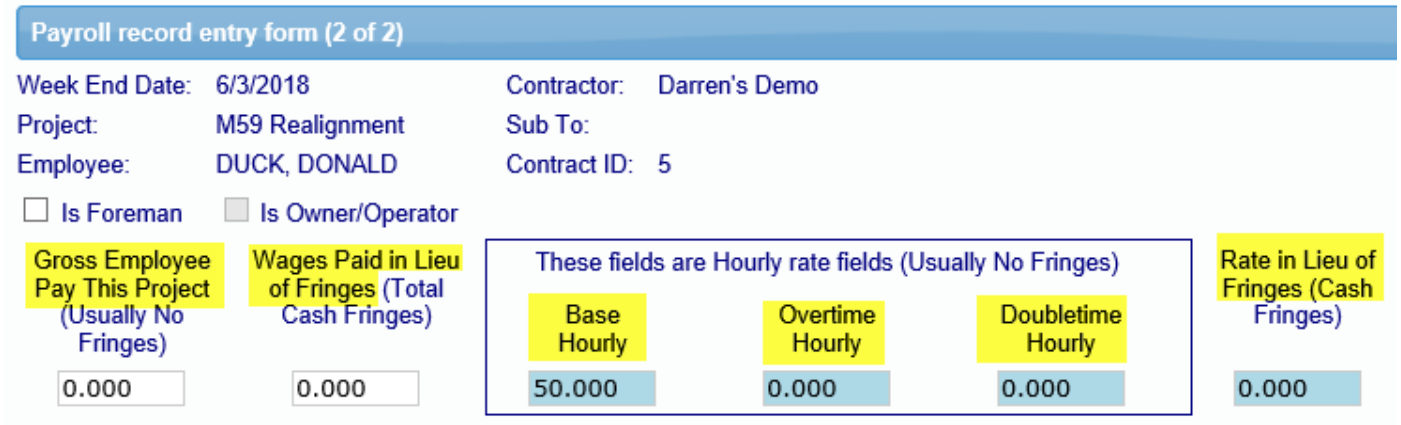
For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

5. MANUAL ENTRY

You will enter a record each week for every employee that performs work covered by prevailing wages on their project. If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) please enter two separate pay records to show that they are being paid according to the work performed.

AMOUNTS PAID (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.



Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund or program, please list the hourly rate paid here.

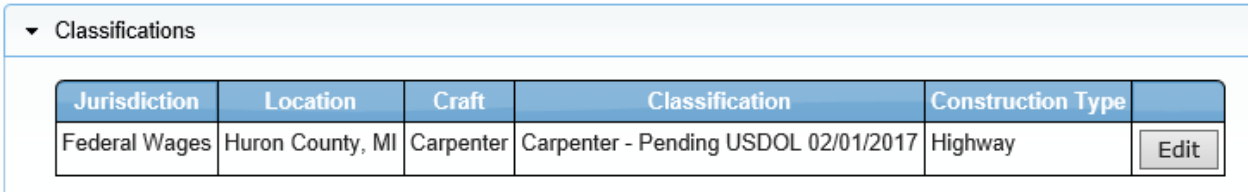
Base Hourly – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

Doubletime Hourly – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

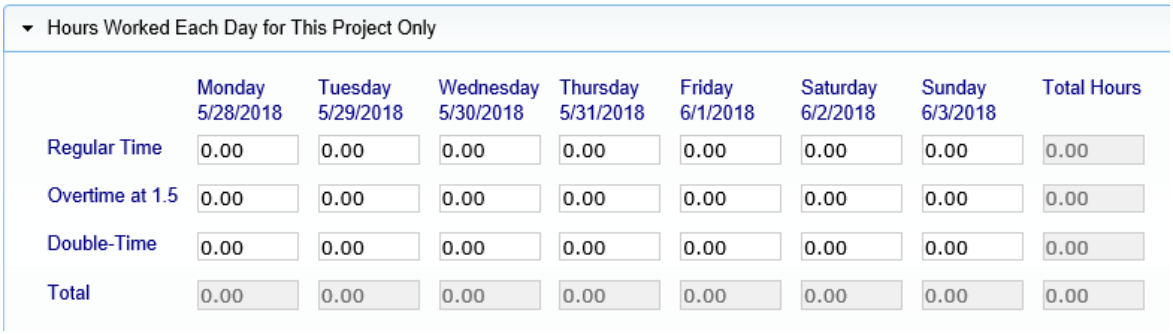
CLASSIFICATIONS

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Please remember that if your employee worked in more than one classification within this work week, you will need to enter a separate payroll record for that classification.)



HOURS WORKED EACH DAY FOR THIS PROJECT ONLY

Enter the hours worked each day. The first row is for regular time worked, the second row is for overtime worked and the third row for is for double time worked. You ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column.



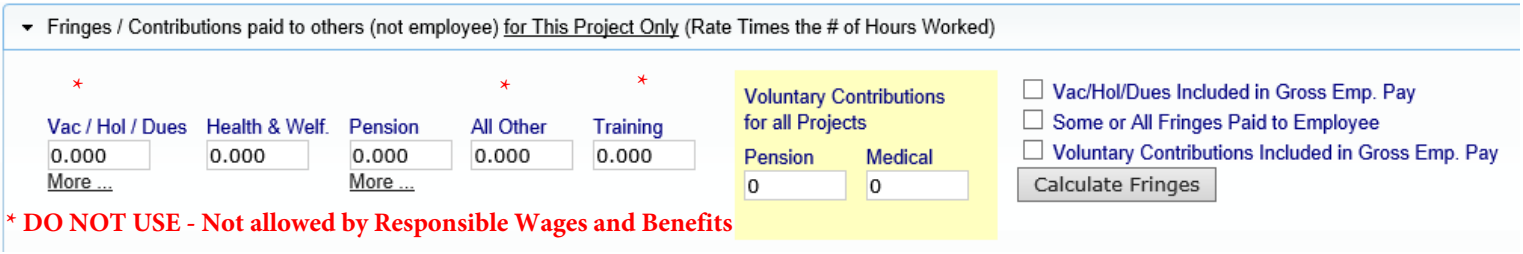
FRINGES/CONTRIBUTIONS PAID TO OTHER (NOT EMPLOYEE) FOR THIS PROJECT ONLY

You may utilize this section in two different ways:

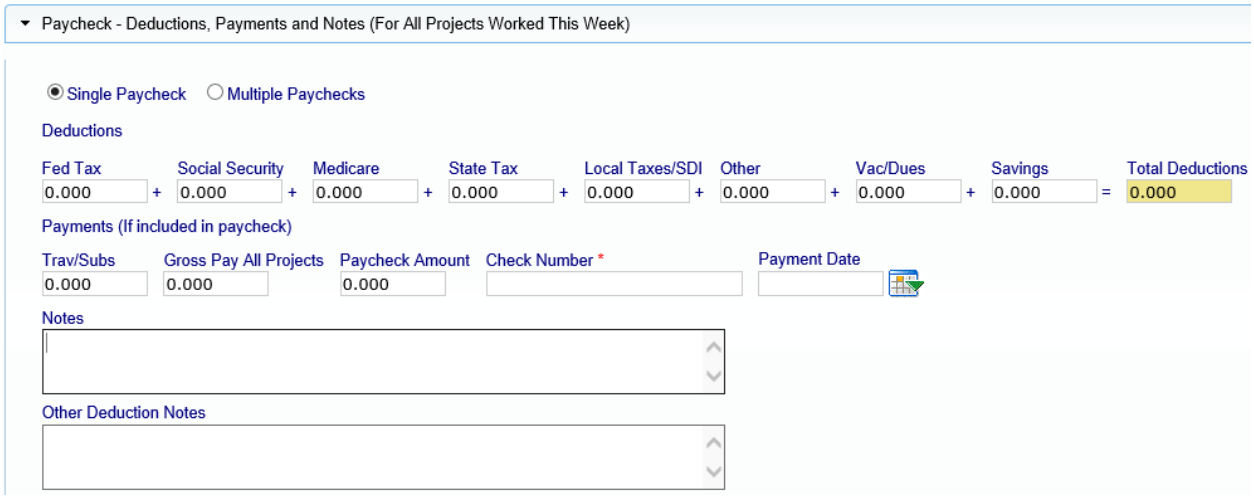
1. Auto calculate
2. Manual entry

The first is by simply clicking the Calculate Fringes button so that the system automatically calculates the fringe benefit rates paid. This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup then that value carries over.



PAYCHECK – DEDUCTIONS, PAYMENTS AND NOTES (values entered in this section apply to all hours worked on all projects during the week.)



Deductions - the Total Deductions box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the Other deductions field, an Other Deduction Note will become required.

Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and Net pays are correct.

Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilize direct deposit and no check numbers exists, enter "DD".

Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.

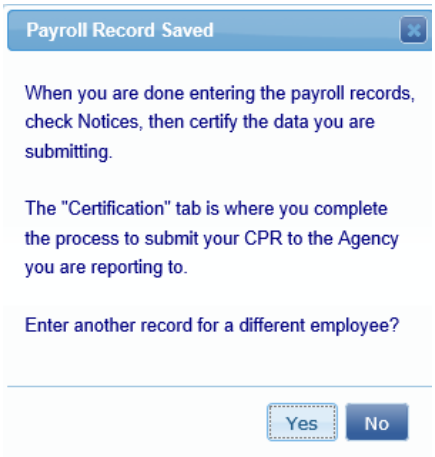
Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

Other Deduction Notes – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write "other deduction" or "N/A".

WHEN YOU HAVE COMPLETED ALL THE ABOVE-MENTIONED FIELDS, CLICK SAVE.

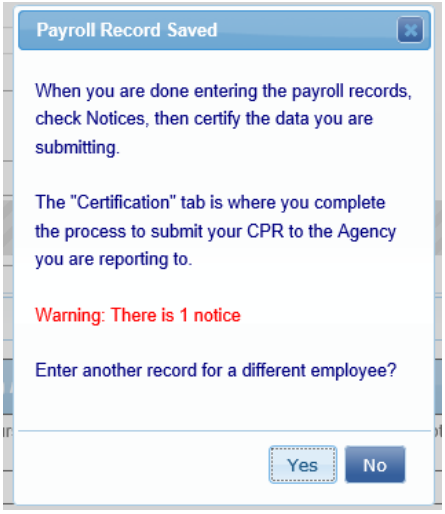
SAVE WITH NO NOTICES

With a successful save you will get this message:



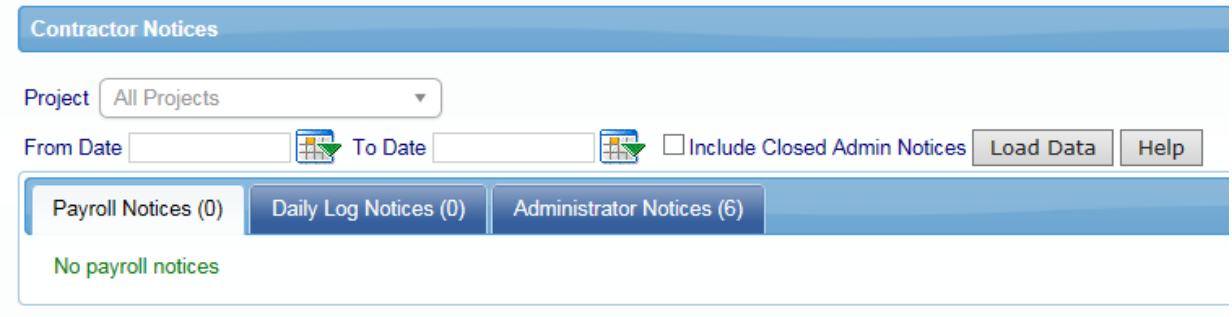
SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll up or down on the payroll record to see what you have missed that may be a required field.

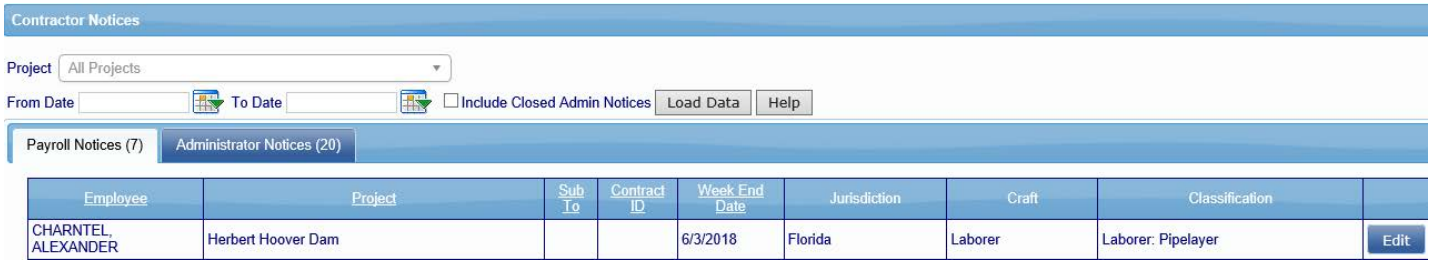


2. NOTICES

Once you have entered all payroll records for the week, you should go into the Notices tab to check and see if you have any payroll Notices. Your records have been saved: perhaps there are issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen.



If you have an employee who shows up in this screen, you will need to clear that notice.



To clear your notice, click on the Edit button to the right of the employee name. From there, you will be taken back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, you have options on how to get help. You can click on the Video Assistance “Play Now” button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

You must clear all notices to certify your payroll.

3. CERTIFICATION

You are almost finished, and now it’s time to certify your payroll. You will do this for each week beginning when you first start work on your project until the last week on the project.

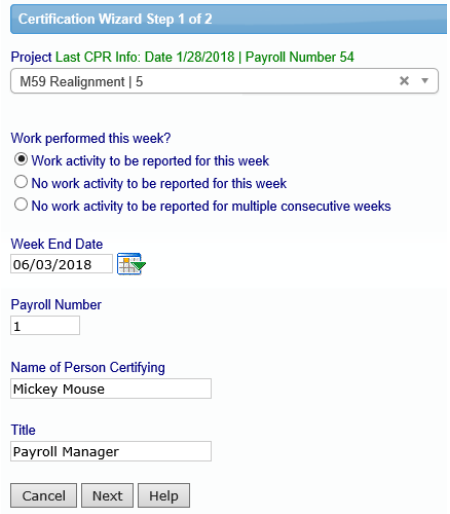
You have three options available to you when you certify your payroll:

- Certify a payroll for a week during which work was performed
- Certify a payroll for a week during which no work was performed (non-work week payroll)
- Certify a payroll for multiple consecutive weeks during which no work was performed

CERTIFICATION WIZARD, STEP 1 OF 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next



CERTIFICATION WIZARD, STEP 2 OF 2

You are now seeing your Statement of Compliance (SOC) portion of your certified payroll report. You are just a few clicks away from certifying your payroll.

You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a – paid into an approved plan, fund or program
- 4b – paid in cash to the employee
- 4c – section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory is you are recertifying a CPR.

You may also click on a checkbox to note if your CPR is a final.

Lastly, you will put in your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e-Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)

You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.

USER ID MERGE REQUEST FORM

This form is for LCPtracker system users who have more than one User ID (i.e., log-in to system) and they would prefer one log-in. User **MUST** fill out form and email back to the Support department or database Admin as directed for merge requests to be fulfilled. Please note that incorrect information could delay your request. Be certain your information is correctly listed.

