



VOLUME I OF II



**MIAMI-DADE AVIATION DEPARTMENT**

**MIAMI-DADE COUNTY**

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*County Attorney*

Ralph Cutié  
*Aviation Director*

**BID No. AA005A**

E Satellite and Lower Cc E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (ADVGS), Cameras, Doors/Hardware/Access Control

**CONTACT FOR THIS SOLICITATION:**

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Aviation Senior Procurement Contracting Officer  
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# ADVERTISEMENT FOR BIDS

**BID NO.:** AA005A

**PROJECT NAME:** E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control

- 1. BID SUBMITTAL:** Sealed Bids for the Project and a signed notarized Certificate of Assurance (COA), designated above will be received for and on behalf of Miami-Dade-County Aviation Department, Procurement & Materials Management Division, 4331 N.W. 22<sup>nd</sup> Street, Building 3040, Miami, Florida 33122 until **2:00 P.M. EST on September 12, 2022** or as modified by addendum, at which time all Bids will be taken to Building 5A, 4200 N.W. 36<sup>th</sup> Street, 2<sup>nd</sup> Floor, Conference Room G, Miami, Florida 33166, publicly opened and read aloud. Bids received after the time and date specified will not be considered. The County reserves the right to postpone or cancel the Bid opening at any time prior to the scheduled opening of Bids. Bidders are invited to be present. The responsibility for submitting bids on or before the stated time and date specified is solely the responsibility of the bidder. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the bidder(s).

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the proposal due date and time. The County will only consider the latest version of the bid. Each submitted bid shall stand on its own, without reference to or incorporation of materials or documents contained in previously submitted bids.

All Bids must be submitted as set forth in the Bid Documents. The County reserves the right to reject any or all Bids, to waive informalities and irregularities, or to re-advertise the project. The County, by choosing to exercise its right of rejection, does so without the imposition of any liability against the County by any and all Bidders.

- 2. BID GUARANTY:** Each Bid must be accompanied by a Bid Guaranty of not less than five percent (5%) of the Total Bid in a manner required by the Instructions to Bidders. No Bid may be withdrawn after the scheduled closing time for the receipt of Bids for a period of one hundred and eighty (180) days. The County reserves the right to reject any or all Bids, to waive informalities and irregularities, to reject all Bids, or to re-advertise for Bids.

### **3. SCOPE DESCRIPTION:**

Miami-Dade County, as represented by Miami-Dade Aviation Department ("MDAD") requires the services of a general contractor to provide construction services including, but not limited to project management, on-site supervision, labor, material, tools, equipment, trade subcontractors, licenses, permit, overhead, profit, etc. in accordance with the following documents referred to herein as contract bid documents:

- Dry-Run approved construction plans dated April 1, 2022, inclusive of Bulletin 01 revisions dated March 15, 2022, prepared by MOBIO Architects, PC
- Project Manual dated April 1, 2022, inclusive of Bulletin 01 revisions dated March 15, 2022, prepared by MOBIO Architects

The scope of work for this project consists of, but not limited to:

1. Demolition and removal of existing stucco surfaces and application of new stucco and paint at E Satellite, Lower Concourse E buildings
2. Install new Lightning Protection System at E Satellite, Lower Concourse E buildings

Provide structural connection, power and data raceways as required per the plans per the contract document for the installation of the Advanced Visual Docking Guidance System (AVDGS) by ADB SAFEGATE for

each gate at E Satellite building including purchasing/procurement of the AVDGS equipment, connection, programming, testing, commissioning, and training of MDAD staff or its designated consultants and airline staff

3. Provide power and data raceways as required per the contract documents for rooftop cameras provided and installed by others, at E Satellite, Lower Concourse E and DE Connector.
4. Remove numerous existing interior doors at E Satellite and Lower Concourse E buildings and replace with new doors including new hardware, access control (card readers), and cameras.

Successful bidder for this contract will be required to coordinate with and schedule all work as needed with MDAD contractors, consultants and MDAD departments/offices as required or needed or directed by the MDAD project manager or his/her representative, to perform their work in conjunction with this project and to achieve the successful completion of the project. All new work not shown as provided by others, will be the General Contractor’s responsibility. The plans have undergone RER reviews and have been dry run approved. The successful bidder will pull a Master Permit and all required Trade Permits for the scope of work described in the contract bid documents.

The General Contractor **shall include in their Bid price** all work associated with **MDAD approved contractors** for the referenced scope of work:

Work	Bid Reference or Information	Contact Name	Contact Information
Matrix	Division 28	Matt Norbuta	Matt.Norbuta@matrixsys.com or 1-614-598-3342
Security cameras (Certified Network Professionals)	Division 28	Orlando Suero	ogsuero@cnetpro.net or 1-954-610-0443
Automation and Fire Alarm (Honeywall)	Division 28	Henry Pino	henry.pino@honeywell.com or 1-305-586-0606
Security Doors (Dash Doors)	Division 26 and Division 27	Eneldo Pereira	epereira@dashdoor.com or 1-786-517-7402

**4. MINIMUM QUALIFICATION:**

A Bidder must hold at the time its bid is submitted:

- A. A current valid certificate, as listed below, qualifying the Bidder to perform the Work contemplated by these Contract Documents. Failure to hold the appropriate certificate at the time this Bid is submitted shall render the Bid non-responsive.
  - 1) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or
  - 2) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.117, Florida Statutes.
- B. If a Bidder is a joint venture, the joint venture entity, of whatever nature or qualifications, must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Business & Professional Regulations (DBPR). Joint Venture Bidders not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry

Licensing Board and have received a letter from the Department of Business & Professional Regulations (DBPR) attesting that they have satisfied the requirements of DBPR pertaining to the Qualifications of Joint Ventures. Such letters must be submitted with the Bid.

Failure to comply with the provisions of this Section at the time this bid is submitted, shall render the Bid non-responsive.

**5. BID DOCUMENTS:** The following documents are available as a link in the advertisement and can be utilized by proposed bidders and subs:

- Dry-Run approved construction plans dated April 1, 2022, inclusive of Bulletin 01 revisions dated March 15, 2022, prepared by MOBIO Architects, PC
- Project Manual dated April 1, 2022, inclusive of Bulletin 01 revisions dated March 15, 2022, prepared by MOBIO Architects

**6. PRE-BID CONFERENCE:** The Miami-Dade Aviation Department will hold a Highly Recommended Pre-Bid Conference, on August 23, 2022, at 9:00 am at Miami International Airport, Building 5A, second floor, in Conference Room G, for all interested parties. Attendance will be limited to two (2) representatives per firm. It is the policy of Miami-Dade County to comply with all the requirements of the Americans with Disabilities Act (ADA). For sign language, interpreter services, material in accessible format, other special accommodations, or airport-related ADA concerns, please contact the MDAD Office of ADA Coordination at (305) 876-7747 or [JAMarin@miami-airport.com](mailto:JAMarin@miami-airport.com).

**7. SITE VISIT (Highly Recommended):** Site Visit by MDAD will be held on August 23, 2022, by appointment only and on a first come, first serve basis, until all slots are filled. The specific time and location for the appointment and the rules of conduct during the Site Visit will be provided via email to the approved Requestor 48 hours prior to the day of the Site Visit. The Site Visit will be scheduled for a period of three (3) hours and visits are restricted to a maximum of two (2) representatives per Contractor. Any person visiting the Ramp level shall hold MDAD ID badge. If the person does not have a badge, then the request for temporary badge shall be made 72 hours in advance by submitting a copy of the driver license, date of birth, and the last four (4) numbers of their SS number. All approved attendees will be required to abide by the most recent Miami-Dade County Emergency Order (EO) issued by the Mayor. All attendees are required to wear an OSHA approved safety vest in order to attend the site visit.

**8.** Attendees are strongly encouraged to visit the following website to avoid being turned away: <https://www.miamidade.gov/global/initiatives/coronavirus/emergency-orders.page>.

The following is required to be approved to participate:

1. Liability Waiver

Requests to participate in the Site Visit should be sent via email by 10:00 am on August 30, 2022 to the County's Contracting Officer (email: [cburgos@flymia.com](mailto:cburgos@flymia.com)) and copy to Clerk of the Board (email: [clerk.board@miamidade.gov](mailto:clerk.board@miamidade.gov)). The following information should be included in the email:

1. Names of the individual(s) and Company participating in the Site Visit.
2. Liability Waiver

The County reserves the right solely to determine who is approved for the Site Visit.

## **9. SMALL BUSINESS PROGRAM**

- A. Small Business Enterprise – Construction participation goal for this project is located in Part 3 of this Solicitation.

- B. The purpose of a subcontractor construction participation goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Bidders shall submit an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After bids are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Bidders directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Bid due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

**10. BID IS SUBJECT TO THE FOLLOWING PROVISIONS AMONG OTHERS:**

- A. The Miami-Dade County Responsible Wages Ordinance.
- B. The "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth in the Contract Documents.
- C. The Contractor's compliance with the Executive Order and the regulations in 41CFR 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 41CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. 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 a minority or female employee or trainee 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 41CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.
- D. Pursuant to Miami-Dade County Code Section 2-11.1(t), a "Cone of Silence" is imposed upon RFPs, RFQs or bids after advertisement and terminates at the time the County Mayor issues a written recommendation to the Board of County Commissioners or a Notice of Contract Award Recommendation, whichever comes first. The Cone of Silence prohibits communications regarding RFPs, RFQs or bids

between potential vendors, service providers, bidders, lobbyists, or consultants and the County's professional staff, including but not limited to the County Mayor and the County Mayor's staff. A Cone of Silence is also imposed between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff.

- E. The provisions of Miami-Dade County Code Section 2-11.1(t) do not apply to oral communications at pre-bid conferences, oral presentations before selection committees, oral communications with the Contracting Officer, as published by the Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department in their weekly Cone of Silence Project Information Report, for administering the procurement process, Contract negotiations during any duly noticed public meetings, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ, or bid document. Bidders or proposers must file a copy of any written communication with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. For these purposes, public meetings include those which may be organized by remote means in accordance with the terms of this invitation to bid.
- F. In addition to any other penalties provided by law, violation of Miami-Dade County Code Section 2-11.1(t) by any bidder or proposer shall render any RFP award, RFQ award, or bid award voidable. Any person having personal knowledge of a violation of this Ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Bidders or Proposers should reference the actual Ordinance for further clarification.
- G. The County shall not be responsible for any modifications or alterations made to the Bid Documents or to the Contract Documents other than those made by Addendum, Change Order, or Work Order. Any purchase of partial sets of documents shall be at the purchaser's risk.
- H. Pursuant to Miami-Dade County Code Section 2.8-1 (d), a Bidder shall have on file, prior to contract award a duly executed Affirmation of Vendor Affidavits with the Internal Services Department, Strategic Procurement Division, to be maintained with the bidders vendors registration file. The Bidder is responsible for completing the Vendor Registration Package, including all affidavits by visiting the following website: <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, Florida 33128, (305) 375-5773.
- I. Sustainability/LEED Certification: This project is not to be LEED certified.
- J. Miami-Dade County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## INSTRUCTIONS TO BIDDERS

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### **1. PREPARATION AND SUBMISSION OF BIDS**

**1.01 BID SUBMITTAL:** Sealed Bids for the Project and a signed notarized Certificate of Assurance (COA), designated above will be received for and on behalf of Miami-Dade-County Aviation Department, Procurement & Materials Management Division, 4331 N.W. 22<sup>nd</sup> Street, Building 3040, Miami, Florida 33122 until **2:00 P.M. EST on September 12, 2022** or as modified by addendum, at which time all Bids will be taken to Building 5A, 4200 N.W. 36<sup>th</sup> Street, 2<sup>nd</sup> Floor, Conference Room G, Miami, Florida 33166, publicly opened and read aloud. Bids received after the time and date specified will not be considered. The County reserves the right to postpone or cancel the Bid opening at any time prior to the scheduled opening of Bids. Bidders are invited to be present. The responsibility for submitting bids on or before the stated time and date specified is solely the responsibility of the bidder. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the bidder(s).

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the proposal due date and time. The County will only consider the latest version of the bid. Each submitted bid shall stand on its own, without reference to or incorporation of materials or documents contained in previously submitted bids.

**1.02** All bids shall be submitted on the forms provided by the County. All applicable blank spaces in the Bidding Documents must be filled in legibly. The Plans and Project Manual should not accompany the bid. Copies of all required forms for the submission of Bids are also included in the Bid Documents.

**1.03** The Bidder shall specify unit price(s), and the amount(s) for each bid item.

**1.04** In the case of unit price items, the estimated quantities of unit price work to be done and materials to be furnished under this Contract, shown on the Bid Form, are to be considered as approximate and are only to be used for the comparison of Bids received. The County does not expressly or by implication represent that the actual quantities involved will correspond exactly to the estimated quantities. Payment to the Contractor will be made only for the actual quantities of unit price work performed or material furnished in accordance with the Contract Documents. It is understood that the quantities may be increased or decreased as provided in the Contract Documents without in any way invalidating the unit bid prices.

**1.05** Bidders must Bid on specified Alternate Bid Items (if any) shown on the Bid Form.

**1.06** The Bidder will be required to submit the following information (included in the Bid Documents as Special Provisions) with its Bid, in order to be deemed responsive:

A. Small Business Development Certificate of Assurance

Provided the Bidder shall have submitted completed forms and information required by these Provisions, and its Bid is otherwise responsive to the solicitation, a Bidder shall be provided an opportunity, to participate in the proceedings set out in this Provision. The Bidder's failure to submit completed forms and information required by these Provisions 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.

**1.7** In order to participate as a SBE, firms must have a valid Miami-Dade County SBE certification by the response deadline of this solicitation.



All required SBE documents must be completed and submitted. Failure to submit the required documentation as specified in this solicitation or subsequently online via the County's Business Management Workforce System may render the proposal non-compliant.