	Enter Information for each User ID you have and need merged. Please note that "DPI - yes/no:" is asking whether you have purchased a Direct Payroll Interface (DPI) from LCPtracker. We need this information to complete your request.		**Current User ID# (Do NOT include passwords!)**	**Move All Accounts associated with ID#? Yes/No**
Example	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**	**GD Inspection Services, LLC** **Stacey L. Doll** **support@lcptracker.com** **DPI: no**	**8885551212**	**Yes**
1	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
2	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
3	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
4	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
		USER ID YOU WANT TO KEEP>>>		

Request fulfilled within 5 business days (or sooner) and User will be notified when completed. User may continue working under all User IDs individually and once merge(s) completed all information will be under one User ID. If you have more than two user ID's, please send use multiple forms. Please note there are scenarios where User IDs may not be merged unless account is Multiple Assignment enabled:

- User is on same project more than once as subcontractor to different companies;
- User may be on same project as subcontractor to same company with different contracts;
- Please note that some administrator(s) do NOT allow merges without their permission. You will be notified if any of your request IDs fall under these accounts.

By submitting this form to LCPtracker and checking the box below, you hereby authorize the merge of your ID as described above.

□ I _____, hereby authorize merging the above-referenced User IDs.

(Name and title, if applicable)

Please email this completed form to either Support@lcptracker.com, or to your client if so directed.

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HEAVY**

Highway Construction projects include the construction, alteration or repairs of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors Optional Use)

2020

Revised Copy Posted January 9, 2020

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SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of § 2-11.16 *et seq.*, Code of Miami-Dade County (the "Code"), pertaining to Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Conditions is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees
7. Other State and Federal Wage Laws

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the combined dollar value (hourly rate and benefits) listed in the Wages and Benefits Schedule for work being performed. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be no less than those contained in the Wages and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wages and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceeds the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

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

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee as an increase to their base pay.

Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

Payments made irrevocably to a trustee or third party pursuant to a bona fide fringe benefit fund, plan or program for health, life, death and dismemberment, dental, vision insurance and retirement/pension can be credited towards meeting the required wages. These payments must be made not less often than quarterly. Annual payments to a fringe benefit fund, plan or program will not be accepted.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Classification Not Listed in the Wage Schedule

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact Small Business Development. Questions concerning the comparability of worker classifications or the applicability of Davis Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Neither the contractor nor any subcontractor on the project may terminate an employee

performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wages and Benefits Schedule is a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B below. Contractors must pay all back wages and penalties on previous contracts before being awarded or participating on a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to twenty percent (20%) of the first underpayment; forty percent (40%) of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to sixty percent (60%) of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required, and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor and all subcontractors must keep accurate written records, signed under

oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 “Apprentices and Trainees”.

B. LCPtracker

Each contractor and every low-tier subcontractor is required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCPtracker, a web-based Certified Payroll Management System (www.lcptracker.net). The system is managed by Small Business Development (“SBD”), a division of the Internal Services Department. The use of the system is **mandatory**, pursuant to Miami-Dade County Ordinance No. 18-33.

Each contractor and subcontractor on applicable contracts will be provided a username and password to access LCPtracker system. Use of the system will involve data entry of weekly payroll information including: employee name, social security number, trade classification, total hours and fractions of hours for every type of trade classification work performed on the project, and wage and benefits paid. LCPtracker’s software can also interface with most payroll and accounting software programs that are capable of generating a CSV (comma delimited file). If your program does not have this capability, LCPtracker may be able to build an interface to communicate with your accounting software.

Hands-on training sessions for the LCPtracker system is available. To RSVP, please visit https://mdcsbd.gob2g.com/events.asp and select the training session you would like to attend.

If you are not able to attend a training class in person, there are other free training options available for contractors:

Option 1: Web-Based Training Sessions. Online and live training sessions facilitated by members of LCPtracker’s Customer Support Team are offered several times per month. All you need to participate is a computer with internet access, an email address, and access to a phone.

- Go to the LCPtracker Website: www.lcptracker.net
- Enter your username/password
- Select “Book Now” on the Projects tab and register for the Online training sessions

Option 2: Computer-Based Training Courses. Pre-recorded videos can be viewed at any time by logging into the LCPtracker website (www.lcptracker.net) and following these simple steps:

- Enter your username/password
- Select the "Training Materials" link located at the top of the page
- Select Contractor Training Videos

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will investigate the complaint and notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor/subcontractor to the employee on the work and the amounts received by such employee where violations have been found.

Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure, but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce these provisions and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars ($500.00) for each week each employer is found to have violated these provisions.

B. Hearings

A contractor or subcontractor has the right to an administrative hearing to appeal a determination of non-compliance within (30) days of the notice. To request a hearing the contractor or subcontractor must file a written request along with a $250.00 non-refundable filing fee with the County Mayor or his or her designee. Upon timely receipt of a request for an administrative hearing request, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the Hearing Officer and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made

within a reasonable period, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. All apprentices participating on a project must approved in LCPtracker by SBD. LCPtracker will not allow a contractor to enter an apprentice on its certified payrolls until SBD has received and approved the Apprenticeship Certification, which is only valid for 90 days after issuance. To obtain SBD's approval, the Program Sponsor must submit the Apprenticeship Certification to:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the wage rate on the Wages and Benefits Schedule for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be

observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainee or apprenticeship rate.

7. OTHER STATE AND FEDERAL WAGE LAWS

All Miami-Dade County contracts require contractors to comply with all applicable state and federal wage laws including payment of overtime. To obtain information regarding these laws, please visit the U.S. Department of Labor Wage and Hours Division at www.dol.gov/whd.

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BRICKLAYERS				
Cement Mason	$ 16.61	$ 5.52	$ -	**$ 22.13**

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

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CARPENTERS				
Carpenters	$ 24.40	$ 4.40	$ 5.35	**$ 34.15**
Foreman (5 or more workers)	$ 26.35	$ 4.40	$ 5.35	**$ 36.10**
Foreman (12 or more workers)	$ 27.33	$ 4.40	$ 5.35	**$ 37.08**
General Foreman (2 or more Foreman)	$ 28.30	$ 4.40	$ 5.35	**$ 38.05**
Apprentices:				
1st 6 month period	$ 15.13	$ 4.40	$ 5.35	**$ 24.88**
2nd 6 month period	$ 16.35	$ 4.40	$ 5.35	**$ 26.10**
3rd 6 month period	$ 17.57	$ 4.40	$ 5.35	**$ 27.32**
4th 6 month period	$ 18.79	$ 4.40	$ 5.35	**$ 28.54**
5th 6 month period	$ 20.01	$ 4.40	$ 5.35	**$ 29.76**
6th 6 month period	$ 21.23	$ 4.40	$ 5.35	**$ 30.98**
7th 6 month period	$ 22.45	$ 4.40	$ 5.35	**$ 32.20**
8th 6 month period	$ 23.67	$ 4.40	$ 5.35	**$ 33.42**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

Doors

The unloading, distribution and installation of all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Install all hollow metal jambs and hardware on doors whether they be interior or exterior.

Floor Covering

Carpeting including all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying, stretching, repairing and installation, either by hand or power machine. The installation of resilient flooring to include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with Lino paste, glue, mastic or substitute materials. All wood flooring, whether nailed or laid in mastic. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments. The sanding or refinishing of all wood floors either by hand or power machine.

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CARPENTERS, Continued

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Furniture

The loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all components parts, new and refurbished.

Lathing

The prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster or cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster; and all other light iron furring erected to receive lath and plaster. The nailing, typing and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, etc. The tying, nailing, clipping or fastening, mechanical or otherwise, of all types of lath regardless of size, such as wood lath, plasterboard, button board, flaxilinum board, bishopric, celetex, gypsum lath, foam and Styrofoam, rock lath or any and all other types of material erected to receive or hold plaster. The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground of screed for plaster.

Material Procedures

The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks. All power rigging and signaling of Carpenters' materials. The operation and maintenance of small air compressors generators, electric or gasoline power motors for the operation of woodworking machinery. The unloading, handling and distribution of materials erected and installed. by carpenters. All prefabricated, manufactured and finished materials regardless of packing, shall be unloaded distributed and installed by the Carpenters. This shall include, but not be limited to all forms, templates, bolt, cabinets and all materials normally installed by Carpenters. Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures of parts thereof by the use of jack, power rigging or other methods shall be the work. This includes the unloading and setting of modular units and all work related thereto. The assembly and erection of pole and pre-engineered buildings.

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CARPENTERS, Continued

Railing
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Scaffolding
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Sink Tops and Cabinets
The unloading, distribution and installation of all sink tops, cabinets, hoods base and wall units.

Weather and Spray Protection
The fabrication, erection and removal of frames, enclosures of buildings or scaffoldings, the draping of tarps, visqueen or similar coverings when secured by wire, nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

Windows, Walls and Partitions
The installation, erection and/or application of all material component parts of wall and partitions regardless of all materials composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, Te-Blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied; laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work.

The erection of exterior metal studs and the installation windows metal or wood and those attached to metal studs.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used form sound of weatherproofing, the renewal for caulking and replacing of staff bead, brick mold and all Oakum, caulking, substitutes and all other caulking in connection there with, and the installation of chalkboards, cork and tack boards.

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ELECTRICAL WORKERS				
Electrician - Wiremen	$ 35.36	$ 5.95	$ 5.42	**$ 46.73**
Electrician - Cable Splicer	$ 35.86	$ 5.95	$ 5.50	**$ 47.31**
Welder	$ 35.86	$ 5.95	$ 5.50	**$ 47.31**
Foremen (2)	$ 38.89	$ 5.95	$ 5.95	**$ 50.79**
General Foremen (22 or more Electricians)	$ 42.43	$ 5.95	$ 6.48	**$ 54.86**
Apprentices:				
1st year	$ 17.62	$ 4.47	$ 0.53	**$ 22.62**
2nd year	$ 18.62	$ 4.47	$ 2.91	**$ 26.00**
3rd year	$ 20.62	$ 4.47	$ 3.21	**$ 28.30**
4th year	$ 22.61	$ 4.47	$ 3.51	**$ 30.59**
5th year	$ 26.52	$ 4.47	$ 4.10	**$ 35.09**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $1.00 per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

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

(2) On any job where 3-9 electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems , pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear. Pre-fabricated parts and materials shall be unloaded, distributed and installed by employees covered under this trade and working for the electrical contractor. There are no restrictions on an employers utilization of pre-fabricated or pre-assembled parts, fixtures or other materials when obtained from a third party supplier, except as set forth above.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, Cable Splicer or Welders, four (4) Apprentices to (4 to 6) Wiremen, Cable Splicer or Welders, six (6) Apprentices to (7 to 9) Wireman, Cable Splicer or Welders

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ELECTRICAL WORKERS (ELECTRIC SIGN)				
Electrician - Wiremen	$ 35.36	$ 5.95	$ 5.42	**$ 46.73**
Foremen (2)	$ 38.89	$ 5.95	$ 5.95	**$ 50.79**
Apprentices:				
1st year	$ 17.62	$ 4.47	$ 0.53	**$ 22.62**
2nd year	$ 18.62	$ 4.47	$ 2.91	**$ 26.00**
3rd year	$ 20.62	$ 4.47	$ 3.21	**$ 28.30**
4th year	$ 22.61	$ 4.47	$ 3.51	**$ 30.59**
5th year	$ 26.52	$ 4.47	$ 4.10	**$ 35.09**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $2.00 per hour to the per hour wage rate for Electrician working in high places, seventy-five feet (75') above the ground floor except safety-guarded swing stage, walkways, or 2 man remote baskets.

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

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

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, four (4) Apprentices to (4 to 6) Wiremen, six (6) Apprentices to (7 to 9) Wireman

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INSULATORS & ASBESTOS WORKERS				
Insulators or Asbestos Workers	$ 22.05	$ 8.07	$ 6.65	**$ 36.77**
Foreman (1 to 4 workers)	$ 22.55	$ 8.07	$ 6.65	**$ 37.27**
Foreman (5 or more workers)	$ 22.80	$ 8.07	$ 6.65	**$ 37.52**
General Foreman (15 or more workers)	$ 23.55	$ 8.07	$ 6.65	**$ 38.27**
Apprentices:				
1st year	$ 13.89	$ 8.07	$ 6.65	**$ 28.61**
2nd year	$ 15.43	$ 8.07	$ 6.65	**$ 30.15**
3rd year	$ 17.64	$ 8.07	$ 6.65	**$ 32.36**
4th year	$ 19.84	$ 8.07	$ 6.65	**$ 34.56**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
$0.25 for time spent in or on a boatswain chair or swinging scaffold, suspended by cable or ropes.

Employees required on industrial work, to work on a boatswain chair or swinging scaffold suspended by cable or ropes will be paid 5% above the Insulator or Asbestos workers wage rate.

On light Industrial work, Foremen are required for eight (8) workers at a rate of 10% over the Insulators /Asbestos Workers rate. General Foremen will be required when there are one (1) Foreman or more at 15% over the Insulators/Asbestos

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

Scope of work under this trade includes but is not be limited to: the preparation, fabrication, application, alteration, erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control. Exclude is the manufacture or pipe covering and/or fittings in one piece halves or the facing of flexible blanket duct insulation.

Preparation and application of all exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc., shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises.

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INSULATORS & ASBESTOS WORKERS, Continued

It shall also includes firestopping or fireproofing technicians, & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowel able firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on job premises.

The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application include all components involved in creating the rated barrier at perimeter slab edges and cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.

The unloading and distribution on the job site of all insulation material and related material and equipment, the assembling, dismantling of scaffolding and clean up when necessary.

APPRENTICE/IMPROVER RATIO: One (1) Apprentice/Improver to two (2) Insulators or Asbestos Workers. A one (1) to one (1) ratio is permitted on overtime hours on job sites requiring the work of only two (2) men. For duct work jobs three (3) Apprentices to (1) Insulator or Asbestos Worker.

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IRONWORKERS				
Ironworkers	$ 25.49	$ 5.75	$ 5.40	**$ 36.64**
Foreman (2)	$ 28.04	$ 5.75	$ 5.40	**$ 39.19**
General Foremen (2)	$ 30.59	$ 5.75	$ 5.40	**$ 41.74**
Apprentices:				
1st 6 months - 800 Hours	$ 12.74	$ 5.75	$ -	**$ 18.49**
2nd 6 months - 800 Hours	$ 14.02	$ 5.75	$ -	**$ 19.77**
3rd 6 months - 800 Hours	$ 15.29	$ 5.75	$ -	**$ 21.04**
4th 6 months - 800 Hours	$ 16.57	$ 5.75	$ -	**$ 22.32**
5th 6 months - 800 Hours	$ 17.84	$ 5.75	$ -	**$ 23.59**
6th 6 months - 800 Hours	$ 19.12	$ 5.75	$ -	**$ 24.87**
7th 6 months - 800 Hours	$ 20.39	$ 5.75	$ -	**$ 26.14**
8th 6 months - 800 Hours	$ 21.66	$ 5.75	$ -	**$ 27.41**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
Diving Pay add $40.00 rental plus $5.00 to the Ironworker's wage rate.

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

(2) A foreman is required when two (2) or more Ironworkers are employed by one employer, one shall be a foreman. When a crew exceeds twelve (12) or more, another foreman is required. A general foreman is required if three (3) or more Ironworker Foreman are employed on a job.

Scope of work includes but is not limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types), column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, glazing – caulking – sealants and louvers- fixed.

APPRENTICE RATIO: One (1) Apprentice to four (4) Ironworkers. Ornamental work one (1) Apprentice to two (2) Ironworkers

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS

Laborer	$ 16.00	$ 3.90	$ 2.37	**$ 22.27**

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	$ 12.80	$ 3.90	$ 2.37	**$ 19.07**
2nd 6 month period	$ 13.60	$ 3.90	$ 2.37	**$ 19.87**
3rd 6 month period	$ 14.40	$ 3.90	$ 2.37	**$ 20.67**
4th 6 month period	$ 15.20	$ 3.90	$ 2.37	**$ 21.47**

Per Hour Premiums:
Laborer Foremen (4 or more laborers) - $1.50 per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - $2.50 per hour on top of the highest paid laborers

$1.50 - Mason and Plaster Tenders, Concrete Placement-Patch men, and Finisher Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air-Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper & Mixers, Cutting Torch, Hydro-Blasting, Chain Saw.