**1.8 Vendor (Contractor) Registration:** Pursuant to Miami-Dade County Code Section 2.8-1 (d), a Bidder shall have on file, prior to contract award a duly executed Uniform County Affidavit with the Miami-Dade County Internal Services Department, to be maintained with the bidders vendors registration file. Within ten (10) days of notification of the intent to recommend for award, the Bidder shall submit to the Owner a completed Affirmation of Vendor Affidavits form, which is included in the Condition of Awards Requirements Section.

**1.9 Collusion Affidavit:** In accordance with Sections 2-8-1.1 and 10-33.1 of the Miami-Dade County Code, the successful bidder shall submit, as a condition of award, an executed Collusion Affidavit (contained in the Condition of Award Requirements section of the Bid Documents). Any bidder that fails to submit the required affidavit shall be ineligible for award.

**1.10** Pursuant to Chapter 119.071 subsection (3)(b) of the Florida Statutes and, where applicable, Chapters 281.301 and 331.22 of the Florida Statutes, the plans and technical specifications that form a part of this bid solicitation are exempt from the provisions of subsection (1) of Chapter 119.07 and s. 24(a), Article I of the State Constitution. Access to these plans and technical specifications shall be governed by the requirements of Chapter 119.071 subsection (3)(b) and any other local, state or federal law or regulation that may be applicable.

**1.11 Telephone Logs:** Pursuant to Miami-Dade County Code Section 11A-43(4) each Bidder must maintain telephone logs of all phone calls to and from Subcontractors and suppliers. These logs shall contain the name of the Subcontractor or supplier, the time and date of the call, the names of the persons contacted, a description of the Work to be subcontracted or of the material to be furnished, and the dollar amount of the quotation. Such logs shall be made available to Owner personnel.

**1.12 Subcontracting Policies:** All successful bidders/respondents on this Contract if Subcontractors may be used shall be subject to and comply with Miami-Dade County Code Section 2-8.8(4), requiring bidders/respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local Subcontractors of the opportunity to be awarded a subcontract;
- b) invites local Subcontractors to submit bids in a practical, expedient way;
- c) provides local Subcontractors access to information necessary to prepare and formulate a subcontracting bid;
- d) allows local Subcontractors to meet with appropriate personnel of the bidder to discuss the bidders requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidders stated objectives.



All bidders/respondents seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Bidders/Respondents who fail to provide the required statement shall preclude the bidder/respondent from receiving the Contract.

**1.13 Subcontractor Listing:** In accordance with Miami-Dade County Code Section 10-34 all successful bidders and proposers on County construction contracts which involve the expenditure of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier Subcontractors who will perform any part of the Contract Work and describes the portion of the Work such Subcontractor will perform, and all suppliers who will supply materials for the Contract Work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the Contract shall not change or substitute first tier Subcontractors or direct suppliers or the portions of the Work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

**1.14 Affirmative Action:** As a condition of receiving a County Contract, the successful bidder must demonstrate that their employment and procurement practices do not discriminate against minorities and women. Unless waived by the County Commission upon written recommendation by the County Mayor that it is in the best interests of the County to do so, no Contract will be awarded unless and until the successful bidder is in compliance with Miami-Dade County Code Section 2-8.1.5.

**1.15 Clearinghouse:** The Contractor is hereby advised of Resolution Nos. R-937-98, R-1145-99 and R-1395-05, Clearinghouse for Posting Notice of Job Opportunities Resulting From the Construction of Improvements on County Property. The procedures direct the Contractor to deliver a notice of job vacancy(ies) created as a result of this construction work to the Internal Services Department (ISD), Small Business Development Division, 111 NW 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128. The job vacancy notices should be delivered within ten (10) working days following award of the Contract and throughout the duration of the Contract as vacancies may arise. ISD-Small Business Development Division will in turn distribute said job announcements to all Miami-Dade County facilities participating in the notification requirements of Resolution Nos. R-937-98 and R-1145-99. For the convenience of the Successful Bidder, a copy of the Clearinghouse procedures and of the Job Clearinghouse Form are included in the Condition of Award Requirements Section.

**1.16 Conflict of Interest:** Pursuant to Miami-Dade County Code Section 2.11.1, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or any member of his or her immediate family has a controlling financial interest, with Miami-Dade County or any person or agency acting for Miami-Dade County, as long as (1) entering into the Contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject Contract requirements or awarding the Contract, and (3) the employee's job responsibilities and job

description will not require him or her to be involved with the Contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with Miami-Dade County or any person or agency acting for Dade County, if the employee works in the county department that will enforce, oversee or administer the subject Contract.

Any autonomous personnel, quasi-judicial personnel, advisory personnel, or County employee, all as more particularly defined in the code of Miami-Dade County, Florida Section 2.11.1(b), shall seek a conflict of interest opinion from the Miami Dade County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submittal of a bid, response, or application of any type to Contract with the County by the person or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

**1.17 Final Bid Takeoff:** Pursuant to Miami-Dade County Code Section 21-265, the successful bidder shall maintain a final bid takeoff; that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract.

**1.18 Americans with Disabilities Act:** Pursuant to County Resolution No. R-182-00 amending Resolution No. R-385-95, successful bidders/respondents shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act as amended, the Fair Housing Act as amended, and other laws prohibiting discrimination on the basis of disability. Any post award violation of these Acts may result in the contract being declared void. If any certifying firm or affiliate is found in violation of the acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

**1.19 Family Leave:** Pursuant to County Resolution No. R-183-00 amending Resolution No. R1499-91, successful bidders/respondents shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County Family Leave Ordinance. Bidders/Respondents who fail to provide the required certification shall preclude the bidder/respondent from receiving the Contract. Any violation of this ordinance may result in debarment.

**1.20 Domestic Leave:** Pursuant to County Resolution No. R-185-00, successful bidders/respondents shall, as a condition of award, provide written certification that the firm is in compliance with the Domestic Leave Policy, Miami-Dade County Code Sections 11A-60 through 11A-67. Bidders/Respondents who fail to provide the required certification shall preclude the bidder/respondent from receiving the Contract. Failure to comply with the requirements of this Resolution as well as Miami-Dade County Code Sections 11A-60 through 11A-67 may result in the Contract being declared void, the Contract being terminated, and/or the firm being debarred.

**1.21 Miami-Dade County Vendor Obligation to County:** Pursuant to Miami-Dade County Code Section 2-8.1(h), contained in the Miami-Dade County Vendor Registration Package, is verification that the individual or entity submitting a bid is current in its obligations to the County and is not otherwise in default of any County Contract. Any Contract or transaction entered into in violation of this Section shall be voidable. The failure to meet the terms and conditions of any repayment schedule shall constitute a default of the subject Contract and may be cause for suspension, termination, and debarment, in accordance with the terms of the Contract and the debarment procedures of the County.

**1.22 Currently Due Fees and Taxes:** Pursuant to Miami-Dade County Code Section 2-8.1(c), it shall be a condition of award that the successful bidder shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and local business tax - collected in the normal course by the Miami-Dade County Tax Collector, as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the successful bidder, have been paid. Failure to comply with this policy may result in debarment.

**1.23 Felony Convictions:** Pursuant to Miami-Dade County Code Section 2.8.6, any individual who has been convicted of a felony during the past ten (10) years, and any corporation, partnership, joint venture, or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission. Failure to disclose such conviction may result in debarment for those persons or entities that knowingly fail to make the required disclosure or falsify information.

**1.24 Drug Free Workplace:** No person or entity shall be awarded or receive a County contract for public improvements unless such person or entity make it a condition of award that it will provide a drug free workplace and comply with Sec. 2-8.1.2 of the Code of Miami-Dade County. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

**1.25 Code of Business Ethics:** As a condition of award, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") that complies with the requirements of Miami-Dade County Code Section 2-8.1(i).

**1.26 Community Workforce:** Pursuant to Section 2-1701 of the Miami-Dade County Code, the Community Workforce Participation (CWP) Provisions shall apply to this Contract. Within fifteen (15) days of notification of award of the Contract, the successful Bidder, must develop and submit to ISD-Small Business Development Division, a Workforce Plan outlining how the CWP goal will be met.

**1.27 Public Entity Crimes:** Pursuant to Section 287.133 (2) (a) Florida Statutes a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on this Contract.

**1.28 Lobbyist:** In accordance with Section 2-11.1(s) of the Miami-Dade County Code, prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, stating that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of a bid as evidence that a bidder is not a responsible Bidder. Refer to Special Provision 4 for Lobbyist Rules.

Please contact the Miami-Dade County Commission on Ethics and Public Trust at (305) 579-2954 or at [ethics@miamidade.gov](mailto:ethics@miamidade.gov) if you have any questions or require clarifications associated with the County's lobbying registration process and/or requirements.

**1.29 Federal Insurance Requirements (if applicable):** The Bidder shall provide with their Bid a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the Bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

Third Party Coverage: As the bidding documents require the Contractor to name the Owner as additional insured, the Bidder shall also show the premium cost for the additional insured in the Bid. This additional premium cost shall be that amount of additional premium above the premium for the coverage shown in the Certificate of Insurance submitted with their Bid.

**1.30** Pursuant to Resolution No. R-1462-95, any representation made to the Board of County Commissioners on a bidder's behalf at the time the Board considers award of the Contract, the award of the Contract to such bidder shall be deemed inclusive of all such representations.

**1.31 Sustainable Buildings Program:** Contractor shall comply with the standards delineated in Division 1 and the Technical Specifications for LEED Certification or sustainability.

**1.32 Scrutinized Companies for Activities in Sudan List or Iran Petroleum Energy Sector List:** The successful bidder shall submit, as a condition of award, an executed Scrutinized Companies for Activities in Sudan List or Iran Petroleum Energy Sector List Affidavit (contained in the Condition of Award Requirements section of the Bid Documents). By executing this affidavit through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.

**1.33 Subcontractors Payment Report:** In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the Owner as a condition of final payment under a contract, the Contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the Contractor intends to pay less than the subcontract amount, the Contractor shall deliver to the Owner a statement explaining the discrepancy or any disputed amount. The Owner shall provide

the County accordingly with a copy of the statement explaining the discrepancy or any disputed amount.

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

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

**A Notice to Proceed (NTP) will not be issued by MDAD, and no contracted work will be authorized by MDAD until the EMS training module has been completed by current and projected employees and subcontractors. The Contractor/Supplier's failure to provide the Contractor Supplier ISO 14001 Awareness Form and Contractor/Supplier General ISO Awareness Information Handout (Condition of Award Requirements), or to comply with the terms, shall constitute a default of the subject contract and may be cause for suspension or termination, in accordance with the terms of the Contract.**

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

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

**1.36 Employment Eligibility Verification (E-Verify):** By entering the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled “Verification of Employment Eligibility.” This includes but is not limited to utilization of the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contractor, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination, and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

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

**1.38 Contractor Due Diligence Affidavit:** Pursuant to Resolution R-63-14, the Successful Bidder, shall as a condition of award of any contract that exceeds \$1,000,000, execute the Contractor Due Diligence Affidavit, relating to its responsibility.

## **2. REQUIRED BIDDING DOCUMENTS**

**2.01** All Bidders must submit the following Bidding Documents, properly and completely executed as part of their Bid. It is the responsibility of each Bidder to verify that all required Bidding Documents were included in their submission.

Bid Form (BF-1 thru end)

Bidders Single Execution Affidavits

Consisting of the following affidavits:

1. Public Entity Crimes Affidavit
2. Criminal Record Affidavit
3. Bidder's Affidavit In Compliance With Florida Trench Safety Act
4. Trade Restriction Clause

Buy American Certificate

Small Business Development Certificate of Assurance

Schedule of Intent (SOI) Form

Bid Guaranty (Bid Bond (BB-1), Cashier's or certified check) – see item 8, Bid Guaranty, of these instructions

Insurance Requirements – (a. list of automobile & personal liability insurance coverage currently in force; b. copy of the Certificate of Insurance verifying coverage; c. statement of premium cost issued by the agent/carrier for respective coverage; d. documentation reflecting the additional premium cost).

**2.02** The submittal of all the items under this article plus the following Sections which are also part of the Contract Documents shall bind the Bidder to all the Provisions of the entire Contract Documents:

- A. Table of Contents
- B. Advertisement for Bids
- C. Instructions to Bidders
- D. Contract Summary, Schedule of prices Bid and Bid Submittal data.
- E. Surety Performance Bond (equivalent to one hundred percent (100%) of the Contract amount, including all allowances)
- F. Surety Payment Bond (equivalent to one hundred percent (100%) of the Contract amount)
- G. General Conditions
- H. Special Provisions
- I. Division 1
- J. Technical Specifications
- K. Contract Plans
- L. All Addenda

### **3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

**3.01** It shall be the responsibility of the Bidder to examine all the Contract Documents and Project site, to become fully informed of the conditions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished, and of the operational activities of the Airport, which activities must be maintained without interference from this Work.

**3.02** The records of borings, test excavations and other subsurface investigations, if any, made for design purposes for the County, are contained in the Contract Documents for examination. Such records are offered as information only and solely for the convenience of Bidders. The County does not warrant or guarantee that the said records will disclose the actual subsurface conditions. The Bidder is hereby cautioned that the interpretation of the records and the conclusions drawn there from as to the actual existing subsurface conditions are his sole responsibility. The Contractor shall have no claim against the County if in carrying out the work he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other subsurface investigations.

**3.03** The submission of a bid shall be prima facie evidence that the Bidder has examined the Contract Documents and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Contract, Plans and Specifications.



#### **4. REQUIRED BIDDER'S CERTIFICATION**

**4.01** A Bidder must hold at the time its bid is submitted, unless this Contract is exempt under Florida Statutes Section 489.103 and Miami-Dade County Code, Chapter 10, Section 10-22 (a) (2),:

- A. A current valid certificate, as listed below, qualifying the Bidder to perform the Work contemplated by these Contract Documents. Failure to hold the appropriate certificate at the time this Bid is submitted shall render the Bid non-responsive.
  - 1) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or
  - 2) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.117, Florida Statutes.
  
- B. If Bidder is a joint venture, the joint venture entity, of whatever nature or qualifications, must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Business & Professional Regulations (DBPR). Joint Venture Bidders not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the Department of Business & Professional Regulations (DBPR) attesting that they have satisfied the requirements of DBPR pertaining to the Qualifications of Joint Ventures. Such letters must be submitted with the Bid.

**4.02** Failure to comply with the provisions of this Article at the time this bid is submitted, shall render the Bid non-responsive.

#### **5. ADDENDA - CHANGES WHILE BIDDING**

**5.01** It is the Bidder's obligation to notify the County's Contracting Officer (email: [cburgos@flymia.com](mailto:cburgos@flymia.com)) prior to the opening of Bids of any conflicts, ambiguities or discrepancies it finds in the Contract Documents, in order to allow County to issue appropriate addenda.

**5.02** The County reserves the right to make changes to the Contract Documents, as it finds necessary or in its best interest, at any time prior to the opening of Bids.

**5.03** All questions shall be in writing and shall be directed to the Contracting Officer (email: [cburgos@flymia.com](mailto:cburgos@flymia.com)) and must be received at least fourteen (14) calendar days prior to the opening of Bids in order to be given consideration. Bidders must file a copy of the questions (as well as any other communications) with the Clerk of the Board (email: [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov); fax 305-375-2484).

Each submittal of a question or questions shall also contain the following information: Project name and number, name of company as well as the name of the company representative submitting

the question(s), and the email address where responses to the question(s) can be delivered. All interpretations and supplemental instructions will be issued as a written Addendum to the Contract Documents which, if issued, will be sent by email to all prospective Bidders (at the respective email addresses furnished for such purposes) prior to the opening of Bids. If any Bidder fails to acknowledge the receipt of any Addendum in the space provided in the Bid Form, its Bid will be construed as though receipt of the Addendum had been acknowledged.

**5.04** Only the interpretations or corrections of the Bid Documents given by addenda shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, explaining or interpreting the Bid Documents. Bidders shall not rely on any oral interpretation, nor correction of any apparent ambiguity, inconsistency or error offered by any person.

## **6. RESPONSIBLE WAGES**

**6.01 Responsible Wages:** 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 online at [Responsible Wages and Benefits \(miamidade.gov\)](http://miamidade.gov).

## **7. FLORIDA SALES TAX**

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

## **8. BID GUARANTY**

**8.01** Each Bid must be accompanied by a bid guaranty in the form of a Cashier's or certified check on any national or state bank, made payable to Miami-Dade County, Florida, or a Bid Bond equivalent to five percent (5%) of the Bid Price prepared on the form attached hereto, duly executed by the Bidder as Principal and having a Surety thereon meeting the requirements set forth in the Bid Documents. Proceeds of bid guaranty checks will be held by the County without interest to the Bidder. Failure to include the specified Bid Guaranty shall render the Bid non-responsive.

**8.02** The Bid guaranty furnished shall be in an amount not less than five percent (5%) of the Total Amount Bid, including all alternates.

**8.03** All checks submitted as a Bid guaranty will be cashed and the proceeds returned after the bid opening to all but the three (3) apparent lowest bidders. The proceeds of the remaining cash Bid guarantees will be returned after the County and the successful Bidder have executed the Contract for the Work. In the event the Contract is not awarded within the time stipulated in the

Advertisement For Bids, the County will return the proceeds of all checks submitted as bid guaranty. No interest will be paid on Bid Guaranties.

**8.04** Bid Bonds will not be returned to any Bidder.

## **9. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT**

**9.01** The Bidder to whom the Miami-Dade County Aviation Director has made an award will be required to furnish separate Performance and Payment Bonds, in accordance with the provisions of the Bid Documents. The amount of each bond shall be for the Total Maximum Contract Amount.

## **10. POWER OF ATTORNEY AND COUNTERSIGNATURE**

**10.01** Attorneys-in-fact, who sign the Bid Bond, Performance Bond and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by a Florida Resident agent of the Surety, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached thereto.

## **11. WITHDRAWAL OF BIDS**

**11.01** No Bid can be withdrawn by a Bidder after it is filed with the Clerk, during the period stipulated in the advertisement for Bids, unless the Bidder makes the request in writing to the Clerk of the Board of County Commissioners and the request is received prior to the time set for the opening of Bids.

## **12. QUALIFICATIONS OF BIDDERS**

**12.01** Before awarding the Contract, the County reserves the right to require the Bidder to submit evidence of its qualifications. The County will consider any evidence it deems necessary, including information concerning the financial, technical and other qualifications and abilities of the Bidder.

## **13. REJECTION OF BIDS**

**13.01** Bids which do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents may be rejected by the County.

**13.02** Bids which are not responsive to the Bid Documents shall be rejected by the County.

**13.03** Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.

**13.04** If it is determined that prices submitted in the Bid are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

**13.05** Until the Contract is tentatively awarded by the Board of County Commissioners, the County reserves the right to waive informalities and irregularities contained in the Bid, or to reject any or all Bids, or to re-advertise for Bids, whichever is in the County's best interests.

**13.06** Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.

- A. Bid submitted on a form other than that furnished by the County.
- B. Submission of more than one Bid for the same Work by an individual, firm, partnership or corporation under the same or different names;
- C. Evidence of collusion among Bidders;
- D. Previous participation in collusive bidding on work for the County;
- E. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;
- F. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the Work as required by the Contract Documents. The County may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the County, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;
- G. Lack of capability as shown by past performance of Bidder's work for the County, judged from the standpoint of workmanship and progress;
- H. Unfinished Work for which the Bidder is committed by Contract, which, in the judgment of the County, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Bidder;
- I. Being in arrears on any existing Contract, or having been sued to enforce the County's rights on a construction Contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous Contract with the County.
- J. If the Bid does not contain a bid price for each pay item listed in the Bid Form, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price.
- K. If the Bid is not accompanied by the Bid guaranty.

#### **14. AWARD OF CONTRACT**

**14.01** Unless all Bids are rejected, the Contract will be awarded by the County, subject to Execution of the Contract, to the qualified, responsive and responsible Bidder submitting the lowest Bid as adjusted in accordance with Miami-Dade County Ordinances. The lowest Bid will include the total sum Bid price(s) of items 1-13 in the Schedule of Bid Price Form. The Bidder's failure to comply with the SBE participation provisions may result in the Bid not being considered for award.

**14.02** The summation of the of items 1-13 in the Schedule of Bid Price Form will be obtained by multiplying the estimated quantities by the unit bid prices entered therein, together with lump sum bid prices, if any, will be considered as the total amount bid. The calculation will be conducted by Miami-Dade County.

**14.03** An award will be made, or all bids will be rejected, within the number of calendar days after the opening of Bids stipulated as the bid guaranty period in the Advertisement For Bids, or as extended by Addendum, or otherwise.

**14.04** The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.

**14.05** The County reserves the right to cancel the award without liability to the Bidder, except return of the Bid Guaranty, at any time before the contract is fully executed by the County Mayor or his designee.

**14.06** Within ten (10) calendar days after the Contract Documents are submitted to the recommended Bidder, the recommended Bidder shall deliver to the County the executed Contract Summary and respective Condition of Award Requirements. Failure by the recommended Bidder to execute and deliver the Contract Summary and respective Condition of Award Requirements within ten (10) calendar days may result in the forfeiture of the bid guaranty to the County, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the County. Award may then be recommended to the next lower responsive and responsible Bidder, or all remaining Bids may be rejected, and the Contract may be re-advertised.

## **15. FURNISH BONDS AND INSURANCE**

**15.01** Within fifteen (15) calendar days from the date of Notice of Award presented to the successful Bidder, the Bidder shall deliver to the County, the Performance Bond, the Payment Bond and satisfactory evidence of all required insurance coverages.

**15.02** The Contract shall not be binding upon the County until it has been executed by the County and a copy of the fully executed Contract is delivered to the Contractor.

## **16. FAILURE TO FURNISH BONDS AND INSURANCE**

**16.01** Failure by the Bidder to deliver the other applicable forms, furnish the Performance and Payment Bonds, and to furnish satisfactory evidence of all insurance coverage within fifteen (15) calendar days from the date of Notice of Award presented to the successful Bidder may result in the annulment of the award and the forfeiture of the bid guaranty to the County, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the County. Tentative Award may then be made to the next lower responsive and responsible Bidder, or all remaining Bids may be rejected, and the Contract may be re-advertised.

## **17. DEBARMENT OF CONTRACTORS**

**17.01** The Bidder shall comply with Miami Dade County Code Section 10-38, which prevents Contractors, Subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into Contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County Contract.

**17.02** It is the Bidder's responsibility to ascertain that none of the Subcontractors, their officers, principals or affiliates, as defined in the ordinance, is debarred by the County pursuant to Miami Dade County Code Section 10-38 and Implementing Order 3-2 before submitting a bid.

**17.03** Pursuant to Miami Dade County Code Section 10-38 the bidder is required to affirm, under oath, that neither the bidder, its Subcontractors, or their officers, principals, nor affiliates, is debarred by the County at the time of the bid.

**17.04** Any Bidder who fails to disclose the required information pursuant to Miami Dade County Code Section 10-38 shall not be awarded a Contract with the County. Any Contract or transaction entered into in violation of Miami Dade County Code Section 10-38 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

**17.05** The Bidders and Contractors shall also comply with Miami Dade County Code Sections 2-8.4.1 providing contractual penalties and debarment for any Contractor attempting to meet contractual obligations and compliance with the Disadvantaged Business Enterprise Program through fraud, misrepresentation, or material misstatement.

## **18. BID PROTESTS**

Participants in this bid solicitation may protest any recommendations for Contract award in accordance with the procedures contained in Section 2-8.4 of the Miami-Dade County Code, and Implementing Order 3-21.

## **19. BUY AMERICAN PREFERENCES (See Buy American Certificate with the Bid Form)**

- A. The Aviation Safety and Capacity Expansion Act of 1990 (49 U.S.C. 50101) provides that preference be given to steel and manufactured products produced in the United States when

funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

- 1) Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs). 1 or 2 shall be treated as domestic.
  - 2) Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
  - 3) Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- B. The Successful Bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, Subcontractors, materialmen and suppliers in the performance of this contract, except those:
- 1) that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
  - 2) that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
  - 3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent (25%).



**BID SUBMITTAL DATA**

**BID OPENING DATE:** September 12, 2022 at 2:00 P.M.

**E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control**

**SUBMITTED TO:**

Miami-Dade Aviation Department  
Caroline Burgos, Senior Procurement Contracting Officer  
Procurement & Materials Management Division  
4331 N.W. 22<sup>nd</sup> Street, Building 3040  
Miami, Florida 33122

**SUBMITTED BY:**

Contractor:  
Address:

Set Number: \_\_\_\_\_

**SCHEDULE OF PRICES BID**  
**[All Prices shall be in U.S. Dollars]**

**PROJECT: E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control**

**BID NO.: AA005A**

**BID ITEMS 1 – 13 – LUMP SUM AMOUNT BID (LS):** Lump sum amount bid shall include labor and material and fully burdened labor, equipment, services, overhead and profit for the items listed. See specifications for Divisions and Schedule of Payment.

Miami-Dade County will calculate the amount (sum of Items 1 through 13)  
 Unit Prices shall include fully burdened equipment, labor, material, tools, supplies, supervision, incidentals, engineering, design, manufacture, delivery, construction administration, project management, installation, testing, and any other item necessary which is clearly necessary for the completion of the work shall be considered a part of such work although not directly specified or called for. See specifications for Divisions and Schedule of Payment.

- a. The total bid amount shall include all items needed to complete the work specified in the Divisions including without limitation all equipment, labor, material, tools, supplies, supervision, incidentals, engineering design manufacture, delivery, construction administration, project management, installation, testing startup, commissioning, permitting, and any other item necessary to fully complete the work pursuant to this solicitation.
- b. Any work omitted from this solicitation which are clearly necessary for the completion of this work and is appurtenances shall be considered part of such work although not directly specified or called for in this solicitation.
- c. The Manufacturer/Installer shall be responsible for verifying installation locations, methods, and notify MDAD Representative of any conflict or Code violations prior to manufacturing of equipment. Modifications will be coordinated and approved by MDAD. Modifications shall be made at no additional cost or fees.
- d. The Manufacturer/Installer’s total bid amount shall include all employees out of pocket expenses, including travel, per diem, and miscellaneous costs and fees.

Item No.	Description	Quantity	Unit Price	Method of Measurement/Payment
1	DIVISION 01 - TEMPORARY REQUIREMENTS	1	\$	LS

Item No.	Description	Quantity	Unit Price	Method of Measurement/Payment
2	DIVISION 02 - EXISTING CONDITIONS	1	\$	LS
3	DIVISION 05 - METALS	1	\$	LS
4	DIVISION 07 - THERMAL AND MOISTURE PROTECTION	1	\$	LS
5	DIVISION 08 - OPENINGS	1	\$	LS
6	DIVISION 09 - FINISHES	1	\$	LS
7	DIVISION 10 - SPECIALTIES	1	\$	LS
8	DIVISION 14 - CONVEYING	1	\$	LS
9	DIVISION 21 - FIRE SUPPRESSION	1	\$	LS

Item No.	Description	Quantity	Unit Price	Method of Measurement/Payment
10	DIVISION 23 - HVAC	1	\$	LS
11	DIVISION 26 - ELECTRICAL	1	\$	LS
12	DIVISION 27 - COMMUNICATIONS	1	\$	LS
13	DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	1	\$	LS

**TOTAL BID:**

**Additional Services:**

The bidder shall provide the rates for the below listed services for the term of the contract. These unit prices will be used during construction for the purposes of and/or to determine cost, should there be additional unforeseen areas/quantities of such work. The bid prices provided below will not be utilized during the evaluation process, rather it will be used during negotiations with the lowest bidder. The County has the right to further negotiate at the time of work order.