$3.00 - Sidewalks and curb and gutter form builders and setters, Plaster and Concrete Finish and Repair, Loader, Lulls, Forklifts and Bobcats, Water Sewer and Storm Drain Pipe layers, Asbestos Removal, Hazardous Waste, and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T. V. crew should be classified and paid as laborer. The CCTV Operator should receive the $3.00 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

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

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

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LABORERS, Continued

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Streets, Ways and Bridges - Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub grade for all paving, including excavation, dumping and spreading of sub grade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used there for. The setting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

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

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

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and Wrecking.

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Guardrail and Fence Erectors, Rod Carriers and Mowers.

APPRENTICE RATIO: After employing one (1) Laborer, the next laborer employed may be an apprentice, after employing four (4) Laborers, an apprentice shall be employed as the next laborer employed. After the first apprentice is employed, the ratio of Apprentices to Laborers shall not exceed one (1) Apprentice for three (3) Laborers.

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS				
Millwrights, Machinery Erectors	$ 31.70	$ 4.70	$ 10.73	**$ 47.13**
Diver (2) (wet dry days)	$ 37.99	$ 4.70	$ 10.73	**$ 53.42**

Per Hour Premiums:
$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)
$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st Year	$ 20.61	$ 4.70	$ 10.73	**$ 36.04**
2nd Year	$ 23.78	$ 4.70	$ 10.73	**$ 39.21**
3rd Year	$ 26.95	$ 4.70	$ 10.73	**$ 42.38**
4th Year	$ 30.12	$ 4.70	$ 10.73	**$ 45.55**

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

(2) Diver classification applies to any Millwrigh that performs beneath the water surface.

Scope of work includes but is not limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

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OPERATING ENGINEERS				
All Cranes 160 Ton Capacity & Over	$ 34.85	$ 4.80	$ 5.00	**$ 44.65**
All Cranes Over 15 Tons Capacity	$ 33.85	$ 4.80	$ 5.00	**$ 43.65**
Asphalt Paving Machine	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Backhoe-Loader Combination	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Batching Plant	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Bobcat/Skid Steer	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Boring Machine	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Compressor, Above 250 CFM	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Concrete Placing Booms	$ 29.00	$ 4.80	$ 5.00	**$ 38.80**
Concrete Pump, Trailer Mounted	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Concrete Pump, Truck Mounted	$ 29.00	$ 4.80	$ 5.00	**$ 38.80**
Dozer	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Dragline	$ 29.00	$ 4.80	$ 5.00	**$ 38.80**
Drill Rig, Truck Mounted, Sterling Class	$ 29.00	$ 4.80	$ 5.00	**$ 38.80**
Drill Rig, Truck Mounted, Watson Class	$ 33.85	$ 4.80	$ 5.00	**$ 43.65**
Driver, Miscellaneous Trucks	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Excavator	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Forklift/Lull	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Front-End Loaders	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Gradall	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Grader, Finish	$ 33.85	$ 4.80	$ 5.00	**$ 43.65**
Grader, Sub-Grade	$ 29.00	$ 4.80	$ 5.00	**$ 38.80**
Hoists (Electric, Hydraulic, Air) Personnel, Material, Tugger	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Hoists, 2 & 3 Drum Only	$ 33.85	$ 4.80	$ 5.00	**$ 43.65**
Inside Elevators, Temporary Only	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Mechanic I	$ 33.85	$ 4.80	$ 5.00	**$ 43.65**
Mechanic II	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Mechanical Broom	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Mechanic's Helper	$ 24.00	$ 4.80	$ 5.00	**$ 33.80**
Milling Machine	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Off-Road Trucks	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Oiler, Crawler Crane	$ 24.00	$ 4.80	$ 5.00	**$ 33.80**
Oiler/Driver/Flagman	$ 24.00	$ 4.80	$ 5.00	**$ 33.80**
Pavement Breakers	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Pumps/Dewatering Systems (4"+)	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Roller	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Scraper	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Spreading/Finishing Machine	$ 25.00	$ 4.80	$ 5.00	**$ 34.80**
Straddle Buggy/Travel Lift	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Track Hoe	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Tractors	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**
Trenching Machine	$ 25.50	$ 4.80	$ 5.00	**$ 35.30**
Utility Operator Less than six (6) pieces of miscellaneous equipment	$ 23.35	$ 4.80	$ 5.00	**$ 33.15**

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OPERATING ENGINEERS, Continued				
Vactor Truck	$ 14.21	$ -	$ -	**$ 14.21**
Welder	25.50	4.80	5.00	**35.30**
Welding Machines, three (3) or more	23.35	4.80	5.00	**33.15**
Apprentices:				
1st 6 months	$ 13.81	$ 4.80	$ 4.50	**$ 23.11**
2nd 6 months	$ 15.19	$ 4.80	$ 4.50	**$ 24.49**
3rd 6 months	$ 16.57	$ 4.80	$ 4.50	**$ 25.87**
4th 6 months	$ 17.95	$ 4.80	$ 4.50	**$ 27.25**
5th 6 months	$ 19.33	$ 4.80	$ 4.50	**$ 28.63**
6th 6 months	$ 20.72	$ 4.80	$ 4.50	**$ 30.02**
7th 6 months	$ 22.10	$ 4.80	$ 4.50	**$ 31.40**
8th 6 months	$ 23.48	$ 4.80	$ 4.50	**$ 32.78**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

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

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

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PAINTERS/WALL COVERING INSTALLATIONS				
Painter - Commercial	$ 16.51	$ 5.10	$ 4.77	**$ 26.38**
Painter - Industrial	$ 20.51	$ 5.50	$ 4.78	**$ 30.79**
Painter - Bridge	$ 29.41	$ 5.50	$ 7.90	**$ 42.81**
Painter (Highway/Parking Lot Striper)	$ 12.13	$ -	$ -	**$ 12.13**
Operator (Spray Nozzleman)	$ 11.16	$ -	$ -	**$ 11.16**
Operator (Striping Machine)	$ 15.07	$ -	$ -	**$ 15.07**

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 10.73	$ 5.10	$ 1.50	**$ 17.33**
2nd 6 months	$ 11.56	$ 5.10	$ 1.50	**$ 18.16**
3rd 6 months	$ 12.38	$ 5.10	$ 1.50	**$ 18.98**
4th 6 months	$ 13.21	$ 5.10	$ 1.50	**$ 19.81**
5th 6 months	$ 14.03	$ 5.10	$ 1.50	**$ 20.63**
6th 6 months	$ 14.86	$ 5.10	$ 1.50	**$ 21.46**
7th and 8th 6 months	$ 15.68	$ 5.10	$ 1.50	**$ 22.28**

Per Hour Premiums:

$1.00 Swing-Stage
$2.00 Thermal-Spay/Metalizing
$1.00 Charge person working up to 5 employees
$1.50 Charge person working 6 or more employees
$1.00 General Foreman above highest paid charge person
$ .50 Apprentices - steel, swing/stage, tanks, lead/asbestos abatement, power facilities, catalyzed epoxies, urethanes, HIPAC coatings

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

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems

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PAINTERS/WALL COVERING INSTALLATIONS, Continued

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

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

WALL COVERING INSTALLATION

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to three to every one (1) Painter/Wall Covering Installer.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 25.20	$ 4.15	$ 6.35	**$ 35.70**
Foreman	$ 28.70	$ 4.15	$ 6.35	**$ 39.20**
(All piledriving crews shall consist of at least one paid foreman)				
Divers (Wet days up to 59' or Dry days)	$ 29.65	$ 4.15	$ 6.35	**$ 40.15**
Diver Tender	$ 29.65	$ 4.15	$ 6.35	**$ 40.15**
Foremen (10 or less) - $2.00 per hour over the Divers rate				
Foreman (11 or more workers) - $ 4.00 per hour over the Diver rate				

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 15.12	$ 4.15	$ 6.35	**$ 25.62**
2nd year	$ 17.64	$ 4.15	$ 6.35	**$ 28.14**
3rd year	$ 20.16	$ 4.15	$ 6.35	**$ 30.66**
4th year	$ 22.68	$ 4.15	$ 6.35	**$ 33.18**

Per Hour Premiums:
$0.50 Certified Welders

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

Scope of work includes but is not limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or post stressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, offshore drilling platforms of oil, gas, or any other purpose, coaldocks, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used, made of any kind of material, whether temporary or permanent;

Weights for piers, caissons, and test piles; Test piles and other test materials, including the securing of such materials except for independent testing equipment done by an independent testing laboratory;

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

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

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite. All labor (except the work of the Operating Engineers and Oilers) employed in the actual operation of Piledriving equipment used from whatever purpose, including the operation of deck winches. The operation of vibratory hammer controls, hammer throttle values and panels not permanently fixed to a crean within reach of the Operator work;

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalinization plants; inspecting, surveying , removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers;

APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter

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"HEAVY CONSTRUCTION"

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

PIPEFITTERS, AIR CONDITIONING & REFRIGERATION

R-1 ALL PIPING NOT FOR AIR CONDITIONING WORK; AND, COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS

Pipefitter, Air Conditioning & Refrigeration	$	36.88	$	6.95	$	6.35	**$**	**50.18**

R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS

Pipefitter, Air Conditioning & Refrigeration	$	29.50	$	6.95	$	6.00	**$**	**42.45**

R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS

Pipefitter, Air Conditioning & Refrigeration	$	23.97	$	6.70	$	5.40	**$**	**36.07**

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

Pipefitter, Air Conditioning & Refrigeration	$	20.28	$	6.70	$	1.40	**$**	**28.38**

Foreman (2)	$	42.41	$	6.95	$	6.35	**$**	**55.71**
General Foreman (3)	$	46.10	$	6.95	$	6.35	**$**	**59.40**

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$	14.75	$	-	$	0.35	**$**	**15.10**
2nd year	$	16.60	$	5.70	$	0.35	**$**	**22.65**
3rd year	$	20.28	$	5.70	$	0.35	**$**	**26.33**
4th year	$	22.13	$	5.70	$	3.44	**$**	**31.27**
5th year	$	27.66	$	6.15	$	3.60	**$**	**37.41**

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

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over. A foreman may supervise up to 9 Pipefitter, Air Conditioning & Refrigeration Workers.

(3) General Foreman required when 3 foreman are required. A General Foreman may supervise up to five (5) foreman.

Scope of work under this trade includes but is not be limited to: All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and aquariums.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under pubic operation.)

The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.

The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc., when used in connection with the pipefitting industry.

Make-up water supply from main to equipment installed by Pipefitters.

All meters for measuring a volume of any substance, when used in connection with the pipefitting industry

The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)

All solar systems, piping and collectors of every description when used in connection with the pipefitting industry

The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.

All gas piping from the main to the meter. All distribution lines

The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry

The setting, erecting and piping for all smoke consuming and smoke washing and regulating devises, when used in connection with the pipefitting industry.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating refrigeration, air conditioning, manufacturing, mining and industrial work.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.

Installation of drain lines from equipment installed by Pipefitters where drain lines drop to a safe waste, floor drain, roof or any open fixture and where drain lines are not directly connected to a sanitary systems

Recovery condensate systems in their entirety.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.

The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of vacuum systems when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.

All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work

All piping for railing work and racks of every description, whether screwed or welded when assigned by the Contractor.

All power plant piping of every description, as it applies to the pipefitting industry

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by this trade classification.

Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.

All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints used in connection with the pipefitting industry including pipe fusing.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in connection with the pipefitting industry.

The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by this trade classification.

All soot blowers and soot collecting piping systems, when used in, connection with the pipefitting industry.

All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and by products and refining of same, when used in connection with the pipefitting industry.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.

All pneumatic transit tube work and all piping for carrying systems by vacuum.

All process piping and equipment for refining, manufacturing, and industrial purposes

The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.

The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.

The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.

The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.

The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.

The setting, erecting and piping of all cooling towers and evaporative condensers

All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws

All Work done in the pipefitter industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees under this trade classification.

The operation of pumps, air compressors and welding machines when used in conjunction with work covered by the pipefitters, shall be done by this trade classification.

The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by this trade classification.

Temporary mechanical equipment and air conditioning systems shall be installed and serviced by this trade classification.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading and handling from curbstone delivery, all equipment (including cooling towers) materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.

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

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ROOFERS				
Roofers	$ 22.79	$ 6.27	$ 2.00	**$ 31.06**
Foreman	$ 24.79	$ 6.27	$ 2.00	**$ 33.06**
Helper 1st year	$ 11.89	$ 6.27	$ 2.00	**$ 20.16**
Helper 2nd year	$ 14.07	$ 6.27	$ 2.00	**$ 22.34**
Helper 3rd year	$ 16.25	$ 6.27	$ 2.00	**$ 24.52**

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

The application and installation of the following types of work: All forms of elastomeric, elasto-plastic and thermo-plastic roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to Polyvinyl chloride systems (PVC), Butyl Rubber, Ethylene propylene diene monomer (EDPM), Polyisobutylene (PIB), Chlorinated polyethylene (CPE), Chlorosulfonated polyethylene (CSPE), Neoprene, Nitrile Alloy (NBP), Ethylene Interpolymers (EIP), Thermoplastic Polyolefins (TPO), Ethylene Tetra Fluoro Ethylene (ETFE).

All base flashings, curb flashings and counter flashings of elastomeric, elasto-plastic or thermos-plastic composition as outlined in (1) used to roof or waterproof intersections of horizontal surfaces.

All components of elastomeric, elasto-plastic and thermos-plastic roofing systems used to seal the roof, including but not limited to nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashing, drain flashings, compression seal, termination bars, caulking, and sealants.

All insulations applied with the above systems, whether laid dry, mechanically fastened or attached with adhesives.

All forms of composite insulations having nailable surfaces or any other means of attachments (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermo-plastic systems.

All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.

All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect inverted roof membrane assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermos-plastic systems to ensure that these systems are watertight.

All cleaning, preparing, priming and sealing of surfaces to be roofed, whether done by roller, mop, swab three-knot brush, squeegees, spray systems or any other means of application.

All handling, hoisting, lifting and storing of all roofing materials.

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ROOFERS, Continued

All tear off and/or removal of any type of roofing including ballast and all overburdens, all spading, sweeping, vacuuming and/or cleanup of any and all areas of any type where an elastomeric, elasto-plastic or thermos-plastic or similar product as listed above to be re-laid or any cleanup of any materials on any construction site and operation of equipment that are used these roofing systems under the roofing trade.

All components of water recapturing systems that is an integral part of these types of roofing systems that protect against water and moisture mitigation or intrusion.

All components of rooftop and sub-surface water recapture or rainwater harvest systems that are an integral part of these type roof systems where the primary purpose is to control and manage water run-off.

All water and flood testing of all roofing systems

All substitutions, improvements, changes, modifications and/or alternatives to roofer jurisdiction or materials listed above.

All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials under this trade.