Item No.	Description	Unit	Unit Price per SF
14	Demolish Existing Stucco DIVISION 2	SF	(\$)
15	New Stucco DIVISION 9	SF	
16	New Paint DIVISION 9	SF	

**NOTE: ALLOWANCE ACCOUNT(S):**

Contingency ALLOWANCE ACCOUNT  
(Amount in Words)

10% OF TOTAL BID ITEM A  
(Amount in Figures)

Inspector General  
(Amount in Words)

0.25% OF TOTAL BID ITEM A  
(Amount in Figures)

## CONTRACT SUMMARY

**THIS CONTRACT** made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and

\_\_\_\_\_ hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated by reference, for;

**PROJECT TITLE:**

E Satellite and Lower Cc E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDS), Cameras, Doors/Hardware/Access Control

**BID NO:** AA005A

**CONTRACT TIME:** Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 570 calendar days from the effective date established in the Notice To Proceed.

**INDEMNITY:** The value of the indemnity hereunder shall not exceed \$1,000,000

**LIQUIDATED DAMAGES:** Liquidated Damages at the rate of \$1,500.00 per day, will be deducted from the Contract amount for each calendar day of delay due to a Non-Excusable Delay.

**LIQUIDATED INDIRECT COSTS:** Liquidated Indirect Costs recoverable by the Contractor, shall be \$1,500 per day for each day the project is delayed up to 45 days due to a Compensable Excusable Delay. After 45 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$500 per day.

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

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

consisting of the following accepted items or schedules of Work as taken from the Bid Form:

Total L.S. Price Items .....\$ \_\_\_\_\_

Contingency Allowance Account .....\$ \_\_\_\_\_

Inspector General Audit Account .....\$ \_\_\_\_\_

TOTAL MAXIMUM CONTRACT AMOUNT .....\$ \_\_\_\_\_

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or County Mayor's designee's may exercise the provisions of Section 2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with the Article 13 of the General Conditions.

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

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

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
Mayor or designee

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Name)

Approved for Form and Legal Sufficiency

By: \_\_\_\_\_  
President

\_\_\_\_\_  
(Assistant County Attorney)

Attest: \_\_\_\_\_  
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR CORPORATE  
JOINT VENTURER:

(B) PARTNERSHIP OR CORPORATE  
JOINT VENTURER:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

Attest \_\_\_\_\_  
Secretary

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

NAME OF MANAGING JOINT VENTURER:

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_

\_\_\_\_\_  
(CORPORATE SEAL)



# BID FORM

---

MIAMI-DADE COUNTY, FLORIDA

DATE: \_\_\_\_\_

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PROJECT TITLE

E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control

BID NUMBER AA005A

## THE UNDERSIGNED, AS BIDDER, HEREBY DECLARES THAT:

The only person or persons interested in this Bid as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the Bid Documents and work site and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.

## THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No. \_\_\_ Addendum No. \_\_\_ Addendum No. \_\_\_ Addendum No. \_\_\_

Addendum No. \_\_\_ Addendum No. \_\_\_ Addendum No. \_\_\_ Addendum No. \_\_\_

Failure to acknowledge addenda shall not relieve such bidder from its obligation under this bid.

## THE BIDDER FURTHER AGREES THAT:

**BID ACCEPTANCE:** If this Bid is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Bid Documents and to furnish the prescribed Performance Bond and Payment Bond for not less than the Total Contract Amount, including the Allowance Account(s), 10% and to furnish the required evidence of the specified insurance, all within the applicable time.

**BID GUARANTY:** Each Bid must be accompanied by a Bid Guaranty equivalent to five percent (5%) of the Bid Price or in the amount and manner stipulated in the Advertisement for Bids and specified in the Instructions to Bidders. The Bidder shall not withdraw this Bid after bid opening for the Period stipulated as the bid guaranty period in the Advertisement for Bids.

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS:**

The Bidder, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount for the Inspector General audit account.

**THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:**

- A. Small Business Enterprise – Construction participation goal for this project is provided in Attachment A, Project Worksheet attached.

**COMMUNITY WORKFORCE PROGRAM (CWP):** Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders be residents of a Designated Target Area.

The Bidder shall comply with a **10%** Community Workforce Goal for this Contract as required by the Community Workforce Program Participation Provisions.

**CWP LIQUIDATED DAMAGES:** N/A

**CONTRACT TIME:** Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 570 calendar days from the effective date established in the Notice To Proceed.

**LIQUIDATED DAMAGES:** Liquidated Damages at the rate of \$1,500.00 per day, will be deducted from the Contract amount for each calendar day of delay due to a Non-Excusable Delay.

**LIQUIDATED INDIRECT COSTS:** Liquidated Indirect Costs recoverable by the Contractor, shall be \$1,500.00 per day for each day the project is delayed up to 45 days due to a Compensable Excusable Delay. After 45 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$500 per day.

**COMPENSATION:** To accept as full compensation for all Work required to complete the Contract, the prices named therefore in the following Schedule of Prices Bid:

**BID SIGNATURE PAGE FOR CORPORATION**

Attached is a Bid Bond equivalent to five percent (5%) of the Bid Price on the standard form as provided herein, for the sum of \_\_\_\_\_ U.S. Dollars, (\$ \_\_\_\_\_), in accordance with the Instructions to Bidders.

The execution of this form constitutes the unequivocal offer of Bidder to be bound by the terms of its Bid. Failure to sign this solicitation where indicated below by an authorized representative shall render the Bid non-responsive. The County may, however, in its sole discretion, accept any Bid that includes an executed document which unequivocally binds the Bidder to the terms of its offer. The Officers of the Corporation are as follows:

Name                      Address

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**STATE OF FLORIDA CERTIFICATE OF CERTIFICATION FOR CORPORATION**

\_\_\_\_\_  
Name of Holder (Qualifier) \_\_\_\_\_ (Certificate No.)

**MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY FOR CORPORATION**

\_\_\_\_\_  
Name of Holder (Qualifier) \_\_\_\_\_ (Certificate No.)

Post Office Address: \_\_\_\_\_ BIDDER: \_\_\_\_\_  
\_\_\_\_\_ (Corporate Name)

State in which Chartered: \_\_\_\_\_ BY: \_\_\_\_\_  
President

Registry with Florida Secretary \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_ of State, if foreign: Secretary

Date: \_\_\_\_\_ (CORPORATE SEAL)

**BID SIGNATURE PAGE FOR PARTNERSHIP OR JOINT VENTURE**

Attached is a Bid Bond equivalent to five percent (5%) of the Bid Price on the standard form as provided herein, for the sum of \_\_\_\_\_ U.S. Dollars,(\$ \_\_\_\_\_), in accordance with the Instructions to Bidders.

The execution of this form constitutes the unequivocal offer of Bidder to be bound by the terms of its Bid. Failure to sign this solicitation where indicated below by an authorized representative shall render the Bid non-responsive. The County may, however, in its sole discretion, accept any Bid that includes an executed document which unequivocally binds the Bidder to the terms of its offer.

The Partnership or Joint Venture Bidder, \_\_\_\_\_, consists of the following entities: (attach additional sheets if necessary)

(a) \_\_\_\_\_, a \_\_\_\_\_ corporation,  
(Corporate Name)

Authorized to do business in the State of Florida  
(b) \_\_\_\_\_, a \_\_\_\_\_ corporation,  
(Corporate Name)

Authorized to do business in the State of Florida  
(c) \_\_\_\_\_, (d) \_\_\_\_\_  
(Name) (Name)  
\_\_\_\_\_  
(Partner) (Partner)

The Managing or the General Partner of the Partnership or Joint Venture

\_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Name of Entity)

**STATE OF FLORIDA CERTIFICATE OF CERTIFICATION FOR PARTNERSHIP OR JOINT VENTURE:**

\_\_\_\_\_  
Name of Holder (Qualifier) (Certificate Number)

**MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY FOR PARTNERSHIP OR JOINT VENTURE:**

\_\_\_\_\_  
Name of Holder (Qualifier) (Certificate Number)

Witnesses to Signature BIDDER:  
of Partnership or Joint Venture Managing Representative: \_\_\_\_\_ (Name of Joint Venture)

\_\_\_\_\_  
\_\_\_\_\_  
(Managing Representative) By: \_\_\_\_\_

**IN ADDITION TO THE BID FORM, THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED AS A PART OF THE BID/PROPOSAL**

The Bidder/Proposer is required to execute and submit the following documents as a part of their bid. Failure to submit the following document may be cause to reject the Bid/Proposal.

<b><u>DOCUMENT TITLE</u></b>	<b><u>PAGE</u></b>
• <b>Miami-Dade Aviation Department Single Execution Affidavit.....</b>	<b>A-34 – A-39</b>

Consisting of the following affidavits:

5. Public Entity Crimes Affidavit
6. Criminal Record Affidavit
7. Bidder's Affidavit In Compliance With Florida Trench Safety Act
8. Trade Restriction Clause

• <b>Buy American Certificate .....</b>	<b>A-40</b>
• <b>Insurance Requirements .....</b>	<b>A-41</b>
• <b>Small Business Certificate of Assurance .....</b>	<b>A-42</b>
• <b>BID BOND (or other authorized Bid Guaranty).....</b>	<b>A-44</b>

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

**PROJECT: E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control**

**BID NO.:** AA005A

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared \_\_\_\_\_(Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Address of Entity)

\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

\_\_\_\_\_  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**AFFIDAVIT No. 1**  
**PUBLIC ENTITY CRIMES**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES**

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement.  
**[Please indicate which statement applies.]**



**AFFIDAVIT No. 1**  
**PUBLIC ENTITY CRIMES**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES (Cont'd)**

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

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

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

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

\_\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

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**AFFIDAVIT No. 2**  
**CRIMINAL RECORD AFFIDAVIT**  
**PURSUANT TO SECTION 2-8.6 OF THE**  
**MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**AFFIDAVIT No. 3**  
**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH**  
**FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)**

1. By submission of his bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
  
2. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
  
3. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below\*:

	<b>Trench Safety Measure (Description)</b>	<b>Units of Measure (LF, SY, etc.)</b>	<b>Unit Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
A.					\$
B.					\$
C.					\$
D.					\$
E.					\$

**AFFIDAVIT No. 4**  
**TRADE RESTRICTION CLAUSE**

Pursuant to 49 CFR, Part 30.13, FAA Order 5100.38, the Entity, by submission of a bid an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

\_\_\_\_\_The Entity affirms under oath that the Entity will comply with requirements of 49 CFR, Part 30.13, FAA Order 5100.38

**This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.**

\_\_\_\_\_  
(Signature of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

By \_\_\_\_\_,  
(Authorized Representative)

of \_\_\_\_\_  
(Name of Corporation, Partnership, etc.)

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

\_\_\_\_\_  
(Signature of Notary)

Notary Stamp or Seal:

\_\_\_\_\_  
(Print Name)

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **INSURANCE REQUIREMENTS**

### **Please insert the following documents:**

- List of both automobile and personal liability coverage currently in force
- Copy of a Certificate of Insurance verifying above coverage (auto & personal liability)
- Statement of premium cost issued by the agent or insurance carrier for the coverage
- Third Party Coverage - Statement from the agent/carrier reflecting additional premium cost for listing the County (Owner) as additional insured



**SMALL BUSINESS DEVELOPMENT  
CERTIFICATE OF ASSURANCE(COA)  
 SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS**

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise (“SBE”) program measure(s).

Project No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

Bidder/Proposer: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: \_\_\_\_\_ % SBE-A/E, \_\_\_\_\_ % SBE-Cons, N Trade Set-aside SBE-Cons, \_\_\_\_\_ % SBE-G, and/or \_\_\_\_\_ % SBE-S.  
*(For Goals, write in the percentage. For Set-aside, put Y or N.)*

\_\_\_\_\_

Print Prime Bidder’s Name & Title
Prime Bidder’s Signature
Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County’s Business Management Workforce System (“BMWS”) within the specified timeframe, upon email notification from the Small Business Development (“SBD”) Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company’s Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project’s established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared \_\_\_\_\_, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

---

Signature of Owner

SWORN TO and subscribed before me this day \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

---

Signature of Notary Public-State of Florida

My Commission Expires:



**BID BOND**

State of \_\_\_\_\_ County of \_\_\_\_\_  
We, \_\_\_\_\_ as Principal  
and \_\_\_\_\_ as Surety, are held and

firmly bound unto Miami-Dade County, Florida hereinafter called the County, in the **Penal sum of**  
\_\_\_\_\_ **Dollars** (\$\_\_\_\_\_)<sup>1</sup> lawful money of the United  
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents. The Principal has  
submitted the attached Bid, **dated** \_\_\_\_\_, 20\_\_\_\_, for

**Project Name:**

**PROJECT: E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection,  
Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control**

**BID NO.:** AA005A

The Principal shall at time of bid opening furnish all documents and information required by the Contract Documents, and shall not withdraw said Bid within the time stipulated in the advertisement for bids and shall within the time stipulated in the Instructions to Bidders execute and deliver to the County, the Contract Summary, Performance Bond, Payment Bond, and satisfactory evidence of all required Insurance. The Principal shall give a Performance and Payment Bond with good and sufficient surety, as required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith. Having met these obligations shall render this Bond void and of no effect; or in the event of withdrawal of said Bid within the period specified, or in the event of the failure to comply with the Contract Documents, or in the event of failure to enter into such Contract and give such Bonds and evidence of insurance within the time specified, if the Principal shall pay the County the difference between the amounts specified in said Bid and the amount for which the County may procure the required work and supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

The above parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CORPORATION**

\_\_\_\_\_  
**Witness** \_\_\_\_\_  
\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title** \_\_\_\_\_

**PARTNERSHIP OR JOINT VENTURE \***

\_\_\_\_\_  
**Witness** \_\_\_\_\_  
\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title** \_\_\_\_\_

\_\_\_\_\_  
**Witness** \_\_\_\_\_  
\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title** \_\_\_\_\_

\* Note: All Partners or Joint Venture Members shall sign and submit documentation proving their authority to sign on behalf of the Partnership or Joint Venture.