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SHEET METAL WORKERS				
Industrial				
Sheet Metal Workers	$ 35.57	$ 6.02	$ 6.63	**$ 48.22**
Foremen (4 -10 workers)	$ 40.91	$ 6.02	$ 6.63	**$ 53.56**
General Foremen (2 or more Foremen)	$ 42.68	$ 6.02	$ 6.63	**$ 55.33**

Industrial Rate are used for Garbage Disposal Plants and Water & Sewer Treatment Plants.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 17.79	$ 6.02	$ 3.32	**$ 27.13**
2nd 6 months	$ 19.56	$ 6.02	$ 3.65	**$ 29.23**
3rd 6 months	$ 21.34	$ 6.02	$ 3.98	**$ 31.34**
4th 6 months	$ 23.12	$ 6.02	$ 4.31	**$ 33.45**
5th 6 months	$ 24.90	$ 6.02	$ 4.64	**$ 35.56**
6th 6 months	$ 26.68	$ 6.02	$ 4.98	**$ 37.68**
7th 6 months	$ 28.46	$ 6.02	$ 5.30	**$ 39.78**
8th 6 months	$ 30.23	$ 6.02	$ 5.64	**$ 41.89**

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

Scope of work under this trade includes but is not be limited to: (a) manufacture, fabrication, assembling, handling, erection, installations, dismantling, conditioning, adjustment, alteration, repairing and serving of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems and air-handling systems regardless of materials used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and, (e) installation of proprietary and non proprietary metal roofing.

APPRENTICE RATIO: three (3) Apprentices to three (3) Sheet metal Workers.

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, Small Business Development for a wage determination.

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

Please Contact:

Internal Services Department
Small Business Development Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate and benefits listed in the Wages and Benefits Schedule for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the wage and benefits schedule posted with this notice for the type of work you are performing if benefits are not provided.

OVERTIME
You must be paid time and one-half of your rate of pay for all hours worked in excess of 40 hours in a week.

APPRENTICES & TRAINEES
Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first-time offender are 20% of the amount of underpayment payable to the County. The sanctions increase to 40% for the second underpayment and 60% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

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

the _____ of _____,
(PRINT TITLE) **(PRINT NAME OF BIDDER OR PROPOSER)**

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 201___.

_____Personally known or _____produced identification.

_____ _____
(Signature of Notary Public - State of Florida) (Print, Type, or Stamp Commissioned Notary Public)
Name of

Type of identification produced:_____

MIAMI-DADE COUNTY
Delivering Excellence Every Day

Contractor Quick-Start Guide

RESPONSIBLE WAGES & BENEFITS

Phone: 714-669-0052 **Email:** info@lcptracker.com **Web:** lcptracker.com **Address:** 117 E. Chapman Ave. Orange, CA 92866

Revised 07/05/2018

CONTRACTOR QUICK START GUIDE

Here at LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing wage software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

LCPtracker has been in business since 2001, and we are constantly changing to better suit your labor compliance needs. LCPtracker is used by over 200 Government Agencies and 55,000 Contractors.

LCPtracker is an online, cloud-based software company that provides users with the proper tools to easily ensure that each contractor is meeting prevailing wage guidelines as well as to easily create the detailed reports that can be required by agencies like the United States Army Corp of Engineers or the FHWA.

Whether it's Davis-Bacon laws that are set by the United States Department of Labor (USDOL), California prevailing wages set by the Department of Industrial Relations (DIR), or any other labor laws set by a specific state or local government agency, LCPtracker makes it easy to guarantee that every Contractor is compliant.

HOW DOES IT WORK?

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system, or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries are flagged to Contractors preemptively, allowing them to correct data prior to submittal. (This is contingent on how the Agency sets up their project validations.)

A few of the **immediate benefits** experienced by using LCPtracker are:

- All Contractor reports are available instantly to Contractors in hardcopy and electronic format.
- No need to mail in paperwork! Payrolls will be submitted electronically.

There is no cost to Contractors for this service or for online training and we have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.

CONTACTING LCPTRACKER SUPPORT

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a "no reply" email address from LCPtracker (i.e., NOREPLY@LCPtracker.com.) This email, with login instructions, will be sent to Contractors once they're assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support

- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below. (Because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on.)

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is – please be a specific as possible so we can re-create the issue

LCPTRACKER TRAINING OPTIONS

Contractors may access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.

ADD/EDIT EMPLOYEE

To add an employee into system or edit someone already in system, click on ***Set Up*** and then ***Add/Edit Employee***.

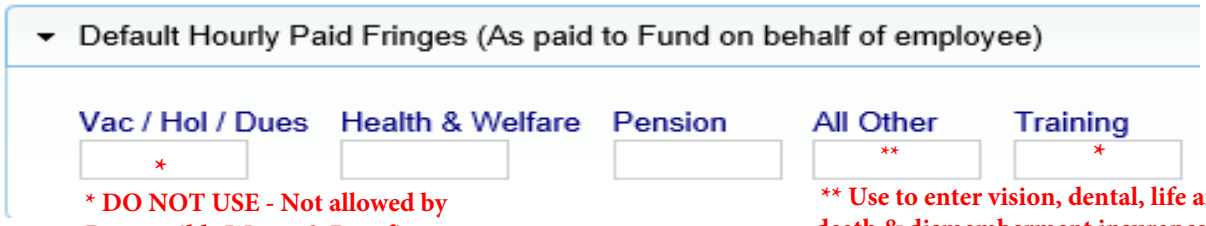
Add / Edit Employee Information

This section is used to enter Contractor employees and their personal information. Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field is required by the Agency, and the system will not save unless the information is entered in the required fields.

Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a “time saver”. You may wish to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the “calculate fringes” button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked. (Keep in mind that if you have any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.)

If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, you may wish to skip this section and use the Fringe Benefit Maintenance table to enter your hourly fringe rates into system. (Note that any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.)



Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under this “other” deduction section. Any amount listed in “other” will then dictate that “other deduction notes” is required. You can always come back and add/edit the employee and enter value in this section to save yourself time.

1. PAYROLL RECORDS

There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

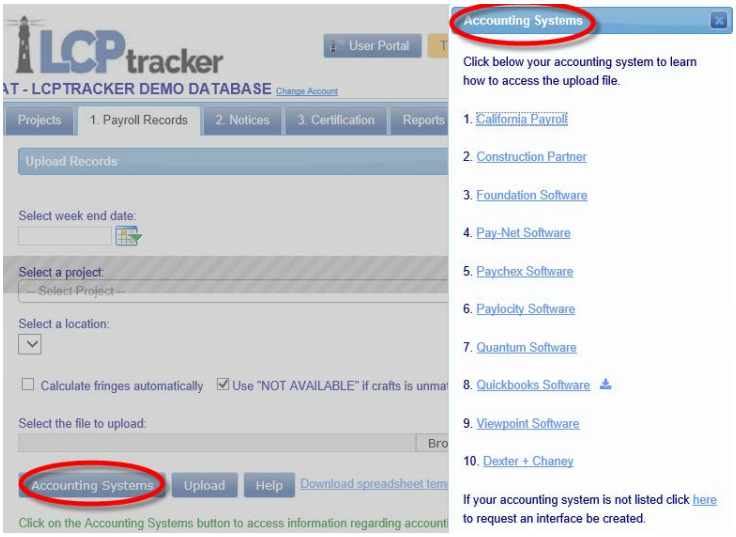
We will be discussing manual entry in detail below, but here is some information regarding the other four:

1. COPY PAYROLL

This option is only available if you have already completed a week of payroll. Once you’re in the Payroll Records tab, simply click on the “Copy Previous Payroll” button, select your project, then select the CPR you’d like to copy.

2. UPLOAD FROM A PAYROLL SYSTEM EXPORT FILE

From the Payroll Record tab, click on the “Upload Records” button. Further click on the “Accounting Systems” button, and you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file. To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click on Partners>Payroll Interfaces. If you do not find your payroll company, and would like to see if there is an opportunity to partner, please fill out the informational form listed under the “Upload Records” section and someone from LCPtracker will contact you.



Current Accounting Systems Available

1. Paychex Flex
2. Foundation
3. Viewpoint – Vista
4. Viewpoint – ProContractor
5. Pay-Net
6. Construction Partner
7. California Payroll
8. Quantum Systems – Quickbooks Partner
9. Sunburst – Quickbooks Partner
10. Paylocity
11. ComputerEase
12. Benepay Technologies
13. Dexter+Chaney – Spectrum
14. Payday Workforce Solutions
15. Quickbooks – Desktop Version (in the works)
16. Computer Guidance
17. Event 1 Software – Sage 100/Timberline

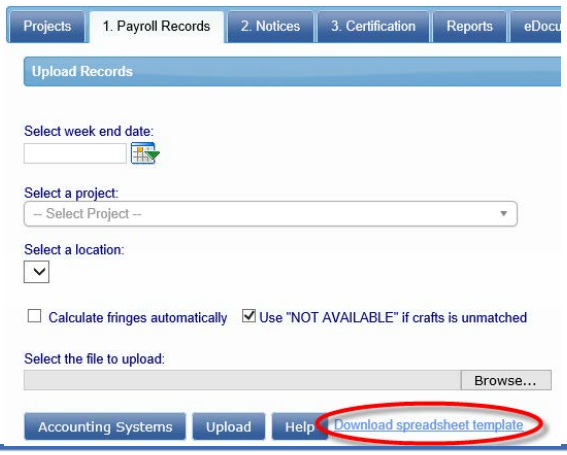
You can click on the name of your payroll company, and you will either find a list of directions on how to obtain your export file, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

Once you have it, you can use it to upload your CPR from that “Upload Records” button. For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

3. UPLOAD FROM THE EXCEL SPREADSHEET

LCPtracker has an Excel spreadsheet template available for you to download in the same “Upload Records” section mentioned above. There is a legend as well as instructions available on the Excel template.

You can manually enter info into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.



4. DIRECT PAYROLL SUBSCRIPTION / INTERFACE (DPI)

This is another option available to Contractors who would prefer to not enter their CPRs manually, do not want to use the Excel spreadsheet, and do not use a payroll company that LCPtracker partners with. You can choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that "Upload Records" button.

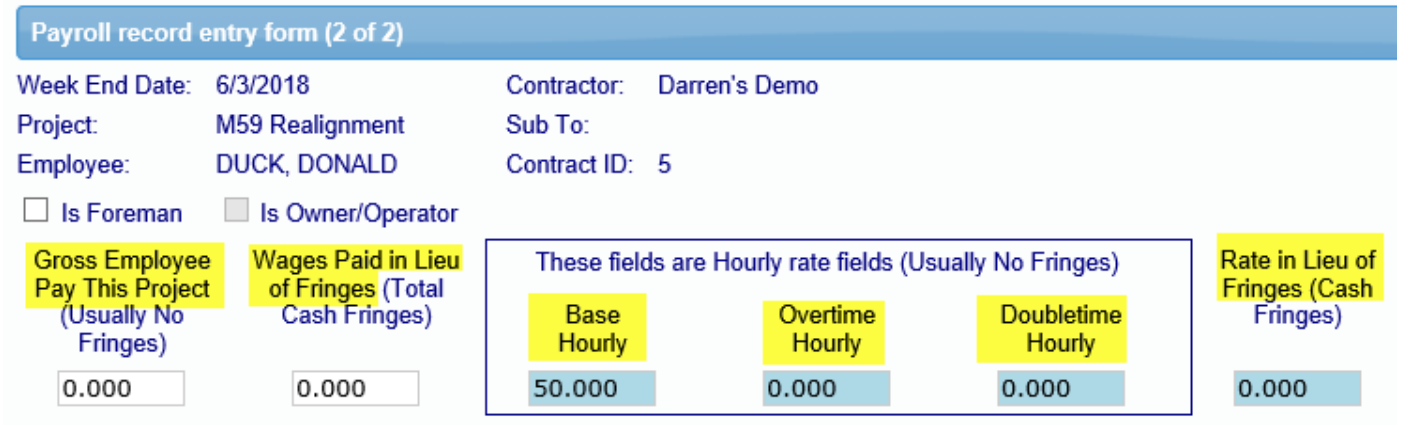
For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

5. MANUAL ENTRY

You will enter a record each week for every employee that performs work covered by prevailing wages on their project. If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) please enter two separate pay records to show that they are being paid according to the work performed.

AMOUNTS PAID (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.



Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund or program, please list the hourly rate paid here.

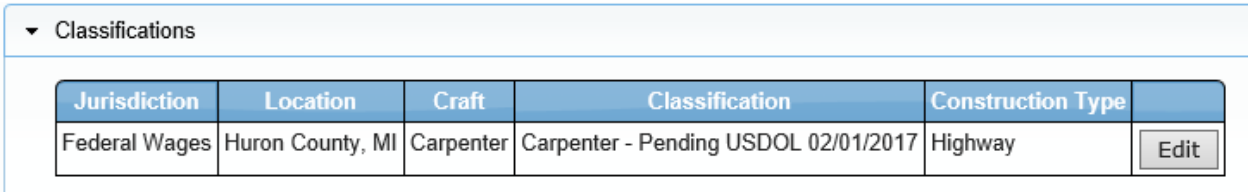
Base Hourly – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

Doubletime Hourly – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

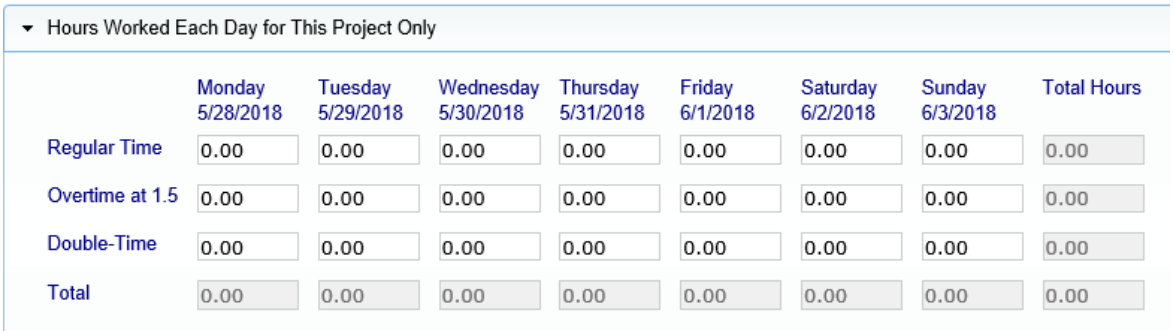
CLASSIFICATIONS

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Please remember that if your employee worked in more than one classification within this work week, you will need to enter a separate payroll record for that classification.)



HOURS WORKED EACH DAY FOR THIS PROJECT ONLY

Enter the hours worked each day. The first row is for regular time worked, the second row is for overtime worked and the third row for is for double time worked. You ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column.