*(Corporate Seal)*

**COUNTERSIGNED BY RESIDENT** \_\_\_\_\_ **SURETY:** \_\_\_\_\_  
**FLORIDA AGENT OF SURETY:** \_\_\_\_\_

By: Attorney-in-Fact

*(A copy of Agent's current Identification Card as issued by State of Florida  
Insurance Commissioner must be attached.)*

**(THIS FORM MUST BE SUBMITTED IN DUPLICATE - ONE ORIGINAL AND ONE COPY)**

---

**<sup>1</sup> Bid Bond equivalent to five percent (5%) of the Bid Price**

---

## SURETY PAYMENT BOND

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 20 \_\_, between Principal and Miami-Dade County for the construction of Project: E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control BID NO.: AA005A (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, a corporation, whose principal business address is \_\_\_\_\_ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of \_\_\_\_\_ (U.S. dollars) \$\_\_\_\_\_,<sup>1</sup> for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and

2. Pays County all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a failure by Principal to make any such payments;

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

A claimant shall have a right of action against the Principal and the Surety for the amount due it. Such action shall not involve the County in any expense.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action for labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance its right to bring an action under the bond against the surety.

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

---

**SURETY PAYMENT BOND (Cont'd)**

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

(CONTRACTOR)

\_\_\_\_\_  
(Contractor Name)

BY:

\_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

SURETY: \_\_\_\_\_

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

By: \_\_\_\_\_  
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

<sup>1</sup> **Surety Payment Bond must be equivalent to one hundred percent (100%) of the Contract price.**

---

## SURETY PERFORMANCE BOND

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 20 \_\_, between Principal and Miami-Dade County for the construction of Project: E Satellite and Lower Concourse E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (AVDGS), Cameras, Doors/Hardware/Access Control BID NO.: AA005A (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, a corporation, whose principal business address is \_\_\_\_\_

\_\_\_\_\_ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of \_\_\_\_\_ (U.S. dollars) \$\_\_\_\_\_,<sup>1</sup> for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the time period provided in Section 95.11(3)(c), Florida Statutes; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in Section 95.11(3)(c), Florida Statutes;

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

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the County.

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

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the County of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

---

**SURETY PERFORMANCE BOND (Cont'd)**

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

CONTRACTOR

\_\_\_\_\_  
(Contractor Name)

BY:

\_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

SURETY:

\_\_\_\_\_  
(Copy of Agent's current  
Identification Card as issued by  
State of Florida Insurance Commissioner must be attached) By:

\_\_\_\_\_  
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

<sup>1</sup> Performance Bond must be equivalent to one hundred percent (100%) of the Contract price (including base and all allowances).

---

**CONTRACTOR AND SUBCONTRACTORS**  
**GUARANTEE FORMS AND AFFIDAVITS**

---

**CONTRACTOR'S GUARANTEE**

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

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

That he is the duly authorized representative of

\_\_\_\_\_ (Name of Contractor)

being its

\_\_\_\_\_ (Partner) (President) or (other Officer)

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

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

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

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

CONTRACTOR:

\_\_\_\_\_ Name of Contractor

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)



---

**CONTRACTOR'S GUARANTEE (Cont'd)**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_,

by \_\_\_\_\_,

(Authorized Representative)

of \_\_\_\_\_, who is personally known to me or who

(Corporation, Partnership, etc.)

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

---

**SUBCONTRACTOR'S GUARANTEE**

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

---

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

That he is the duly authorized representative of :

---

(Name of Subcontractor)

being its \_\_\_\_\_

(Owner) (Partner) (President) or (other Officer)

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

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

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

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

SUBCONTRACTOR:

---

Name of Subcontractor

By: \_\_\_\_\_  
(Signature of Authorized Representative)

---

(Title)

---

(Date)

---

**SUBCONTRACTOR'S GUARANTEE (Cont'd)**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_,  
(Authorized Representative)

of \_\_\_\_\_,  
(Corporation, Partnership, etc.)

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print Name)

*(Notary Stamp or Seal)*

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

---

**CONTRACTOR'S AFFIDAVIT AND RELEASE OF CLAIM**  
**FOR PAY APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

That they are the duly authorized representative of

\_\_\_\_\_  
(Name of Contractor)

being its \_\_\_\_\_  
(Partner) (President or other Officer)

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

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

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

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

CONTRACTOR:

\_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_  
Signature of Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

---

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by

---

(Authorized Representative)

of \_\_\_\_\_,

(Corporation, Partnership, etc.)

who is personally known to me or who has produced \_\_\_\_\_

as identification and who did/did not take an oath.

---

(Signature of Notary)

---

(Print Name)

*(Notary Stamp or Seal)*

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

---

**CONTRACTOR'S AFFIDAVIT AND RELEASE OF ALL CLAIMS**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

That they are the duly authorized representative of:

\_\_\_\_\_ (Name of Contractor)

being its \_\_\_\_\_

\_\_\_\_\_ (Partner) (President or other Officer)

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

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

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

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

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

CONTRACTOR:

\_\_\_\_\_ Name of Contractor

By \_\_\_\_\_ (Signature of Authorized Representative)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

---

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by

\_\_\_\_\_  
(Authorized Representative)

of \_\_\_\_\_,  
(Corporation, Partnership, etc.)

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print Name)

(Notary Stamp or Seal)

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by

\_\_\_\_\_  
(Authorized Representative)

of \_\_\_\_\_,  
(Corporation, Partnership, etc.)

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Notary Stamp or Seal)

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



---

**RELEASES OF CLAIM BY SUBCONTRACTORS REQUIRED**

Section 10-35, Miami-Dade County Code

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

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

**Consent of Surety to Pay Application for Payment**

PROJECT NAME: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

A/E CONSULTANT: \_\_\_\_\_

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

TO: MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

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

on the Bond of the Contractor listed above, hereby approves this payment to the Contractor. Said payment shall not relieve the Surety Company of any of its obligations to Miami-Dade County, including the Security from any and all liens, claims, or demands whatsoever that may now exist or be made in the future by any Subcontractor or material suppliers against this project and Contract.

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

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

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

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

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

Attest:

Witnesses:

\_\_\_\_\_

Surety: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

Attachment: Surety Power of Attorney

**MIAMI-DADE COUNTY  
SUBCONTRACTORS PAYMENT REPORT  
(Ordinance 11-90)**

In accordance with Sections 2-8.8 of the County Code (as amended No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (\*). Attach statements explaining discrepancies when applicable.

<b>PRIME CONTRACTOR/VENDOR:</b>	
<b>FEIN:</b>	
<b>PROJECT/CONTRACT NAME:</b>	
<b>PROJECT/CONTRACT NUMBER:</b>	
<b>CONTRACT AWARD DATE:</b>	
<b>CONTRACT AWARD AMOUNT:</b>	

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Completed form should be included with final requisition/invoice to the contracting/user County department.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



# ATTACHMENT A

## Small Business Development Division

### Project Worksheet

**Project/Contract Title:** E Satellite Lower E and DE Connector  
**Received Date:** 8/26/2021  
**Stucco/Paint/LP/ADVGS/Doors/Cameras/Security/Access Control**  
**Resubmittal Date:** 6/6/2022  
**Project/Contract No:** AA005A  
**Funding Source:** Future Financing  
**Department:** Aviation  
**Estimated Cost of Project/Bid:** \$20,411,973.00  
**Description of Project/Bid:** Miami-Dade Aviation Department (MDAD) is seeking to award a contract services of a general contractor to provide construction services including, but not limited to project management, on-site supervision, labor, material, tools, equipment, trade subcontractors, licenses, permit, overhead, profit, etc. in accordance with the documents referred to herein as contract bid documents.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE - Con	20.09%
Goal	SBE - S	0.6%
Workforce Goal	CWP	10%
Reasons for Recommendation		
<p><b>SMALL BUSINESS ENTERPRISE – CONSTRUCTION (SBE-Con)</b>            SBD reviewed this project pursuant to Implementing Order 3-22 for SBE-Con measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included surveys conducted with certified firms to determine availability and assignment of the noted measure. An SBE-Con goal of 20.09% for the trades Metals 6.21%, Carpentry 0.16%, Thermal &amp; Moisture Control 2.33%, Openings 2.33%, Paint 4.07%, and Electrical - 4.99%.</p> <p>Per Implementing Order 3-22 this project was resubmitted to SBD to re-establish availability because it was not advertised within one hundred eighty days (180) after original review.</p> <p><b>SMALL BUSINESS ENTERPRISE – SERVICES (SBE-S)</b>            SBD reviewed this project pursuant to Implementing Order 3-41 SBE-S measures. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. Additional factors included surveys conducted with certified firms to determine availability and assignment of the noted measure.</p> <p>A 10% CWP Workforce Goal is appropriate for this contract.</p> <p>NAICS 238320 Painting and Wall Covering Contractors, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS 238350 Finish Carpentry Contractors, NAICS 238160 Roofing contractors, NAICS 238290 Door, commercial- or industrial-type, installation, NAICS 238910 Site Preparation Contractors</p>		
Small Business Contract Measure Recommendation		
Subtrade	Category	
Carpentry	SBE - Con	
Thermal & Moisture	SBE - Con	
Openings (Doors and Windows)	SBE - Con	
Paint	SBE - Con	
Electrical	SBE - Con	
Metals	SBE - Con	
Hauling	SBE - S	

**Living Wages:** YES  NO  **Highway:** YES  NO  **Heavy Construction:** YES  NO   
**Responsible Wages:** YES  NO  **Building:** YES  NO

  
 \_\_\_\_\_  
 County Mayor (Aviation Only)

7/7/22  
 \_\_\_\_\_  
 Date



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

Name of Prime Contractor \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Project Name \_\_\_\_\_ Project Number \_\_\_\_\_

SBE-Const Contract Measure \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Prime Signature

\_\_\_\_\_  
Prime Print Name

\_\_\_\_\_  
Prime Print Title

\_\_\_\_\_  
Date

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

\_\_\_\_\_  
SBE-Const Subcontractor Signature

\_\_\_\_\_  
SBE-Const Subcontractor Print Name

\_\_\_\_\_  
SBE-Const Subcontractor Print Title

\_\_\_\_\_  
Date

  
  

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.

Check this box if Form SBD 303 has been submitted in your pricing envelope.

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

SBD's Website: <http://www.miamidade.gov/smallbusiness/>

# AA005A SITE VISIT WAIVER OF LIABILITY AND RELEASE

**Project:**

E Satellite and Lower Cc E Stucco Replacement, Paint, Lightning Protection, Advanced Visual Docking Guidance System (ADVGS), Cameras, Doors/Hardware/Access Control

**Site:** Miami International Airport (MIA)

The Undersigned has requested to be permitted access to the Premises, as defined above. In consideration of being granted the right to access the Site, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

The Site Visit to the Premises will entail a guided walk through for individual viewing. The Site Visit will be inclusive of, but not limited to, areas with non-standard dangers such as the tug drive at Ramp Level.

**WHEREFORE, the Undersigned, for him/herself and for his/her personal representatives, heirs, next of kin, and assigns, and in consideration of the County allowing access to the Premises, acknowledges and agrees:**

1. The Undersigned acknowledges that he/she fully understands that the Site Visit and other activities at the Premises are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE, Miami-Dade County, any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned's presence at the Site.
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS/HER DEATH or damage to his/her property, occurring as a result of, arising out of, or related to the Undersigned's presence at the Site.
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save Harmless Miami-Dade County, any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Indemnitees"), from and against any and all allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, expenses (including, without limitation, attorney's fees and costs and appellate costs), or liability (the "Losses") for injuries to property, injuries to persons including death, and from any and all other claims, suits, or liability on account of or arising out of, in whole or in part, of any act or omission of the Undersigned. The indemnification and hold harmless obligation hereunder shall not be limited by a limitation on amount or type of damages or compensation.

# AA005A SITE VISIT WAIVER OF LIABILITY AND RELEASE

5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Site and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.

6. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the Site.

7. The Undersigned is solely responsible for providing any and all personal protective equipment as the Undersigned believes may be necessary, or as may be required by any code or industry standard, for the activities included in the Site Visit.

8. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

*A. He/she had an opportunity to review this document thoroughly and has an opportunity to consult counsel if he/she desires.*

*B. He/she is under no compulsion to sign this document and is doing so freely and without any duress or undue influence.*

*C. He/she recognizes the Project is potentially dangerous, and the undersigned must be alert, cautious and keep a proper lookout at all times.*

I fully understand that by executing this document I am waiving, releasing and giving up potential legal rights. I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

**Visitor Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STANDARD CONSTRUCTION**  
**GENERAL CONTRACT CONDITIONS**  
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## 1. DEFINITIONS

Addendum/Addenda: A modification or clarification of the Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Administrative Orders (AO): Establishes operating methods, administrative procedures, and/or delineates organizational responsibilities for identified procedures. Administrative Orders relate to these responsibilities and are under the authority of the Mayor. Administrative Orders may be viewed at the following hyperlink: <http://www.miamidade.gov/ao/home.asp?Process=completelist>

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

AIP: The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration. No requirement of the AIP Act, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract, nor will any such requirement interfere, in any way, with the right of either party to the Contract.

Air Operations Area: The Air Operations Area (AOA) shall mean any area of the airport used or intended to be used for landing, taking off or surface maneuvering of aircraft. An air operation area shall include paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway or apron.

Allowance Account (Contingency Account): Account in which a stated maximum dollar amount is included in the Contract for the purpose of funding, at the sole discretion of the Owner, unforeseen and/or changed conditions or extra work arising during the prosecution of the Work or any other changes issued by the Owner. The scope and limitations regarding use of the Allowance Account are contained in the Contract Documents. The performance of any work under this Allowance Account, shall be authorized by a written Work Order issued by the Owner.

Allowance Account(s) (Dedicated): Account(s) in which stated maximum dollar amount(s) are included in the Contract for the purpose of funding specific items of work at the sole discretion of the Owner. The scope and limitations regarding use of the Dedicated Allowance Account(s) are contained in the Contract Documents.

Architect/Engineer: Owner or its authorized representatives identified in the Notice-to-Proceed letter, including but not limited to the Resident Architect/Engineer, the Construction Manager, the Owner's representatives and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, the term "Owner" may be substituted for Architect/Engineer.

Art in Public Places: Miami-Dade County program established in Miami-Dade County Code Section 2-11.15 providing a one and a half percent (1.5%) of each County project's construction and engineering design cost to fund a public art component within the Project. Coordination and installation of the Artist's work is included as part of the scope of the Contractor's services to the extent that it is defined in the Bid Documents. The cost of this program is budgetary, funded by the Department, and shall not be included in the Contractor's bid.

Artist: Person(s) chosen through the Art in Public Places program to design and fabricate or specify an integrated work of art for the Project. The term Artist as may be referred to in the Contract Documents means the Artist and/or their authorized representative.

BCC: Board of County Commissioners, the governing board of Miami-Dade County.

Beneficial Occupancy: The point at which the Owner or Architect/Engineer determines that the Work or any portion thereof can be occupied from a regulatory and work function standpoint prior

to Substantial Completion of the Work. Beneficial Occupancy will not relieve the Contractor of any of its obligations relative to Substantial Completion, or of its responsibility to fully complete the Work in accordance with the Contract Documents.

Bid: The written offer of a Bidder to perform the Work.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Security, Construction Contract, all contractual forms, General Conditions, Special Provisions, Technical Specifications and Contract Drawings, together with all Addenda and any other applicable standards, regulations, laws and permits as described within these other documents which may be incorporated by reference.

Bid Item: A specific item of work represented by a line item in the Bid Form.

Bid Form: The form on which Bids are submitted.

Bid Security: (Also known as Bid Bond) The cashier's check, certified check or bid bond, accompanying the Bid and submitted by the prospective bidder, as a guarantee that the prospective bidder will enter into a contract with the Owner for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to him.

Bidder: An individual, firm, partnership, corporation or combination thereof, submitting a Bid for the Work.

Calendar Day: Every day shown on the calendar.

Certificate of Substantial Completion: Certificate issued to the Contractor by the Owner certifying that Substantial Completion has been achieved.

Certificate of Completion: Certificate issued by the local building official providing proof that a structure or system is complete and, for certain types of permits, is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as a shell building, prior to the issuance of a Certificate of Occupancy by the local building official.

Certificate of Final Acceptance: Certificate issued to the Contractor by the Owner certifying that Final Acceptance has been achieved in accordance with the definition reflected herein (see Final Acceptance definition).

Certificate of Occupancy: Certificate issued by the local building official after the building official inspects the building or structure and finds no violations of the provisions of applicable codes or other laws that are enforced by the local building department.

Change Notice: A document issued by the Architect/Engineer or Owner to the Contractor specifying a proposed change to the Contract Documents and requesting a price proposal from the Contractor, if applicable, within a specified time period.

Change Order: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract Documents.

CIS: Construction inspection services.

Claim: A Claim should include any request for additional compensation, time, or other relief arising out of or relating to the Contract Documents, including without limitation, requests for equitable adjustments and breach of contract.

Commissioning: A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that all of the commissioned systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.

Consulting Engineers: Miami-Dade Aviation Department Bond Engineer, Consulting Engineers/Supervising Architects to the Miami-Dade Aviation Department.

Construction Staging Area: Property which may be available for use by the Contractor during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

Construction Contract: The agreement executed by the Contractor and the Owner covering the performance of the Work including the furnishing of labor, superintendence, materials, tools and equipment as indicated in the Contract Documents. The term "Contract" shall have the same meaning.

Consultant: See Architect/Engineer.

Contract Documents: The Instructions to Bidders, the Bid, Bid Form, Bid Bond, Condition of Award Requirements, Contract Summary, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplementary Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Work Orders, Schedules and shop drawings.

Contract Drawings: The plans, profiles, cross-sections-, elevations, schedules, and details which show locations, character, dimensions and details of the Work. Contract Drawings are confidential under the Florida Public Records Act and the Contractor is responsible for maintaining confidentiality during and after the progress of the Work.

Contract Summary: The written agreement between the County and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contractor: The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, duly licensed under Florida Statutes, which, as an independent Contractor, has entered into a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

Contract Time: The number of days allowed for completion of the Work commencing with the effective date of Notice to Proceed and ending with the date of Substantial Completion or Final Completion, including completion of punch list items, as determined by the Owner or the Owner's designee. The Contract Time will be stipulated in the Contract Documents unless extended by a Change Order or by a Work Order.

County: See Owner.

County Mayor: The Mayor of Miami-Dade County, Florida, or the County Mayor's designee.

Critical Path: The longest sequence of tasks in time from start to finish.

Days: Unless otherwise designated, days mean calendar days.

Department Director: The Director of the Miami-Dade County Department implementing the work or the Director's designee.

Department Director's Representative: The person or persons designated by the Department Director to act on his behalf in the administration of the contract within the limits of their respective authorization.

Delays: May be Excusable or Non-Excusable. Excusable Delays may be Compensable or Non-Compensable, as further defined within the text of these General Conditions.

Direct Costs: Direct Costs recoverable by the Contractor as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the additional cost of rental of any Special Equipment or Machinery pursuant to Article 10.E.2.g. Labor shall be limited to site labor costs, including Employer's Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the Contract Documents and materials approved by the Architect/Engineer as necessary to install the permanent materials in an efficient and workmanlike manner. For special equipment or machinery not listed in said document, the Contractor shall be paid a rental rate corresponding to the average prevailing rental rate for such equipment or machinery in Miami-Dade County, Florida, subject to approval by the Architect/Engineer. No additional payment shall be made to the Contractor for fuel, lubricants, for wear and tear, transportation, insurance or depreciation. Any equipment or machinery not designated by the Architect/Engineer as special equipment and machinery shall be considered Overhead.

Extra Work: Work not provided for in the Contract Documents as awarded or as previously modified by Change Order or Work Order but found to be essential to the satisfactory completion of the Contract within its intended scope.

Field Representative/Construction Manager: An authorized representative of the Owner that may provide administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract and through which the orders of the Owner shall be given. The Field Representative has no authority to modify or waive any provision of the Contract Documents.

Final Acceptance: The formal written acceptance by the Owner of the completed work.

Final Completion: Point in time when the Owner determines that all physical Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion, Punch List and other attachments have been corrected to the satisfaction of the Owner and Architect/Engineer. (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance).

Force Account: A method of payment measured by actual cost of the labor, materials and equipment plus a mark-up for Indirect Costs, as distinct from other payment methods such as lump sum or unit price, for Extra Work ordered by Change Order and/or Work Order (See Article 10 Changes Paragraph G. Force Account).

Force Majeure: Force Majeure as used herein shall mean Acts of God, strikes, lockouts, any late delivery of the Owner's supplied material and equipment due to transportation delays beyond Department's control, or other industrial disturbances; acts of public enemy, blockades, wars, insurrections, or riots; epidemics, landslides, earthquakes, fire, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints, either Federal or County, civil or military; civil disturbances; explosions; inability to obtain necessary materials or equipment, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws, or proclamations, either Federal, State or County, civil or military, or otherwise; and other causes beyond the control of the Department or County, whether or not specifically enumerated herein.

Furnishing: Manufacturing, fabricating, or purchasing and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles and conveyances necessary or required for the completion of Work.

General Conditions: This section of the Contract Documents which specifies, in general, the contractual conditions.

Green Building Practices: Environmentally and socially-conscious practices that emphasize processes and methods of design and construction that reduce exposure to noxious materials, conserve non-renewable energy and scarce materials, minimize life-cycle ecological impact of energy and materials, employ renewable energy or materials that are sustainably harvested, protect and restore local air, water, soils, flora and fauna, and support pedestrians, bicycles, mass transit and other alternatives to fossil-fueled vehicles.

Implementing Orders (IO): Establishes specific Board of County Commissioner legislation or policies that fall under their authority, including fees departments charged to the public. Implementing Orders are submitted to the Board of County Commissioners for their action to accept, amend, or reject. Implementing Orders may be viewed at the following hyperlink: <http://www.miamidade.gov/ao/home.asp?Process=completelist>

Indirect Costs: Overhead.

Installation, Install or Installing: Completely assembling, erecting and connecting material, parts, components, supplies and related equipment specified or required for the completion of the Work including the successful passing of all tests so that they are fully functional.

LEED (Leadership in Energy and Environmental Design): An ecology-oriented building certification program run under the auspices of the U.S. Green Building Council (USGBC) which concentrates its efforts on improving performance across five key areas of environmental and human health: energy efficiency, indoor environmental quality, materials selection, sustainable site development, and water savings.

LEED AP: A person(s) that is an employee of the A/E or is a Sub-consultant to the A/E that is certified by the GBCI or successor entity in the specialty specified in the Request for Qualifications/Proposals for this Project. The LEED AP shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the A/E in the design of the Project in order to achieve the points needed for the desired LEED certification; and (3) monitor the Contractor for the documentation required to meet the Contractor's obligations to achieve the LEED credit points stipulated in the Contract Documents.

LEED Certification Documents: Reports, documents, or other supporting data required to apply for and obtain the desired LEED certification.

LEED Certification Plan: Plan developed by the LEED AP and the Contractor to develop and monitor the documentation required during design and construction for the LEED certification application process. The LEED Certification Plan shall include project LEED certification phases and milestones and shall be approved by the Project Manager.

LEED Status Report: A periodic report produced by the LEED AP to inform the Owner and other stakeholders in the Project on the status of the design and construction relative to earning LEED credit points for the Project.

Lessee: Any individual, partnership or corporation having a tenant relationship with the County.

Limit of Work: Boundary within which the Work is to be performed.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Contract Documents, which will be deducted from the Contract Sum for each day of delay due to a Non-Excusable Delay. (See Article 8 Contract Time Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

Liquidated Indirect Costs Rate: The amount, stipulated in the Contract Documents, which will be added to the Contract Sum for each day of delay due to a Compensable Delay. The Contractor

accepts this sum as full compensation for the Contractor's and all its subcontractors' indirect costs, for each day of Compensable Delays. This amount is agreed to include any costs other than Direct Costs incurred by the Contractor and all its subcontractors of any tier in the performance of this Contract. (See Article 8 Contract Time, Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

Lump Sum Bid Item: A bid item in which quantity is not separately measured for payment in units but rather is based on the amount bid by the Contractor as indicated in the Bid Form and made a part of the Contract. Partial payments of Lump Sum Bid Items will be conditionally made, based upon an approved schedule of values, and will be subject to reconciliation in the event that the work of a Lump Sum Bid Item is not fully completed in accordance with the requirements of the Contract Documents.

Miami-Dade County (MDC): A political subdivision of the State of Florida, the Owner.

Miami-Dade County Code of Ordinances: Central repository for Governing Legislation where Ordinances are codified and kept current with subsequent amendments. The Miami-Dade County Code of Ordinances can be viewed at the following hyperlink:<https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances>

Milestone: A completion date as defined in the Contract Documents.

Modified Total Cost Claim: The variant of the total cost approach that allows for an adjustment of the damage amount to compensate for bid errors, costs resulting from the contractor's own actions, and costs resulting from the actions of third parties.

Near term Schedule: The near-term project schedule shall delineate, in the same detail as required for the overall project schedule, the work anticipated for the first ninety (90) calendar days after Notice to Proceed (NTP), with the balance of project duration, including all milestones, shown in summary form. The near-term project schedule shall be prepared and submitted to the Field Representative prior to the Notice to Proceed.

Notice to Proceed: Written notice from the Owner to the Contractor specifying the date on which the Contractor is to proceed with the Work and on which the Contract Time commences to run.

Notice of Termination: Written notice from the Architect/Engineer or the Owner to the Contractor to permanently stop work under the Contract on the date and to the extent specified in the notice. The Notice of Termination includes Notices of Termination for Convenience, Default and National Emergencies as set forth in the Contract Documents. Upon receipt of such notice, the Contractor shall comply with the termination provisions of this Contract.

OOM: Office of the Mayor.

Overhead (Indirect Costs): Overhead, also defined as "Indirect Costs," includes any and all costs other than Direct Costs. The term "Overhead" as indicated in this definition shall apply to both Contractors and subcontractors of any tier. Overhead includes, but is not limited to, all profit and costs associated with: project bond premiums, project insurance premiums, costs of supervision, coordination, superintendents, general foremen, consultants, schedulers, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, rent, telephones, facsimile machines, computers, word processors, printers, plotters, computer software, all expendable items, job site and general office expenses, extended jobsite general conditions, interest on monies retained by the Owner, escalated costs of materials and labor, impact cost on unchanged work, inefficiency, decreased productivity, home office expenses or any cost incurred that may be allocated from the headquarters of the Contractor or any of its subcontractors, loss of any anticipated profits, loss of



bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other Project, loss of interest income on funds not paid, costs to prepare a bid, cost to prepare a quote for a Change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of Projects not bid upon, loss of productivity or inefficiencies in the Work from any cause.

Owner: Miami-Dade County, whose governing body is the BCC acting in its proprietary capacity through its duly authorized agents. When these Contract Documents require the action of individual persons, the documents contain specific references to these persons. In particular, the documents shall refer to the BCC when approval of the BCC is specifically required and to the Architect/Engineer when the Architect/Engineer's approval is specifically required.

Payment and Performance Bond: Bond executed by the Contractor and its Surety assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work. This bond shall be a single instrument bond for twice the penal sum (to cover 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues).

Plans: The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: See definition for Work.

Project Manual: The portion of the Contract Documents, prepared by the Architect/Engineer, other than the Plans.

Project Record Documents: Documents submitted by the Contractor during and/or upon completion of the Contract reflecting actual installed/built conditions and all changes made in the Contract Documents during the construction process and showing the exact dimensions, geometry, location, identification and such other information as required by the Contract Documents and/or Architect/Engineer for all elements of the work completed under the contract. Final payment is conditional upon the receipt of Project Record Documents.