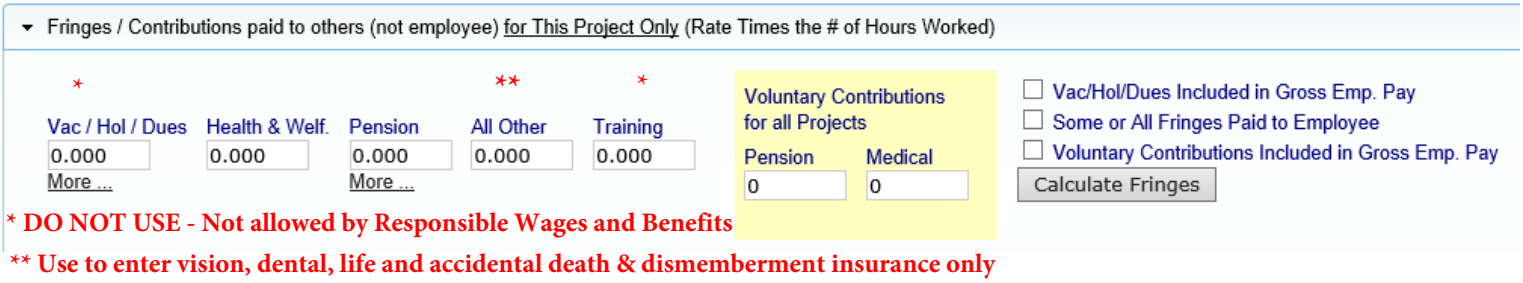
FRINGES/CONTRIBUTIONS PAID TO OTHER (NOT EMPLOYEE) FOR THIS PROJECT ONLY

You may utilize this section in two different ways:

1. Auto calculate
2. Manual entry

The first is by simply clicking the Calculate Fringes button so that the system automatically calculates the fringe benefit rates paid. This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

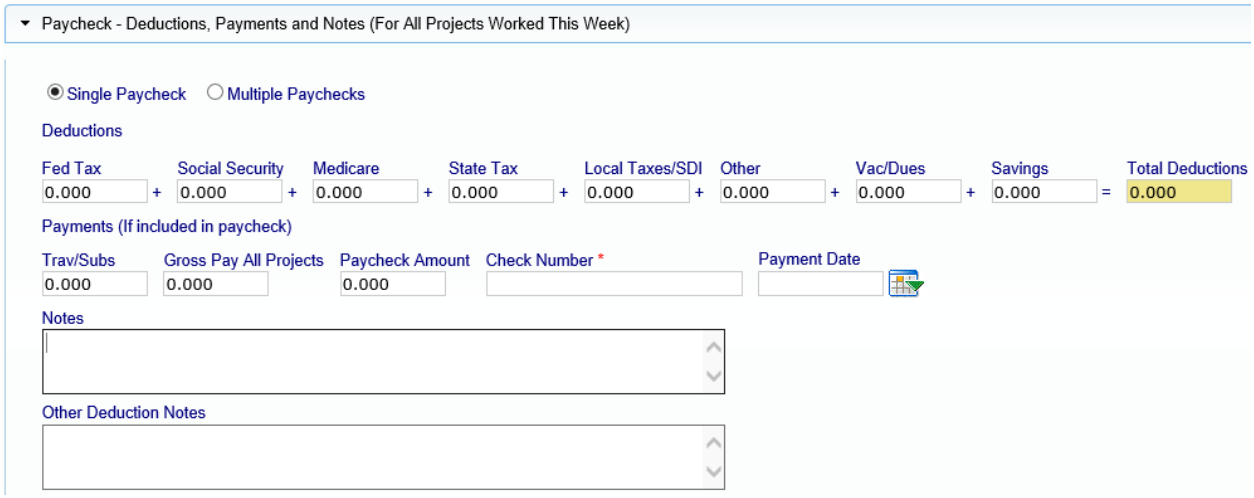
The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup then that value carries over.



*** DO NOT USE - Not allowed by Responsible Wages and Benefits**

**** Use to enter vision, dental, life and accidental death & dismemberment insurance only**

PAYCHECK – DEDUCTIONS, PAYMENTS AND NOTES (values entered in this section apply to all hours worked on all projects during the week.)



Deductions - the Total Deductions box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the Other deductions field, an Other Deduction Note will become required.

Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and Net pays are correct.

Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilize direct deposit and no check numbers exists, enter "DD".

Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.

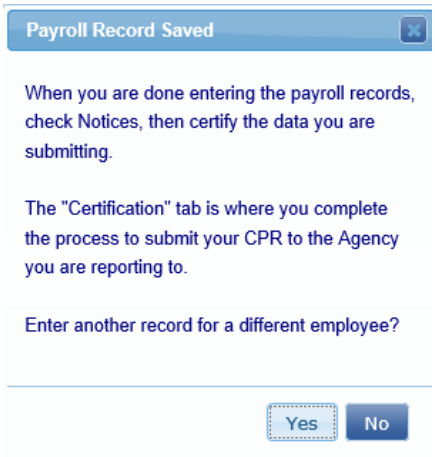
Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

Other Deduction Notes – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write "other deduction" or "N/A".

WHEN YOU HAVE COMPLETED ALL THE ABOVE-MENTIONED FIELDS, CLICK SAVE.

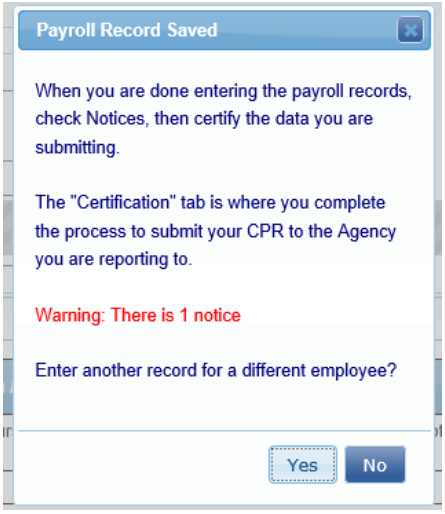
SAVE WITH NO NOTICES

With a successful save you will get this message:



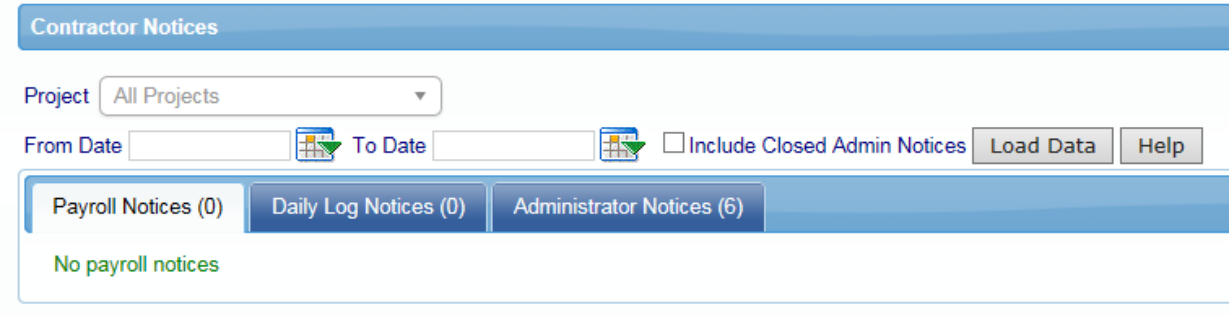
SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll up or down on the payroll record to see what you have missed that may be a required field.

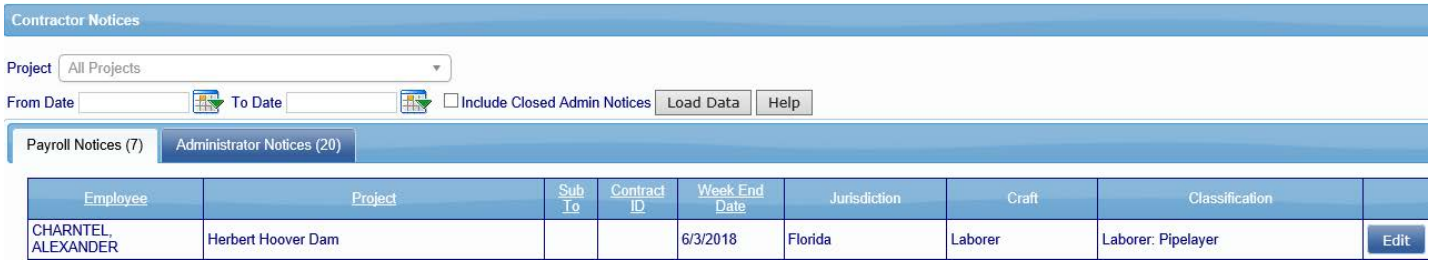


2. NOTICES

Once you have entered all payroll records for the week, you should go into the Notices tab to check and see if you have any payroll Notices. Your records have been saved: perhaps there are issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen.



If you have an employee who shows up in this screen, you will need to clear that notice.



To clear your notice, click on the Edit button to the right of the employee name. From there, you will be taken back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, you have options on how to get help. You can click on the Video Assistance “Play Now” button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

You must clear all notices to certify your payroll.

3. CERTIFICATION

You are almost finished, and now it’s time to certify your payroll. You will do this for each week beginning when you first start work on your project until the last week on the project.

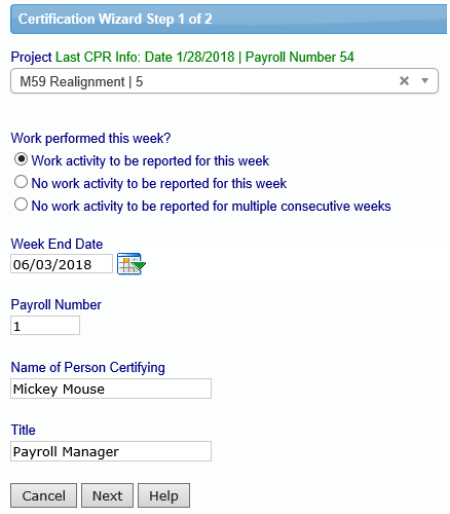
You have three options available to you when you certify your payroll:

- Certify a payroll for a week during which work was performed
- Certify a payroll for a week during which no work was performed (non-work week payroll)
- Certify a payroll for multiple consecutive weeks during which no work was performed

CERTIFICATION WIZARD, STEP 1 OF 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next



CERTIFICATION WIZARD, STEP 2 OF 2

You are now seeing your Statement of Compliance (SOC) portion of your certified payroll report. You are just a few clicks away from certifying your payroll.

You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a – paid into an approved plan, fund or program
- 4b – paid in cash to the employee
- 4c – section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory is you are recertifying a CPR.

You may also click on a checkbox to note if your CPR is a final.

Lastly, you will put in your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e-Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)

Congratulations

You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.

USER ID MERGE REQUEST FORM

This form is for LCPtracker system users who have more than one User ID (i.e., log-in to system) and they would prefer one log-in. User **MUST** fill out form and email back to the Support department or database Admin as directed for merge requests to be fulfilled. Please note that incorrect information could delay your request. Be certain your information is correctly listed.

	Enter Information for each User ID you have and need merged. Please note that "DPI - yes/no:" is asking whether you have purchased a Direct Payroll Interface (DPI) from LCPtracker. We need this information to complete your request.		Current User ID# (Do NOT include passwords!)	Move All Accounts associated with ID#? Yes/No
Example	Company Name: Contact Name: Contact email: DPI - Yes/No:	GD Inspection Services, LLC Stacey L. Doll support@lcptracker.com DPI: no	8885551212	Yes
1	Company Name: Contact Name: Contact email: DPI - Yes/No:			
2	Company Name: Contact Name: Contact email: DPI - Yes/No:			
3	Company Name: Contact Name: Contact email: DPI - Yes/No:			
4	Company Name: Contact Name: Contact email: DPI - Yes/No:			
		USER ID YOU WANT TO KEEP>>>		

Request fulfilled within 5 business days (or sooner) and User will be notified when completed. User may continue working under all User IDs individually and once merge(s) completed all information will be under one User ID. If you have more than two user ID's, please send use multiple forms. Please note there are scenarios where User IDs may not be merged unless account is Multiple Assignment enabled:

- User is on same project more than once as subcontractor to different companies;
- User may be on same project as subcontractor to same company with different contracts;
- Please note that some administrator(s) do NOT allow merges without their permission. You will be notified if any of your request IDs fall under these accounts.

By submitting this form to LCPtracker and checking the box below, you hereby authorize the merge of your ID as described above.

□ I _____, hereby authorize merging the above-referenced User IDs.

(Name and title, if applicable)

Please email this completed form to either Support@lcptracker.com, or to your client if so directed.

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HIGHWAY**

Highway Construction projects include the construction, alteration or repairs of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors Optional Use)

2020

Revised Copy Posted January 9, 2020

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D. FAIR WAGE AFFIDAVIT

E. LCPTRACKER - CONTRACTOR QUICK START GUIDE

F. LCPTRACKER - ACCOUNT MERGE FORM

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of § 2-11.16 *et seq.*, Code of Miami-Dade County (the "Code"), pertaining to Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Conditions is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees
7. Other State and Federal Wage Laws

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the combined dollar value (hourly rate and benefits) listed in the Wages and Benefits Schedule for work being performed. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be no less than those contained in the Wages and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wages and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceeds the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

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

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee as an increase to their base pay.

Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

Payments made irrevocably to a trustee or third party pursuant to a bona fide fringe benefit fund, plan or program for health, life, death and dismemberment, dental, vision insurance and retirement/pension can be credited towards meeting the required wages. These payments must be made not less often than quarterly. Annual payments to a fringe benefit fund, plan or program will not be accepted.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Classification Not Listed in the Wage Schedule

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact Small Business Development. Questions concerning the comparability of worker classifications or the applicability of Davis Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Neither the contractor nor any subcontractor on the project may terminate an employee

performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wages and Benefits Schedule is a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B below. Contractors must pay all back wages and penalties on previous contracts before being awarded or participating on a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to twenty percent (20%) of the first underpayment; forty percent (40%) of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to sixty percent (60%) of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required, and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor and all subcontractors must keep accurate written records, signed under

oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 “Apprentices and Trainees”.

B. LCPtracker

Each contractor and every low-tier subcontractor is required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCPtracker, a web-based Certified Payroll Management System (www.lcptracker.net). The system is managed by Small Business Development (“SBD”), a division of the Internal Services Department. The use of the system is **mandatory**, pursuant to Miami-Dade County Ordinance No. 18-33.

Each contractor and subcontractor on applicable contracts will be provided a username and password to access LCPtracker system. Use of the system will involve data entry of weekly payroll information including: employee name, social security number, trade classification, total hours and fractions of hours for every type of trade classification work performed on the project, and wage and benefits paid. LCPtracker’s software can also interface with most payroll and accounting software programs that are capable of generating a CSV (comma delimited file). If your program does not have this capability, LCPtracker may be able to build an interface to communicate with your accounting software.

Hands-on training sessions for the LCPtracker system is available. To RSVP, please visit https://mdcsbd.gob2g.com/events.asp and select the training session you would like to attend.

If you are not able to attend a training class in person, there are other free training options available for contractors:

Option 1: Web-Based Training Sessions. Online and live training sessions facilitated by members of LCPtracker’s Customer Support Team are offered several times per month. All you need to participate is a computer with internet access, an email address, and access to a phone.

- Go to the LCPtracker Website: www.lcptracker.net
- Enter your username/password
- Select “Book Now” on the Projects tab and register for the Online training sessions

Option 2: Computer-Based Training Courses. Pre-recorded videos can be viewed at any time by logging into the LCPtracker website (www.lcptracker.net) and following these simple steps:

- Enter your username/password
- Select the "Training Materials" link located at the top of the page
- Select Contractor Training Videos

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will investigate the complaint and notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor/subcontractor to the employee on the work and the amounts received by such employee where violations have been found.

Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure, but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce these provisions and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars ($500.00) for each week each employer is found to have violated these provisions.

B. Hearings

A contractor or subcontractor has the right to an administrative hearing to appeal a determination of non-compliance within (30) days of the notice. To request a hearing the contractor or subcontractor must file a written request along with a $250.00 non-refundable filing fee with the County Mayor or his or her designee. Upon timely receipt of a request for an administrative hearing request, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the Hearing Officer and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made

within a reasonable period, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. All apprentices participating on a project must approved in LCPtracker by SBD. LCPtracker will not allow a contractor to enter an apprentice on its certified payrolls until SBD has received and approved the Apprenticeship Certification, which is only valid for 90 days after issuance. To obtain SBD's approval, the Program Sponsor must submit the Apprenticeship Certification to:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the wage rate on the Wages and Benefits Schedule for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be

observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainee or apprenticeship rate.

7. OTHER STATE AND FEDERAL WAGE LAWS

All Miami-Dade County contracts require contractors to comply with all applicable state and federal wage laws including payment of overtime. To obtain information regarding these laws, please visit the U.S. Department of Labor Wage and Hours Division at www.dol.gov/whd.

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2020

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS				
Cement Mason	$ 15.49	$ -	$ -	**$ 15.49**

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

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CARPENTERS				
Carpenters	$ 24.40	$ 4.40	$ 5.35	**$ 34.15**
Foreman (5 or more workers)	$ 26.35	$ 4.40	$ 5.35	**$ 36.10**
Foreman (12 or more workers)	$ 27.33	$ 4.40	$ 5.35	**$ 37.08**
General Foreman (2 or more Foremen)	$ 28.30	$ 4.40	$ 5.35	**$ 38.05**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 month period	$ 15.13	$ 4.40	$ 5.35	**$ 24.88**
2nd 6 month period	$ 16.35	$ 4.40	$ 5.35	**$ 26.10**
3rd 6 month period	$ 17.57	$ 4.40	$ 5.35	**$ 27.32**
4th 6 month period	$ 18.79	$ 4.40	$ 5.35	**$ 28.54**
5th 6 month period	$ 20.01	$ 4.40	$ 5.35	**$ 29.76**
6th 6 month period	$ 21.23	$ 4.40	$ 5.35	**$ 30.98**
7th 6 month period	$ 22.45	$ 4.40	$ 5.35	**$ 32.20**
8th 6 month period	$ 23.67	$ 4.40	$ 5.35	**$ 33.42**

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

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Railing

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

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ELECTRICAL WORKERS				
Electrician - Wiremen	$ 35.36	$ 5.95	$ 5.42	**$ 46.73**
Electrician - Cable Splicer	$ 35.86	$ 5.95	$ 5.50	**$ 47.31**
Traffic Signal Installer	$ 19.07	$ -	$ -	**$ 19.07**
Welder	$ 35.86	$ 5.95	$ 5.50	**$ 47.31**
Foremen (2)	$ 38.89	$ 5.95	$ 5.95	**$ 50.79**
General Foremen (22 or more Electricians)	$ 42.43	$ 5.95	$ 6.48	**$ 54.86**
Apprentices:				
1st year	$ 17.62	$ 4.47	$ 0.53	**$ 22.62**
2nd year	$ 18.62	$ 4.47	$ 2.91	**$ 26.00**
3rd year	$ 20.62	$ 4.47	$ 3.21	**$ 28.30**
4th year	$ 22.61	$ 4.47	$ 3.51	**$ 30.59**
5th year	$ 26.52	$ 4.47	$ 4.10	**$ 35.09**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $1.00 per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

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

(2) On any job where 3-9 electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems , pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear. Pre-fabricated parts and materials shall be unloaded, distributed and installed by employees covered under this trade and working for the electrical contractor. There are no restrictions on an employers utilization of pre-fabricated or pre-assembled parts, fixtures or other materials when obtained from a third party supplier, except as set forth above.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, Cable Splicer or Welders, four (4) Apprentices to (4 to 6) Wiremen, Cable Splicer or Welders, six (6) Apprentices to (7 to 9) Wireman, Cable Splicer or Welders

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ELECTRICAL WORKERS (ELECTRIC SIGN)				
Electrical - Wiremen	$ 35.36	$ 5.95	$ 5.42	**$ 46.73**
Foremen (2)	$ 38.89	$ 5.95	$ 5.95	**$ 50.79**
Apprentices:				
1st year	$ 17.62	$ 4.47	$ 0.53	**$ 22.62**
2nd year	18.62	4.47	$ 2.91	**26.00**
3rd year	20.62	4.47	$ 3.21	**28.30**
4th year	22.61	4.47	$ 3.51	**30.59**
5th year	26.52	4.47	$ 4.10	**35.09**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $2.00 per hour to the per hour wage rate for Electrician working in high places, seventy-five feet (75') above the ground floor except safety-guarded swing stage, walkways, or 2 man remote baskets.

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

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

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, four (4) Apprentices to (4 to 6) Wiremen, six (6) Apprentices to (7 to 9) Wireman

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IRONWORKERS				
Ironworkers	$ 25.49	$ 5.75	$ 5.40	**$ 36.64**
Foreman (2)	28.04	5.75	5.40	**39.19**
General Foremen (2)	30.59	5.75	5.40	**41.74**
Apprentices:				
1st 6 months - 800 Hours	$ 12.74	$ 5.75	$ -	**$ 18.49**
2nd 6 months - 800 Hours	14.02	5.75	-	**19.77**
3rd 6 months - 800 Hours	15.29	5.75	-	**21.04**
4th 6 months - 800 Hours	16.57	5.75	-	**22.32**
5th 6 months - 800 Hours	17.84	5.75	-	**23.59**
6th 6 months - 800 Hours	19.12	5.75	-	**24.87**
7th 6 months - 800 Hours	20.39	5.75	-	**26.14**
8th 6 months - 800 Hours	21.66	5.75	-	**27.41**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
Diving Pay add $40.00 rental plus $5.00 to the Ironworker's wage rate.

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

(2) A foreman is required when two (2) or more Ironworkers are employed by one employer, one shall be a foreman. When the crew exceeds 12 or more, another foreman is required. A general foreman is required if three (3) or more Ironworker Foremen are employed on a job.

Scope of work under this trade includes but is not limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types), column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, glazing – caulking – sealants and louvers - fixed.

APPRENTICE RATIO: One (1) Apprentice to four (4) Ironworkers. Ornamental work one (1) Apprentice to two (2) Ironworkers

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS

Laborer	$ 16.00	$ 3.90	$ 2.37	**$ 22.27**
Asphalt: Raker, Shoveler, Spreader and Distributor	$ 12.31	$ -	$ -	**$ 12.31**

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	$ 12.80	$ 3.90	$ 2.37	**$ 19.07**
2nd 6 month period	$ 13.60	$ 3.90	$ 2.37	**19.87**
3rd 6 month period	$ 14.40	$ 3.90	$ 2.37	**20.67**
4th 6 month period	$ 15.20	$ 3.90	$ 2.37	**21.47**

Per Hour Premiums:
Laborer Foremen (4 or more laborers) - $1.50 per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - $2.50 per hour on top of the highest paid laborers

$1.50 - Mason and Plaster Tenders, Concrete Placement-Patchmen, and Finisher Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air-Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper & Mixers, Cutting Torch, Hydro-Blasting, Chain Saw.

$3.00- Sidewalks and curb and gutter form builders and setters, Plaster and Concrete Finish and Repair, Loader, Lulls, Forklifts, Bobcats, Water Sewer and Storm Drain Pipe layers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T. V. crew should be classified and paid as laborer. The CCTV Operator should receive the $3.00 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

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

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS, Continued

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Streets, Ways and Bridges - Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

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

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

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and Wrecking.

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Guardrail and Fence Erector, Rod Carrier and Mowers.

APPRENTICE RATIO: After employing one (1) Laborer, the next laborer employed may be an apprentice, after employing four (4) Laborers, an apprentice shall be employed as the next laborer employed. After the first apprentice is employed, the ratio of Apprentices to Laborers shall not exceed one (1) Apprentice for three (3) Laborers.

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"HIGHWAY CONSTRUCTION"

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

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS				
Millwrights, Machinery Erectors	$ 31.70	$ 4.70	$ 10.73	**$ 47.13**
Diver (2) (wet dry days)	$ 37.99	$ 4.70	$ 10.73	**53.42**

Per Hour Premiums:

$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)

$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st Year	$ 20.61	$ 4.70	$ 10.73	**$ 36.04**
2nd Year	$ 23.78	$ 4.70	$ 10.73	**$ 39.21**
3rd Year	$ 26.95	$ 4.70	$ 10.73	**$ 42.38**
4th Year	$ 30.12	$ 4.70	$ 10.73	**$ 45.55**

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

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

Scope of work under this trade includes but is not limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

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OPERATORS AND TRUCK DRIVERS				
OPERATORS				
Backhoe/Trackhoe	$ 16.24	$ -	$ -	**$ 16.24**
Bobcat/Skid Steer	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Boom	$ 18.95	$ -	$ -	**$ 18.95**
Boring Machine	$ 15.29	$ -	$ -	**$ 15.29**
Broom/Sweeper	$ 13.01	$ -	$ -	**$ 13.01**
Bulldozer	$ 16.77	$ -	$ -	**$ 16.77**
Concrete Finishing Machine	$ 15.44	$ -	$ -	**$ 15.44**
Concrete Saw	$ 14.43	$ -	$ -	**$ 14.43**
Crane	$ 22.46	$ -	$ -	**$ 22.46**
Curb Machine	$ 20.74	$ -	$ -	**$ 20.74**
Distributor	$ 13.29	$ -	$ -	**$ 13.29**
Drill	$ 14.78	$ -	$ -	**$ 14.78**
Excavator	$ 16.24	$ -	$ -	**$ 16.24**
Forklift /Lull	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Gradall	$ 14.71	$ -	$ -	**$ 14.71**
Grader/Blade	$ 20.22	$ 3.85	$ -	**$ 24.07**
Loader	$ 19.00	$ 3.90	$ 2.37	**$ 25.27**
Mechanic	$ 18.03	$ -	$ -	**$ 18.03**
Milling Machine	$ 14.67	$ -	$ -	**$ 14.67**
Oiler	$ 16.32	$ -	$ -	**$ 16.32**
Paver (Asphalt Aggregate, and Concrete)	$ 13.61	$ -	$ -	**$ 13.61**
Post Driver (Guardrail /Fences)	$ 14.45	$ -	$ -	**$ 14.45**
Roller	$ 13.67	$ -	$ -	**$ 13.67**
Scraper	$ 12.01	$ -	$ -	**$ 12.01**
Screed	$ 14.15	$ -	$ -	**$ 14.15**
Striping Machine	$ 15.07	$ -	$ -	**$ 15.07**
Spray Nozzleman	$ 11.16	$ -	$ -	**$ 11.16**
Tractor	$ 12.19	$ -	$ -	**$ 12.19**
Trencher	$ 14.74	$ -	$ -	**$ 14.74**
TRUCK DRIVERS				
Distributor Truck	$ 14.96	$ 2.17	$ -	**$ 17.13**
Dump Truck	$ 12.19	$ -	$ -	**$ 12.19**
Flatbed Truck	$ 14.28	$ -	$ -	**$ 14.28**
Lowboy Truck	$ 15.07	$ -	$ -	**$ 15.07**
Slurry Truck	$ 11.96	$ -	$ -	**$ 11.96**
Vactor Truck	$ 14.21	$ -	$ -	**$ 14.21**
Water Truck	$ 13.17	$ 1.60	$ -	**$ 14.77**

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

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"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PAINTERS/WALL COVERING INSTALLATIONS				
Painter - Commercial	$ 16.51	$ 5.10	$ 4.77	**$ 26.38**
Painter - Industrial	$ 20.51	$ 5.50	$ 4.78	**$ 30.79**
Painter - Bridge	$ 29.41	$ 5.50	$ 7.90	**$ 42.81**
Painter (Highway/Parking Lot Striper)	$ 12.13	$ -	$ -	**$ 12.13**
Operator (Spray Nozzleman)	$ 11.16	$ -	$ -	**$ 11.16**
Operator (Striping Machine)	$ 15.07	$ -	$ -	**$ 15.07**

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 10.73	$ 5.10	$ 1.50	**$ 17.33**
2nd 6 months	$ 11.56	$ 5.10	$ 1.50	**$ 18.16**
3rd 6 months	$ 12.38	$ 5.10	$ 1.50	**$ 18.98**
4th 6 months	$ 13.21	$ 5.10	$ 1.50	**$ 19.81**
5th 6 months	$ 14.03	$ 5.10	$ 1.50	**$ 20.63**
6th 6 months	$ 14.86	$ 5.10	$ 1.50	**$ 21.46**
7th and 8th 6 months	$ 15.68	$ 5.10	$ 1.50	**$ 22.28**

Per Hour Premiums:

$1.00 Swing-Stage
$2.00 Thermal-Spay/Metalizing
$1.00 Charge person working up to 5 employees
$1.50 Charge person working 6 or more employees
$1.00 General Foreman above highest paid charge person
$ .50 Apprentices - steel, swing/stage, tanks, lead/asbestos abatement, power facilities, catalyzed epoxies, urethanes, HIPAC coatings

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

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems;

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

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PAINTERS/WALL COVERING INSTALLATIONS, Continued

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

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

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

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 25.20	$ 4.15	$ 6.35	**$ 35.70**
Foreman (30 or less workers)	28.70	4.15	6.35	**39.20**
Divers (Wet days up to 59' or Dry days)	$ 29.65	$ 4.15	$ 6.35	**$ 40.15**
Diver Tender	$ 29.65	$ 4.15	$ 6.35	**$ 40.15**
Foremen (10 or less) - $2.00 per hour over the Divers rate				
Foreman (11 or more workers) - $ 4.00 per hour over the Diver rate				
Apprentices:				
1st year	$ 15.12	$ 4.15	$ 6.35	**$ 25.62**
2nd year	17.64	4.15	6.35	**28.14**
3rd year	20.16	4.15	6.35	**30.66**
4th year	22.68	4.15	6.35	**33.18**

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
$0.50 Certified Welders

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

Scope of work under this trade includes but is not limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

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Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, offshore drilling platforms of oil, gas, or any other purpose, coaldocks, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;				

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used, made of any kind of material, whether temporary or permanent;

Weights for piers, caissons, and test piles; including the securing of such materials except for independent testing equipment done by an independent testing laboratory;

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

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

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite; All labor (except the work of the Operating Engineers and Oilers) employed in the actual operation of Piledriving equipment used for whatever purpose, including the operation of deck winches. The operation of vibratory hammer controls, hammer throttle values and panels not permanently fixed to a crane within reach of the Operator is work.

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalinization plants; inspecting, surveying , removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledirvers/Bridge Carpenter

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, Small Business Development for a wage determination.

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

Please Contact:

Internal Services Department
Small Business Development Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate and benefits listed in the Wages and Benefits Schedule for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the wage and benefits schedule posted with this notice for the type of work you are performing if benefits are not provided.

OVERTIME
You must be paid time and one-half of your rate of pay for all hours worked in excess of 40 hours in a week.

APPRENTICES & TRAINEES
Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first-time offender are 20% of the amount of underpayment payable to the County. The sanctions increase to 40% for the second underpayment and 60% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

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

the _____ of _____,
(PRINT TITLE) **(PRINT NAME OF BIDDER OR PROPOSER)**

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 201___.

_____Personally known or _____produced identification.

_____ _____
(Signature of Notary Public - State of Florida) (Print, Type, or Stamp Commissioned Notary Public)
Name of

Type of identification produced:_____

MIAMI-DADE COUNTY
Delivering Excellence Every Day

Contractor Quick-Start Guide

RESPONSIBLE WAGES & BENEFITS

Phone: 714-669-0052 **Email:** info@lcptracker.com **Web:** lcptracker.com **Address:** 117 E. Chapman Ave. Orange, CA 92866

Revised 07/05/2018

CONTRACTOR QUICK START GUIDE

Here at LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing wage software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

LCPtracker has been in business since 2001, and we are constantly changing to better suit your labor compliance needs. LCPtracker is used by over 200 Government Agencies and 55,000 Contractors.

LCPtracker is an online, cloud-based software company that provides users with the proper tools to easily ensure that each contractor is meeting prevailing wage guidelines as well as to easily create the detailed reports that can be required by agencies like the United States Army Corp of Engineers or the FHWA.

Whether it's Davis-Bacon laws that are set by the United States Department of Labor (USDOL), California prevailing wages set by the Department of Industrial Relations (DIR), or any other labor laws set by a specific state or local government agency, LCPtracker makes it easy to guarantee that every Contractor is compliant.

HOW DOES IT WORK?

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system, or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries are flagged to Contractors preemptively, allowing them to correct data prior to submittal. (This is contingent on how the Agency sets up their project validations.)

A few of the **immediate benefits** experienced by using LCPtracker are:

- All Contractor reports are available instantly to Contractors in hardcopy and electronic format.
- No need to mail in paperwork! Payrolls will be submitted electronically.

There is no cost to Contractors for this service or for online training and we have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.