Project Testing Laboratory: The laboratory(ies) employed by the County to perform under the direction of the Architect/Engineer all quality assurance testing.

Proper Invoice: An invoice which conforms with the present requirements of the County Department.

Punch List: A list issued by the Owner to the Contractor of work elements requiring remedial action or completion by the Contractor before Final Completion is issued to the Contractor.

Resolution: An action taken by a vote of the Miami Dade County Board of County Commissioners setting policy and providing guidance to County Departments. Resolutions issued after 1995 can be viewed at the following hyperlink: [Miami-Dade County - Legislative Information - Advanced Search - Miami-Dade County Commission Legislation \(miamidade.gov\)](http://www.miamidade.gov/legis/legis.htm) Earlier Resolution can be obtained through request to the Clerk of the Board Division, Stephen P. Clark Center, 111 NW 1st Street, Suite 17-202 Miami, Florida 33128

Right-of-Way: A term denoting land and property, and interests therein, owned or acquired by the Owner.

Runway: The area on the airport prepared for the landing and takeoff of aircraft.

Schedules: All schedules delivered under the Contract including time schedules and schedule of values.

Schedule of Values: A detailed cost breakdown of each lump sum bid item in the bid form, submitted by the Contractor at the beginning of the Work and to be used as a basis to determine monthly progress payments and quantity adjustments within the constraints specified in the Contract Documents.

Shop Drawings: Documents furnished by the Contractor for approval by the Architect/Engineer to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, calculations, schedules, tables, charts, brochures and other data describing design, fabrication and installation of specific portions of the Work.

Site, Project Site, Work Site, Construction Site, Job Site: The location(s) at which the work under this Contract is to be accomplished, as shown in the Contract Documents.

Special Equipment or Machinery: Equipment or machinery such as power driven rollers, tractors, backhoes, bulldozers, excavators, trucks (excluding "pickup" trucks), cranes, industrial railroad equipment, or any other such equipment approved by the Architect/Engineer as necessary to complete the Project in an efficient and workmanlike manner. This equipment or machinery must be a requirement for the economical performance of the work to be accomplished by the Contractor or by a Subcontractor (of any tier). Special Equipment or Machinery shall not include small tools or pieces of equipment considered to be standard equipment included in the basic inventory of a General Contractor or a Subcontractor (of any tier).

Special Provisions: Section of the Contract which includes specific contractual requirements not covered in the General Conditions that are specific to the Project.

Subcontractor: Any person or entity, other than the employees of the Contractor, supplying the Contractor with labor, materials, supplies and/or equipment used directly or indirectly by the Contractor in the prosecution of the Work.

Substantial Completion: Substantial Completion of a Project is the date on which the Owner certifies that the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders, so that the Owner can occupy the Project for the use for which it was intended. A certificate shall be issued to the Contractor by the Owner upon achievement of Substantial Completion. (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance)

Surety: The bonding company or companies furnishing the bonds required of a Bidder and of the Contractor.

Technical Specifications: The general term comprising all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," those portions of standard specifications to which reference is specifically made in the Technical Specifications, and any Addenda, Work Orders and Change Orders that may be issued for the Contract, all describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such work is to be performed as well as any reports specifically issued with the Bid Documents and specifically identified in the Instructions to Bidders which may include geotechnical or other technical reports.

Temporary Construction Easement Line: A boundary which describes additional areas which may be made temporarily available for construction operations.

Time Contingency: The maximum time specifically identified in the Contract Documents by which the Owner may extend the contract time to accomplish the work without a change order. Limitations on the use of the time contingency are set forth in the Contract Documents.

Total Cost Claim: The difference between actual cost of the entire project and the original bid cost, after various adjustments and modifications, is the amount of damage incurred by the contractor.

Unit Prices: Unit prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the unit price Work with adjacent work; and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the unit prices as full compensation for furnishing such Work.

Work: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Contract Documents or, if not specifically imposed by the Contract Documents, which can be reasonably assumed as necessary to fulfill the intent of the Contract Documents to provide a complete, fully functional and satisfactory project.

Work Order: A written order, authorized by the Architect/Engineer or Owner, directing the Contractor to perform work under a specific Allowance Account or directing the Contractor to perform a change in the Work that does not have a monetary impact, including but not limited to, extending the Contract Time or subject to the payment of Liquidated Indirect Costs if entitlement is established as required by these Contract Documents. No Work Order may increase the Contract Sum.

END OF ARTICLE

## 2. INTERPRETATION

- A. The intent of the Contract is to include all necessary items for the proper completion of the Work by the Contractor so the Owner may have a fully functioning facility and fully receive the benefits intended under the Contract. The Contractor shall perform, without additional compensation, such incidental, implied, or appurtenant work as necessary to complete the Work and fulfill the design intent, in accordance with the requirements set forth in the Contract Documents, so that it will meet the requirements for which the Project was intended, in a satisfactory and workmanlike manner.
- B. The Contract Documents and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. The documents comprising the Contract Documents are complementary and indicate the construction and completion of the Work. Anything mentioned in the Contract Documents and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Contract Documents, shall be of like effect as if shown or mentioned in both. The more stringent shall apply in the case of a conflict. The determination of the more stringent standard shall control and be binding on the contractor, without limitation, and the Contractor's compliance with this determination shall not count as extra work.
- C. Site Inspections and Verification of Governing Dimensions: In executing the contract, the Contractor represents that he has, prior to bid, visited the site, become familiar with the conditions under which the work is to be performed and correlated his personal observations with the requirements of the Contract Documents or that he has chosen not to do so, in the event that a mandatory site visit is not specified in the Contract Documents. The Contractor accepts the responsibility for all errors in construction which could have been avoided by such examination and the opportunity to seek timely clarifications during the bidding process. The Contractor, before commencing work, shall verify all governing dimensions at the site, all conditions under which the work is to occur, including but not limited to site access, lay down and staging areas, the presence of known utilities and utility connections, and shall examine all adjoining work on which his work is in any way dependent for its conformance with the intent of the Contract Documents and no disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless notice of same has been filed by the Contractor, and agreed to in writing by the Owner through the Architect/Engineer before the Contractor begins any part of the Work. No disclaimer for defective or non-conforming adjoining work that was clearly foreseeable to the Contractor during a site visit (mandatory or non-mandatory) will be considered by the Owner. The County does not warrant or guarantee the presence or absence of any particular site conditions or the accuracy of any as-built information related to existing work in-place on the site.
- D. Errors, Inconsistencies and Omissions: The Contractor shall carefully study and compare all drawings, Contract Documents and other instructions; shall verify all figures on the Contract Drawings before laying out the Work; shall notify the Owner or Architect/Engineer of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions in writing during the bidding process and prior to submitting his Bid. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Drawings or Contract Documents, and the Architect/Engineer shall be entitled to make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification, and shall correct, at his own

expense, all work improperly priced, scheduled or constructed through failure to notify the Owner or Architect/Engineer and to request specific instructions.

- E. Where "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Contract Documents unless stated otherwise.
- F. References to Articles or Sections include sub-articles or subsections under the Article referenced.
- G. Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where otherwise expressly indicated. In case of a conflict between the Contract Documents and the referenced standard, the Contract Documents shall govern.
- H. Order of Precedence of Contract Documents: The Contract, Plans, Specifications, and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In the event of any conflicts, ambiguities, or discrepancies among the Contract Documents, the precedence in resolving such conflicts, ambiguities, or discrepancies shall be as follows:
  - 1. Special Provisions shall govern over General Conditions, Division 1 and Technical Specifications.
  - 2. General Conditions shall govern over the Contractor's proposal, Division 1, Technical Specifications and Plans.
  - 3. The Contractor's proposal shall govern over Division 1, Technical Specifications and Plans.
  - 4. Division 1 shall govern over Technical Specifications and Plans.
  - 5. Technical Specifications shall govern over Plans and over Standard Specifications and over standards for testing and materials and over cited FAA Advisory Circulars.
  - 6. Plans shall govern over Standard Specifications and over standards for testing and materials and over cited FAA Advisory Circulars.
- I. The Contractor shall not take advantage of any apparent error, omission, discrepancy or ambiguity on the Plans and Specifications. If an error, omission or discrepancy or ambiguity is found by the Contractor in the Plans or Specifications, the Contractor shall refer the same to the Owner or Architect/Engineer/Field Representative in a timely manner to allow sufficient time for an interpretation and decision by the Owner or Architect/Engineer/Field Representative prior to any related work delay. The Owner or Architect/Engineer/Field Representative's decision shall be final.
- J. With respect to any conflict, ambiguity, or discrepancy amongst the Contract Documents not otherwise addressed above, the Contractor shall be required to provide the alternative which provides the maximum benefit to the County, and all work associated with same shall not be considered as extra work. Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Owner or Architect/Engineer in a timely manner to allow sufficient time for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. The Owner or Architect/Engineer's decision shall be final.

- K. Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only and shall be deemed not to modify or affect the rights and duties of parties to this Contract.
- L. No acceptance, order, measurement, payment, or certificate of or by the Architect/Engineer and/or the Owner or its employees or agents shall either estop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.
- M. Wherever the terms, "as directed," "ordered," "permitted," "designated," "as approved," "approved equal," "or equal," "acceptable," and other words of similar meaning which authorize an exercise of judgment are used in the Contract Documents, such judgment shall be vested only in the Architect/Engineer and/or the Owner and shall be final.
- N. The Contractor shall make available at the job site one copy of each referenced standard and/or Contract Documents for the Contractor's and the Field Representative's use during the time that work covered by the standards and/or Contract Documents is underway.
- O. The Contract Documents provide for a complete work and may have been prepared in divisions of various crafts, trades, and other categories of work. The Contractor is responsible for the performance of all work under the Contract regardless of any such divisions and shall ensure that all of the work is performed and completed. The organization of the Contract Documents into divisions, sections and articles and the arrangement of the drawings do not restrict or limit the Contractor into dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.
- P. No deviation from the approved Contract Documents shall be permitted without the prior written approval of the Owner, which approved deviation shall be documented by Change Order.
- Q. All Requests for Information by the Contractor per this section shall be in accordance with the Contract Documents.
- R. Product and Reference Standards
  - 1. When descriptive catalog designations including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue on the date of the first advertisement for bids.
  - 2. When standards of Standards Organization such as ASTM, AASHTO, AWS or ANSI, trade societies, or trade associations are referred in the Contract Documents by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current published edition on the date of the first advertisement for bids shall be considered as part of the Contract.
  - 3. Where in the Contract Documents an item is identified by a particular manufacturer's name, model or other code only that particular specified manufacturer, or model or other code, as applicable, shall be permitted. Provided however, the Owner only permit Contractor to use a product of like and equal or better quality and function if Contractor requests approval in writing from the Owner with sufficient evidence to allow Owner to confirm it is better or equal.

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

END OF ARTICLE

### 3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE

- A. The Architect/Engineer shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work in accordance with the time frames prescribed in the Contract Documents. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, and the fulfillment of the Contract on the part of the Contractor, and those decisions shall be binding on the Contractor.
- B. The Field Representative will observe the Contractor's work for compliance with the Contract Documents. Such observation shall extend to all or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used. The Field Representative shall decide all questions relating to the rights of different prime contractors on the Project or site. The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor.
- C. The Architect/Engineer/Field Representative will administer the Contract and the orders of the Owner are to be given through the Field Representative and/or Architect/Engineer. The Architect/Engineer/Field Representative shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.
- D. The Architect/Engineer/Field Representative is not authorized to revoke, alter, or waive any requirement of the Contract.
- E. The Architect/Engineer, Owner and Field Representative shall have free access to the Work and materials at all times to facilitate the performance of his duties.
- F. All materials and each part or detail of the work shall be subject to observation by the Field Representative and/or the Architect/Engineer.
- G. Subject to concurrence by the Owner, the Architect/Engineer/Field Representative shall have the right to observe and reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer/Field Representative discovers any work in progress or completed that does not meet the requirements of the Contract Documents, the Architect/Engineer/Field Representative shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer/Field Representative will not be paid for, nor shall any extra work associated to remove, remediate, or correct such non-conforming work. Any such observation and/or rejection shall not be construed as undertaking supervisory control of the Work or of means and methods employed by the Contractor or his subcontractors and shall not relieve the Contractor of any of his responsibilities or obligations under the Contract.
- H. The fact that the Architect/Engineer/Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer/Field Representative from subsequently rejecting said materials or work.
- I. If either the Architect/Engineer or the Field Representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering



or making good of the parts removed will be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.

- J. Any work done or materials used which are not in compliance with the Contract Documents may be ordered removed and replaced at the Contractor's expense.
- K. Whenever the Contractor intends to build, assemble or perform any portions of the Work away from the site, the Contractor shall promptly notify the Architect/Engineer/Field Representative of such intentions, including where and when such work is to be performed, before such work starts. The Contractor shall also make arrangements for access thereto by the Architect/Engineer/Field Representative so that the aforementioned portions of the Work may be inspected as needed.
- L. The Contractor shall not request or attempt to require the Architect/Engineer/Field Representative to undertake such supervisory control or to administer, supervise, inspect, assist, or act in any manner so as to relieve the Contractor from such responsibilities or obligations.
- M. Neither the Architect/Engineer nor the Field Representative shall be responsible for any safety obligations imposed on the Contractor by applicable industry standards, licensing requirements, laws or regulatory requirements.