CONTACTING LCPTRACKER SUPPORT

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a "no reply" email address from LCPtracker (i.e., NOREPLY@LCPtracker.com.) This email, with login instructions, will be sent to Contractors once they're assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support

- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below. (Because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on.)

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is – please be a specific as possible so we can re-create the issue

LCPTRACKER TRAINING OPTIONS

Contractors may access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.

ADD/EDIT EMPLOYEE

To add an employee into system or edit someone already in system, click on ***Set Up*** and then ***Add/Edit Employee***.

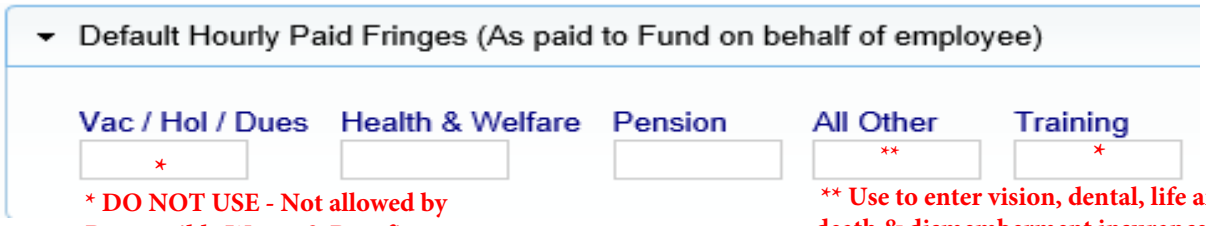
Add / Edit Employee Information

This section is used to enter Contractor employees and their personal information. Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field is required by the Agency, and the system will not save unless the information is entered in the required fields.

Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a "time saver". You may wish to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the "calculate fringes" button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked. (Keep in mind that if you have any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.)

If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, you may wish to skip this section and use the Fringe Benefit Maintenance table to enter your hourly fringe rates into system. (Note that any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.)



Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under this “other” deduction section. Any amount listed in “other” will then dictate that “other deduction notes” is required. You can always come back and add/edit the employee and enter value in this section to save yourself time.

1. PAYROLL RECORDS

There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

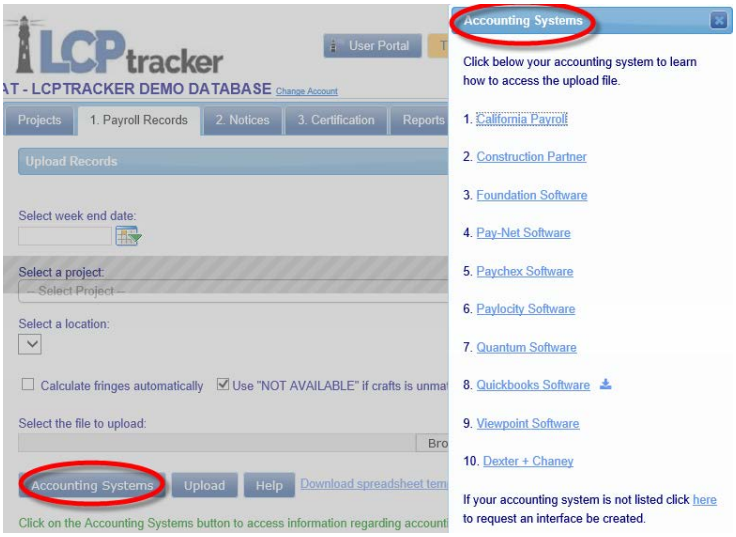
We will be discussing manual entry in detail below, but here is some information regarding the other four:

1. COPY PAYROLL

This option is only available if you have already completed a week of payroll. Once you’re in the Payroll Records tab, simply click on the “Copy Previous Payroll” button, select your project, then select the CPR you’d like to copy.

2. UPLOAD FROM A PAYROLL SYSTEM EXPORT FILE

From the Payroll Record tab, click on the “Upload Records” button. Further click on the “Accounting Systems” button, and you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file. To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click on Partners>Payroll Interfaces. If you do not find your payroll company, and would like to see if there is an opportunity to partner, please fill out the informational form listed under the “Upload Records” section and someone from LCPtracker will contact you.



Current Accounting Systems Available

1. Paychex Flex
2. Foundation
3. Viewpoint – Vista
4. Viewpoint – ProContractor
5. Pay-Net
6. Construction Partner
7. California Payroll
8. Quantum Systems – Quickbooks Partner
9. Sunburst – Quickbooks Partner
10. Paylocity
11. ComputerEase
12. Benepay Technologies
13. Dexter+Chaney – Spectrum
14. Payday Workforce Solutions
15. Quickbooks – Desktop Version (in the works)
16. Computer Guidance
17. Event 1 Software – Sage 100/Timberline

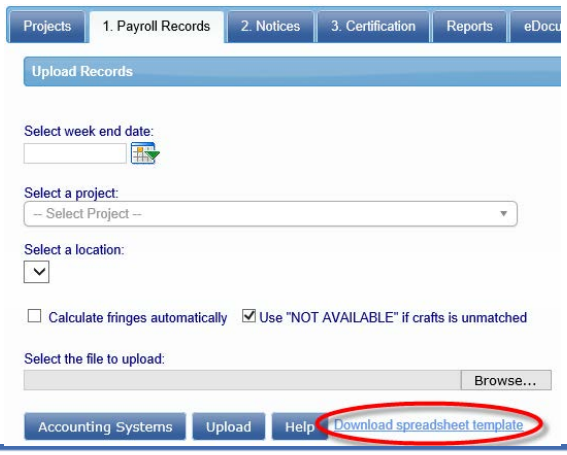
You can click on the name of your payroll company, and you will either find a list of directions on how to obtain your export file, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

Once you have it, you can use it to upload your CPR from that “Upload Records” button. For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

3. UPLOAD FROM THE EXCEL SPREADSHEET

LCPtracker has an Excel spreadsheet template available for you to download in the same “Upload Records” section mentioned above. There is a legend as well as instructions available on the Excel template.

You can manually enter info into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.



4. DIRECT PAYROLL SUBSCRIPTION / INTERFACE (DPI)

This is another option available to Contractors who would prefer to not enter their CPRs manually, do not want to use the Excel spreadsheet, and do not use a payroll company that LCPtracker partners with. You can choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that "Upload Records" button.

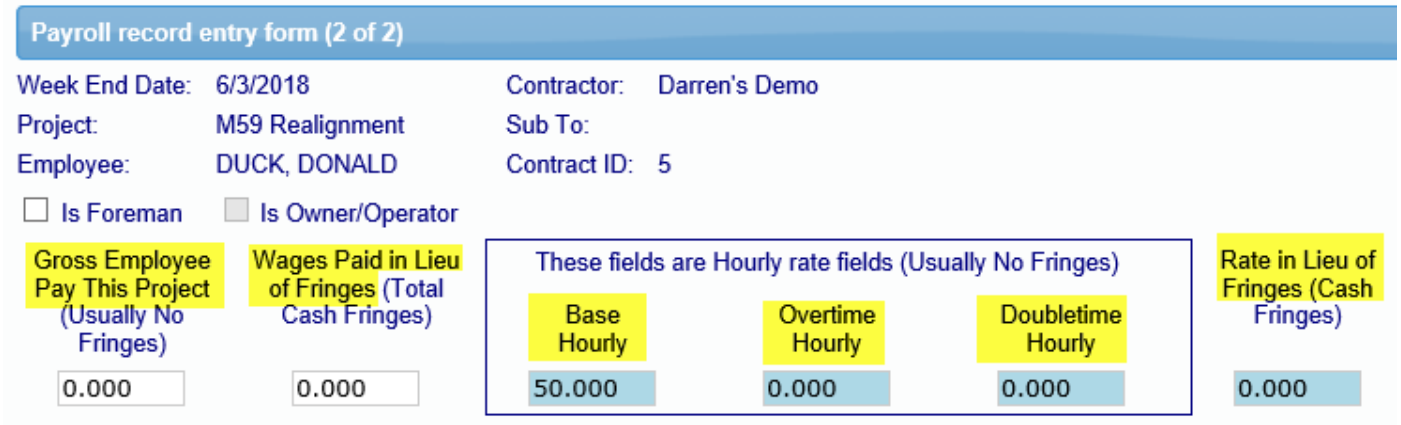
For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

5. MANUAL ENTRY

You will enter a record each week for every employee that performs work covered by prevailing wages on their project. If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) please enter two separate pay records to show that they are being paid according to the work performed.

AMOUNTS PAID (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.



Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund or program, please list the hourly rate paid here.

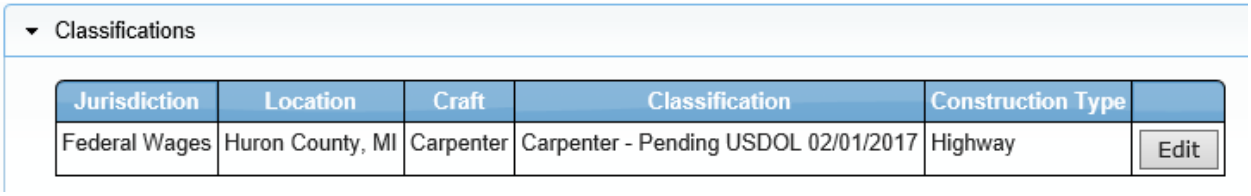
Base Hourly – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

Doubletime Hourly – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

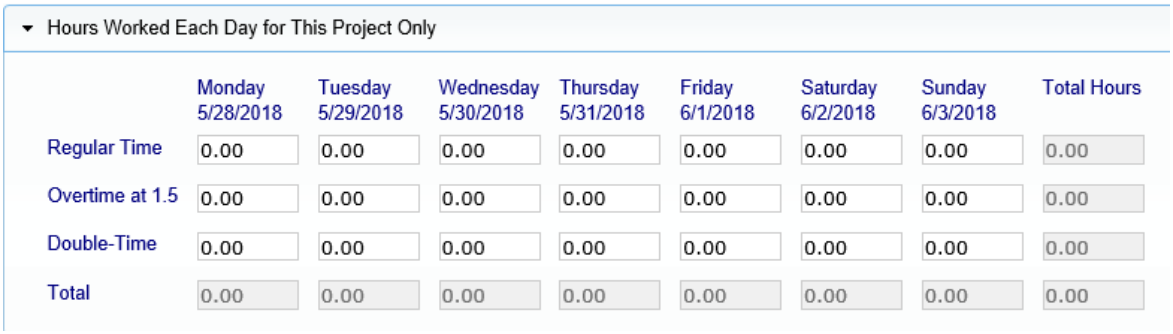
CLASSIFICATIONS

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Please remember that if your employee worked in more than one classification within this work week, you will need to enter a separate payroll record for that classification.)



HOURS WORKED EACH DAY FOR THIS PROJECT ONLY

Enter the hours worked each day. The first row is for regular time worked, the second row is for overtime worked and the third row for is for double time worked. You ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column.



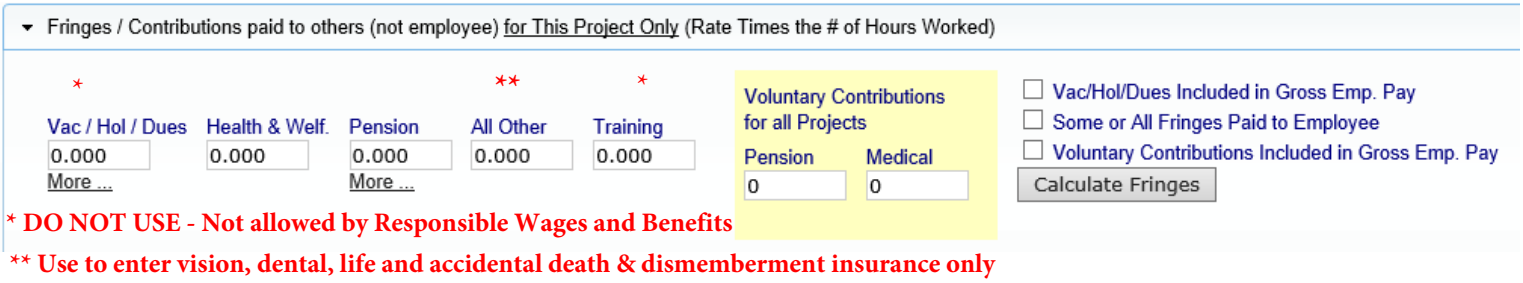
FRINGES/CONTRIBUTIONS PAID TO OTHER (NOT EMPLOYEE) FOR THIS PROJECT ONLY

You may utilize this section in two different ways:

1. Auto calculate
2. Manual entry

The first is by simply clicking the Calculate Fringes button so that the system automatically calculates the fringe benefit rates paid. This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

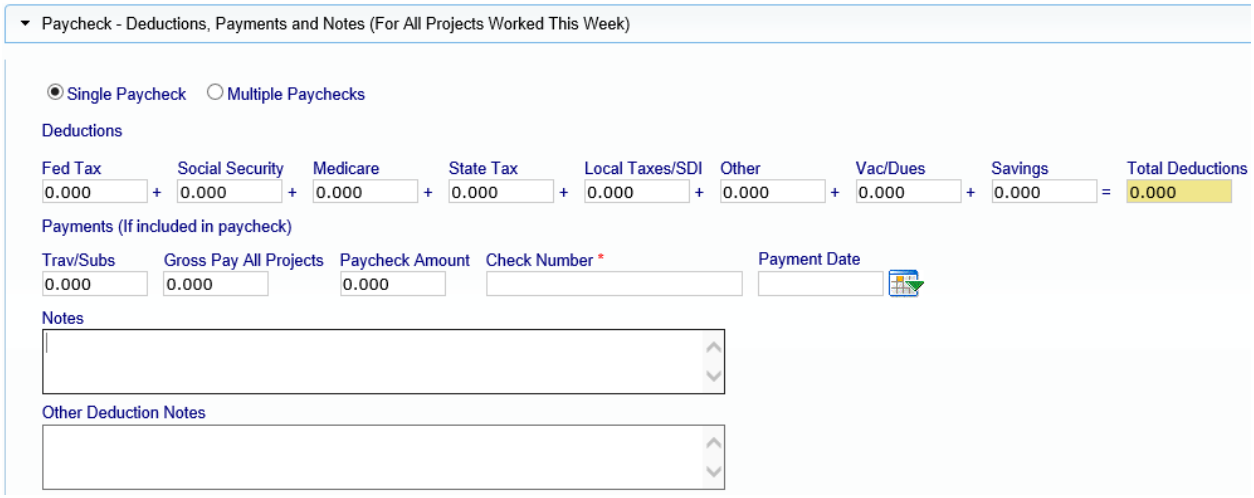
The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup then that value carries over.



*** DO NOT USE - Not allowed by Responsible Wages and Benefits**

**** Use to enter vision, dental, life and accidental death & dismemberment insurance only**

PAYCHECK – DEDUCTIONS, PAYMENTS AND NOTES (values entered in this section apply to all hours worked on all projects during the week.)



Deductions - the Total Deductions box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the Other deductions field, an Other Deduction Note will become required.

Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and Net pays are correct.

Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilize direct deposit and no check numbers exists, enter "DD".

Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.

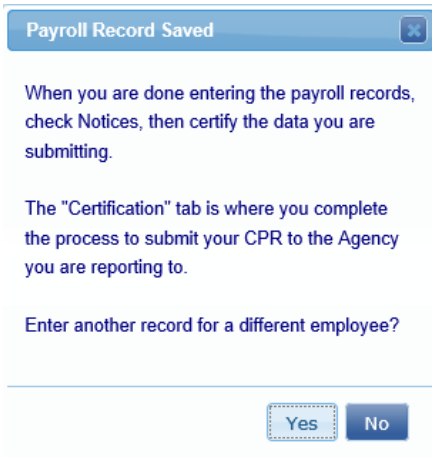
Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

Other Deduction Notes – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write "other deduction" or "N/A".

WHEN YOU HAVE COMPLETED ALL THE ABOVE-MENTIONED FIELDS, CLICK SAVE.

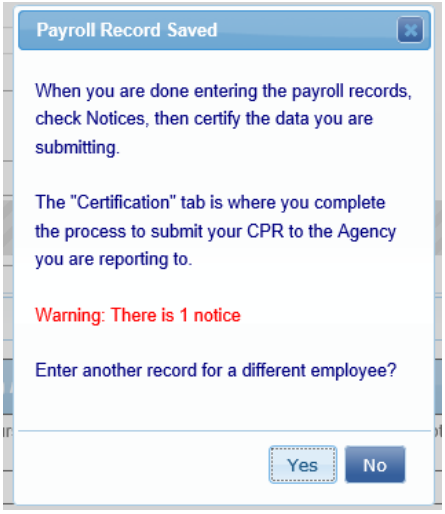
SAVE WITH NO NOTICES

With a successful save you will get this message:



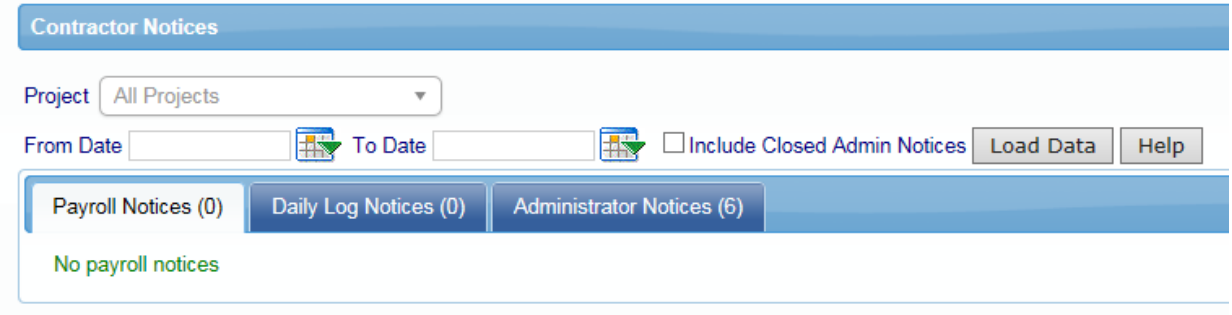
SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll up or down on the payroll record to see what you have missed that may be a required field.

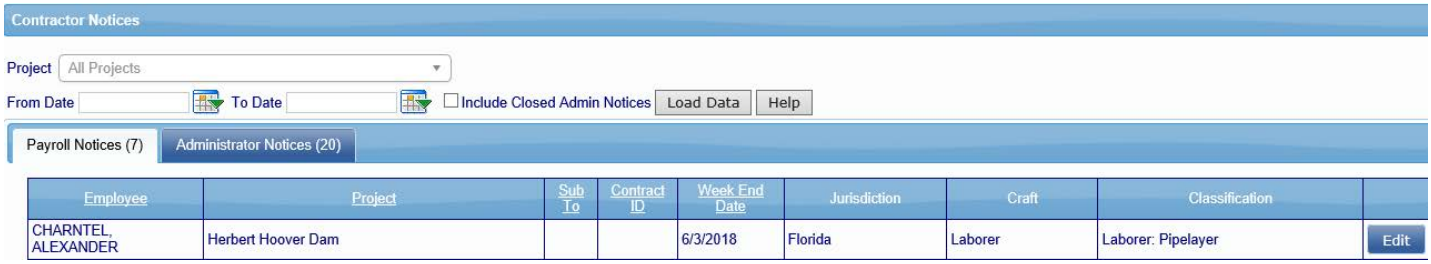


2. NOTICES

Once you have entered all payroll records for the week, you should go into the Notices tab to check and see if you have any payroll Notices. Your records have been saved: perhaps there are issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen.



If you have an employee who shows up in this screen, you will need to clear that notice.



To clear your notice, click on the Edit button to the right of the employee name. From there, you will be taken back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, you have options on how to get help. You can click on the Video Assistance “Play Now” button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

You must clear all notices to certify your payroll.

3. CERTIFICATION

You are almost finished, and now it’s time to certify your payroll. You will do this for each week beginning when you first start work on your project until the last week on the project.

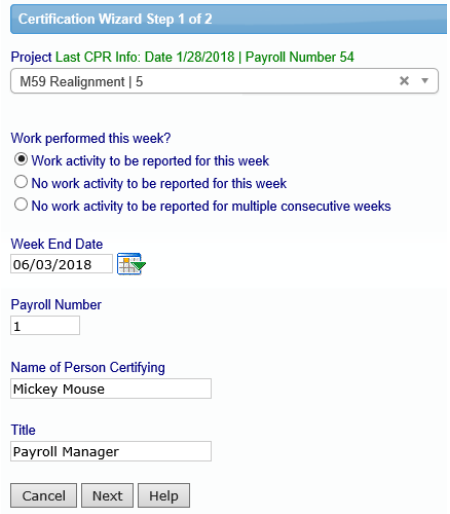
You have three options available to you when you certify your payroll:

- Certify a payroll for a week during which work was performed
- Certify a payroll for a week during which no work was performed (non-work week payroll)
- Certify a payroll for multiple consecutive weeks during which no work was performed

CERTIFICATION WIZARD, STEP 1 OF 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next



CERTIFICATION WIZARD, STEP 2 OF 2

You are now seeing your Statement of Compliance (SOC) portion of your certified payroll report. You are just a few clicks away from certifying your payroll.

You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a – paid into an approved plan, fund or program
- 4b – paid in cash to the employee
- 4c – section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory is you are recertifying a CPR.

You may also click on a checkbox to note if your CPR is a final.

Lastly, you will put in your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e-Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)

Congratulations

You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.

USER ID MERGE REQUEST FORM

This form is for LCPtracker system users who have more than one User ID (i.e., log-in to system) and they would prefer one log-in. User **MUST** fill out form and email back to the Support department or database Admin as directed for merge requests to be fulfilled. Please note that incorrect information could delay your request. Be certain your information is correctly listed.

	Enter Information for each User ID you have and need merged. Please note that "DPI - yes/no:" is asking whether you have purchased a Direct Payroll Interface (DPI) from LCPtracker. We need this information to complete your request.		**Current User ID# (Do NOT include passwords!)**	**Move All Accounts associated with ID#? Yes/No**
Example	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**	**GD Inspection Services, LLC** **Stacey L. Doll** **support@lcptracker.com** **DPI: no**	**8885551212**	**Yes**
1	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
2	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
3	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
4	**Company Name:** **Contact Name:** **Contact email:** **DPI - Yes/No:**			
		USER ID YOU WANT TO KEEP>>>		

Request fulfilled within 5 business days (or sooner) and User will be notified when completed. User may continue working under all User IDs individually and once merge(s) completed all information will be under one User ID. If you have more than two user ID's, please send use multiple forms. Please note there are scenarios where User IDs may not be merged unless account is Multiple Assignment enabled:

- User is on same project more than once as subcontractor to different companies;
- User may be on same project as subcontractor to same company with different contracts;
- Please note that some administrator(s) do NOT allow merges without their permission. You will be notified if any of your request IDs fall under these accounts.

By submitting this form to LCPtracker and checking the box below, you hereby authorize the merge of your ID as described above.

□ I _____, hereby authorize merging the above-referenced User IDs.

(Name and title, if applicable)

Please email this completed form to either Support@lcptracker.com, or to your client if so directed.

"General Decision Number: FL20200215 08/28/2020

Superseded General Decision Number: FL20190215

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/21/2020
2	02/28/2020
3	05/15/2020
4	08/28/2020

ASBE0060-001 03/02/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 34.58	12.57

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN	$ 25.20	10.36

ELEV0071-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC	$ 45.91	34.765

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.75	9.20

ENGI0487-020 05/01/2016

	Rates	Fringes
OPERATOR: Concrete Pump	$ 26.04	9.23

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton Capacity and Over	$ 33.05	9.20
All Cranes Over 15 Ton Capacity	$ 32.05	9.20
OPERATOR: Forklift	$ 23.25	9.20
OPERATOR: Mechanic	$ 32.05	9.20
OPERATOR: Oiler	$ 23.50	9.20

IRON0272-001 10/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 25.49	11.99

IRON0402-001 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 23.69	12.70

PLUM0519-001 10/31/2019

	Rates	Fringes
PLUMBER	$ 30.63	11.64

PLUM0725-001 07/16/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations)	$ 35.63	14.15

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* SFFL0821-004 07/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 29.88	19.75

SHEE0032-001 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation	$ 23.50	12.18

SUFL2014-024 08/16/2016

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation	$ 18.04	3.24
CEMENT MASON/CONCRETE FINISHER	$ 13.06	0.70
ELECTRICIAN, Includes Low Voltage Wiring	$ 29.60	9.38
IRONWORKER, REINFORCING	$ 17.72	0.00
LABORER: Common or General, Including Cement Mason Tending	$ 11.79	0.70

LABORER: Pipelayer.....$ 13.56 1.34

OPERATOR: Bulldozer.....$ 15.40 1.90

OPERATOR: Grader/Blade.....$ 18.97 0.00

OPERATOR: Loader.....$ 16.00 2.82

OPERATOR: Roller.....$ 14.43 4.78

PAINTER: Brush, Roller and
Spray.....$ 16.00 3.48

ROOFER.....$ 19.98 4.77

TILE SETTER.....$ 18.01 0.00

TRUCK DRIVER: Dump Truck.....$ 13.22 2.12

TRUCK DRIVER: Lowboy Truck.....$ 14.24 0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: FL20200125 09/04/2020

Superseded General Decision Number: FL20190125

State: Florida

Construction Type: Heavy

County: Miami-Dade County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	08/14/2020
2	09/04/2020

* ELEC0349-007 09/01/2020

	Rates	Fringes
ELECTRICIAN	$ 36.36	11.82

ENGI0487-017 07/01/2013

	Rates	Fringes

OPERATOR: Backhoe (Except Loader Combo).....$ 28.32 8.80
OPERATOR: Crane
All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes; Boom Truck.....$ 29.05 8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.....$ 28.32 8.80
OPERATOR: Drill.....$ 25.80 8.80
OPERATOR: Loader.....$ 25.64 8.80
OPERATOR: Oiler.....$ 22.99 8.80

IRON0272-005 10/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 25.49	11.99

LABO1652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker	$ 22.05	7.27

PAIN0365-007 08/01/2020

	Rates	Fringes
PAINTER: Brush, Roller and Spray	$ 20.21	11.83

SUFL2009-164 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER	$ 16.61	5.52
LABORER: Common or General	$ 13.09	1.26
LABORER: Landscape	$ 7.25	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Bulldozer	$ 14.95	0.81
OPERATOR: Excavator	$ 21.16	1.67
OPERATOR: Grader/Blade	$ 16.00	2.84
OPERATOR: Mechanic	$ 14.32	0.00
OPERATOR: Roller	$ 10.95	0.00
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck	$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck	$ 12.21	1.97

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: FL20200178 09/04/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	09/04/2020

* ELEC0349-002 09/01/2020

	Rates	Fringes
ELECTRICIAN	$ 36.36	11.82

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER	$ 17.84	0.00

CEMENT MASON/CONCRETE
FINISHER, Includes Form Work.....$ 15.49 0.00

FENCE ERECTOR.....$ 12.82 0.00

HIGHWAY/PARKING LOT STRIPING:
Operator (Striping Machine).....$ 15.07 0.00

HIGHWAY/PARKING LOT STRIPING:
Painter.....$ 12.13 0.00

HIGHWAY/PARKING LOT STRIPING:
Operator (Spray Nozzleman).....$ 11.16 0.00

INSTALLER - GUARDRAIL.....$ 13.43 0.00

IRONWORKER, ORNAMENTAL.....$ 13.48 0.00

IRONWORKER, REINFORCING.....$ 18.43 0.00

IRONWORKER, STRUCTURAL.....$ 16.42 0.00

LABORER (Traffic Control
Specialist incl. placing of
cones/barricades/barrels -
Setter, Mover, Sweeper).....$ 11.59 0.00

LABORER: Asphalt, Includes
Raker, Shoveler, Spreader and
Distributor.....$ 12.31 0.00

LABORER: Common or General.....$ 10.69 0.00

LABORER: Flagger.....$ 12.53 0.00

LABORER: Grade Checker.....$ 12.41 0.00

LABORER: Landscape &
Irrigation.....$ 9.02 0.00

LABORER: Mason Tender -
Cement/Concrete.....$ 13.91 3.50

LABORER: Pipelayer.....$ 15.02 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 16.24 0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 12.88 0.00

OPERATOR: Boom.....$ 18.95 0.00

OPERATOR: Boring Machine.....$ 15.29 0.00

OPERATOR: Broom/Sweeper.....$ 13.01 0.00

OPERATOR: Bulldozer.....$ 16.77 0.00

OPERATOR: Concrete Finishing Machine.....$ 15.44 0.00

OPERATOR: Concrete Saw.....$ 14.43 0.00

OPERATOR: Crane.....$ 22.46 0.00

OPERATOR: Curb Machine.....$ 20.74 0.00

OPERATOR: Distributor.....$ 13.29 0.00

OPERATOR: Drill.....$ 14.78 0.00

OPERATOR: Forklift.....$ 16.32 0.00

OPERATOR: Gradall.....$ 14.71 0.00

OPERATOR: Grader/Blade.....$ 20.22 3.85

OPERATOR: Loader.....$ 15.53 0.00

OPERATOR: Mechanic.....$ 18.03 0.00

OPERATOR: Milling Machine.....$ 14.67 0.00

OPERATOR: Oiler.....$ 16.32 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 13.61 0.00

OPERATOR: Piledriver.....$ 17.23 0.00

OPERATOR: Post Driver (Guardrail/Fences).....$ 14.45 0.00

OPERATOR: Roller.....$ 13.67 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.15 0.00

OPERATOR: Tractor.....$ 12.19 0.00

OPERATOR: Trencher.....$ 14.74 0.00

PAINTER: Spray.....$ 16.52 0.00

SIGN ERECTOR.....$ 12.96 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 19.07 0.00

TRUCK DRIVER: Distributor
Truck.....$ 14.96 2.17

TRUCK DRIVER: Dump Truck.....$ 12.19 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.07 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Vactor Truck.....$ 14.21 0.00

TRUCK DRIVER: Water Truck.....$ 13.17 1.60

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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END OF GENERAL DECISION"

Memorandum

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

From: Javier A. Betancourt, Executive Director

Date: October 15, 2020

Re: **CITT AGENDA ITEM 7B:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST ("CITT") URGING THE COUNTY ADMINISTRATION AND BOARD OF COUNTY COMMISSIONERS ("BCC") TO CONSIDER THE CITT'S ADDITIONAL OBSERVATIONS, CONCERNS AND RECOMMENDATIONS DEVELOPED AS PART OF ITS REVIEW OF THE PROPOSED INTERIM AGREEMENT FOR A RAPID MASS TRANSIT SOLUTION FOR THE BEACH CORRIDOR TRUNK LINE **(CITT)**

On October 15, 2020, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 20-036. The vote was as follows:

Joseph Curbelo, Chairperson – Aye
Alfred J. Holzman, 1st Vice Chairperson – Aye
Oscar J. Braynon, 2nd Vice Chairperson – Aye

Glenn J. Downing, CFP® – Aye
Joe Jimenez – Aye
Jonathan Martinez – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye
Ashley V. Gantt, Esq. – Aye
Hon. Anna E. Lightfoot-Ward, Ph.D. – Absent
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye

c: Jennifer Moon, Deputy Mayor
Bruce Libhaber, Assistant County Attorney