END OF ARTICLE

#### 4. OWNER

- A. Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Contractor. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Contractor.
- B. Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted by the Owner to indicate the true quantities or distribution of quantities unless the Contractor is expressly directed to rely on such information to prepare and submit his Bid.
- C. If the Contractor is notified by the Owner to correct defective or nonconforming work, and the Contractor fails to promptly proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and back charge the Contractor for the cost incurred. The cost of back charge work shall include all reasonable costs associated with the corrective action.
- D. The Owner shall separately invoice or deduct from payments, otherwise due to the Contractor, the costs associated with back charges, as described in item C above.. The Owner's right to back charge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of back-charge work, on behalf of the Owner, shall not relieve the Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Contract Time.
- E. Inspectors, employed by the Owner, will be authorized to inspect all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Plans or the Specifications and will have authority to suspend the work affected until any question at issue can be referred to and decided by the Architect/Engineer. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.
- F. The Owner and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.
- G. Miami-Dade County enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of Miami-Dade County acting in its regulatory capacity, including but not limited to the regulatory acts of the departments of Regulatory and Economic Resources (RER), Transportation and Public Works (DT&PW), Miami-Dade Fire-Rescue (MDFR) and Water and Sewer (WASD), or their successors.
- H. OWNER PROVIDED ITEMS

1. The Owner may contract a Threshold Inspector to perform inspection services during construction of the Project pursuant to Florida Statutes, as may be warranted by the size and scope of the project.
2. The Contractor shall schedule, coordinate delivery of, store, install, and otherwise incorporate into the Project any materials, equipment, or item(s) that may be donated to the Owner for the Project. Contractor shall maintain all responsibilities for the donated item(s) as if the item had been supplied by the Contractor.
3. If the Owner elects to pursue a direct purchase program, the Contractor shall aid the Owner in the procurement of tax-exempt materials and equipment pursuant to Article 14.F – County Purchases.
4. The Contractor shall choose vendors, determine quantities, schedule, coordinate delivery of, store, install, and otherwise handle and incorporate into the Project any materials, equipment, or item(s) that the Owner may elect to purchase directly for the Project. Contractor shall maintain all responsibilities for the owner-purchased item(s) as if the item had been supplied by the Contractor.
5. Savings achieved through all Owner’s direct purchase program shall become part of the project’s contingency account, and the Contractor shall not be entitled to these funds unless authorized by work order or change order.

END OF ARTICLE

## 5. CONTRACTOR

- A. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- B. The Contractor shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami- Dade County.
- C. The Contractor shall maintain within Miami-Dade County, Florida, a duly authorized agent to accept service of legal process on its behalf and shall keep the Owner advised of such agent's name and address, during the duration of the Contract, and for three years after final payment or as long as Contractor has warranty obligations under these Contract Documents, whichever period terminates later. The Contractor shall complete the form titled "Contractor Agent to Accept Service" included in the Contract Documents and submit it to the Architect/Engineer prior to NTP.
- D. The Contractor shall be responsible for the complete performance for all of the work under the Contract, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus and property of every description used in connection therewith and for the provision of all other goods, materials, or services reasonably understood as necessary for the completion of the work, or which are ordinarily furnished by contractors of similar experience on similar projects.
- E. Contractor's Superintendent: The Contractor shall provide a superintendent at the site at all times who is competent in the type of work being performed to act as the Contractor's agent, and shall give that superintendent the full authority to receive instruction from the Field Representative or Architect/Engineer or the Owner and to execute the order or directions of the Field Representative or Architect/Engineer or the Owner, including the prompt supply of all materials, tools, equipment, labor, and incidentals that may be required. The Contractor shall furnish such superintendence regardless of the amount of work that is subcontracted, and the superintendent shall read, speak, write and understand English. The Contractor shall also maintain at least one other employee on the work site during Project working hours who speaks and understands English. This superintendent shall be responsible for keeping written daily logs of the work on the project.
- F. The competency of the superintendent shall be demonstrated through licensure or certification in contracting, engineering, trade or experience as applicable to the work being performed. Proof of licensure, certification or qualification of the superintendent must be provided to the Owner at the pre-construction conference and is subject to the approval of the Architect/Engineer or Field Representative after Contractor receipt of said requirements. The Contractor shall replace the Superintendent only with written notice to the County five (5) days in advance of the proposed substitution, and only with a superintendent qualified to perform the work as reasonably determined by the Field Representative.
- G. In the event that the Field Representative or Architect/Engineer determines, through the course of the actual work progress, that the superintendent lacks the knowledge or expertise necessary to execute the work in an efficient and competent manner, in keeping with all current codes and best practices, the Field Representative or Architect/Engineer shall notify the Contractor in writing and the superintendent shall be replaced by the Contractor with a person acceptable to the Field Representative or Architect/Engineer within five (5) working days.

- H. The Contractor's failure to replace the superintendent in the time allotted shall be cause for the Owner to suspend work with such delays chargeable to the Contractor as Liquidated Damages as specified elsewhere in this contract.
- I. The Contractor shall maintain a daily accounting of his daily manpower, by trade and position, and provide this information to the Field Representative on a weekly basis.
- J. The Contractor shall keep an electronic daily log, via web-based Project Management Software, containing a record of weather, Subcontractors' work on the project, number of workers, work accomplished, deliveries received, problems encountered, and other similar relevant data as the Field Representative may require. The Contractor shall make the log available to the Owner and Architect/Engineer with real-time access to the project.
- K. A three (3) weeks look ahead shall be provided by the Contractor no less than two (2) working days prior to each construction progress meeting. The three (3) weeks look ahead shall have enough detailed information as to the type of work being performed, the trade performing the work, the duration of the work, the expected completion date, the scheduled manpower, and any potential conflicts on the work as foreseen. The three (3) weeks look ahead shall be reviewed during the meeting. The three (3) weeks look ahead shall include at minimum all activities scheduled to occur during that period of time as represented in the latest project update.

END OF ARTICLE

## 6. SUBCONTRACTORS

- A. The Contractor will be permitted to subcontract portions of the Work to competent subcontractors. The Contractor will be permitted to subcontract portions of the Work to competent Subcontractors. Such Subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in Chapter 489 of the Florida Statutes and Chapter 10 of the Code of Miami- Dade County. .
- B. Nothing contained herein shall create any contractual relationship between the Owner and any level of subcontractor, materialman or supplier.
- C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor which shall contain provisions that:
  - 1. Preserve and protect the rights of the Owner and any of its authorized representatives under the Contract, including but not limited to, the Architect/Engineer and Field Representative, with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
  - 2. Require that such Work be performed in accordance with the requirements of the Contract Documents including the Contractor's approved schedule;
  - 3. Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment in accordance with any and all payment provisions of the Contract Documents;
  - 4. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
  - 5. Require specific consent to all relevant provisions of the Contract Documents; and
  - 6. Incorporate all flow-down clauses specifically called for in the Contract, as directed.
- D. Work Performed by Equipment-Rental Agreement:
  - 1. The amount of work performed under equipment rental agreements shall not be considered subcontractor work. However, for work to be performed by equipment-rental agreement, the Contractor shall notify the Architect/Engineer in writing of such intention before using the rented equipment and shall indicate whether the equipment is being rented on an operated or non-operated basis. The Contractor's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the Architect/Engineer, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.
  - 2. The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the Project. If equipment is being rented without operators, the Contractor shall be required to carry the operators

on his own payroll. When equipment is rented on an operated basis, the Contractor, when required by the Contract or requested by the Architect/Engineer, shall submit payrolls from the lessor with the names of the operators shown thereon.

- E. No work is to be performed at the Work site until the Contractor is in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to the Owner and obtained all required permits.
- F. Approval of Subcontractor:
  - 1. Prior to entering into any subcontract for Work to be performed on the Project, the Contractor shall secure the approval of the Owner regarding the prospective subcontractor's qualifications, employment data and compliance with CSBE program requirements. The forms used to provide the required information shall be the same as those included in the Forms for Bidding. The Owner will review the submittal from each subcontractor and will furnish written notification to the Contractor concerning approval of the award of the subcontract. If the Owner objects to the proposed award or fails to respond to the Contractor within five (5) business days of the complete submittal of the required information, the Contractor may furnish written notice of another subcontractor for consideration. The Owner may, at its discretion, waive or reduce subcontractor information submittal requirements as it deems appropriate.
  - 2. In accordance with Miami-Dade County Code Sections 2-8.1 and 10-33.01, the Contractor shall not, without written consent of the Owner, either replace any subcontractor or permit any such subcontract to be assigned or transferred or allow that portion of the Work to be performed by anyone other than the approved subcontractor, except he may perform the work himself with qualified personnel upon written notice to the Owner in accordance with applicable law.

END OF ARTICLE

## 7. PROSECUTION OF THE WORK

### A. Workmanship and Unauthorized Work

1. Work under this Contract shall be performed in a skillful and workmanlike manner. Unless otherwise indicated in the Contract Documents, the Contractor shall be solely responsible for means and methods and for the coordination of all trades through completion of the Work and without damage to the existing or newly installed components and surfaces. The Architect/Engineer or Field Representative may, in writing, require the Contractor to remove from the work any employee the Architect/Engineer or Field Representative determines incompetent, careless or otherwise objectionable. Such request shall be at no cost to the Owner.
2. Unauthorized Work: Work performed beyond the lines and grades shown on the Contract Drawings and approved Shop Drawings or established by the Owner, and Extra Work done without a Work Order or Change Order, will be unauthorized work and the Contractor will receive no compensation therefor. If required by the Owner, unauthorized work shall be remedied, removed or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, the Owner may at its discretion, remedy, remove or replace the unauthorized work and the Contractor shall bear the responsibility for any and all costs and for delays resulting from such work.
3. The entire work and each part thereof, unless otherwise specified in the Contract Documents, shall be placed at the location, elevation, grade and gradient specified, and in proper alignment and adjustment. The Contractor shall provide all frames, forms, falsework, shoring, guides, anchors and temporary structures required to ensure these results.
4. No deviation from the approved Shop Drawings/plans/specifications/technical specifications shall be permitted without the prior written approval of the Architect/Engineer and/or Owner, by Work Order or Change Order, which approved deviation(s) shall be documented to the extent required by the Contract Documents.
5. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.
6. All proposed equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the work, producing a satisfactory quality of work. Equipment used on any portion of the work shall be such that no damage to previously completed work, adjacent property, or existing facilities will result from its use.
7. When the Contract Documents expressly specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Architect/Engineer by Work Order or Change Order. When the Contract Documents expressly specify the prohibition of certain methods and equipment, such methods and equipment shall not be used unless others are authorized in writing by the Architect/Engineer by Work Order or Change Order. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request



- permission from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Architect/Engineer may direct, at no additional cost to the Owner. No change will be made to the Contract price or the Contract Time as a result of authorizing a change in methods or equipment under this article.
8. The Contractor shall give constant attention to the work to facilitate the progress thereof such that the work will be completed during contract time, and they shall cooperate with the Architect/Engineer and its Field Representatives and with other Contractors in every way possible.
  9. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified in the Contract Documents , and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless otherwise required under this Contract. Work not conforming to these standards may be considered defective. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
  10. Contractors working in the Public Rights-of-Way shall be cognizant of and comply with Miami-Dade County Code Section 2-103.1 relating to restoration after construction of utilities or works in the public right of way; and Miami-Dade County Code Sections 21-221 through 228 relating to excavation and protection of underground utilities and requiring various Contractor activities; The Contractor shall make every effort to minimize construction impact to business in the area of the Project and as appropriate, the Department will recover any costs caused the County by Contract delays or other business impacting activities attributable to the Contractor. To this end the Contractor shall conduct its construction activities in a manner that will minimize these detrimental effects.
  11. The Contractor shall at all times ensure that the work site is maintained in a clean and orderly fashion. As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. The Contractor shall also restore all public and private property in a manner acceptable to the Engineer, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the Contractor shall leave the site and vicinity unobstructed and in a neat and presentable condition. In the event of delay exceeding two days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any money due the Contractor on the monthly or final estimate. No

Contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.

12. The Architect/Engineer shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Florida Registered Land Surveyor hired by the Contractor shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same.
  - a. The Contractor shall retain the services of a Florida Registered Land Surveyor who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the work as well as the recording of all as-built dimensions and elevations. The Contractor shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given and shall be responsible for their preservation. Should any of the horizontal and vertical control points set by the Engineer of Record be destroyed or disturbed, they shall be reset by the Contractor's Florida Registered Land Surveyor, at the Contractor's expense. All control points previously set by the Engineer of Record shall be verified by the Contractor's surveyor.
  - b. For pipeline Projects the Engineer of Record shall furnish the Contractor with horizontal and vertical control every 1,320 feet which shall be utilized as specified elsewhere herein to layout the work. If a pipeline Project is less than 1,320 feet, the Engineer of Record will provide the Contractor with two horizontal and vertical control points. At on-plant-site Projects, the Engineer of Record shall furnish the Contractor with three horizontal and vertical controls.
  - c. No direct payment shall be made for the cost to the Contractor of any of the work occasioned by delay in giving lines and grades, or making other necessary measurements, or by inspection.
13. Chapter 446 of the Florida Statutes, as amended, which is by reference incorporated herein, provides labor standards for ratios of apprentices or trainees to journeymen on State, County or municipal contracts. It shall be the responsibility of the Contractor, prior to the opening of bids, to inform themselves of the provisions of Chapter 446, Florida Statutes, as amended, which are, or may become, applicable to the Contract, and he shall abide by these provisions at no cost to the County. The Contractor is advised to direct all inquiries concerning Chapter 446, Florida Statutes, as amended to the Florida State Apprenticeship Advisory Council.

**B. Material**

1. Unless otherwise indicated in the Contract Documents, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his option and, subject to the approval of the Architect/Engineer, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of these Contract Documents or propose a substitute equipment, material, article or process as indicated below. Proposed alternative equipment, material, products, or patented processes shall be considered equivalent if the Architect/Engineer determines that the proposed alternative is functionally equal to and/or sufficiently similar to that specified in the

Contract Documents. The Architect/Engineer may consider the Department's current maintenance history, requirement for spare parts, training of personnel and conformity to existing systems when reviewing alternatives.

2. Contractor shall obtain LEED Silver Certification of the Project, if applicable. LEED Silver Certification means formal certification of the Project as meeting the requirements for the Leadership in Energy and Environmental Design Green Building Rating System for New Construction, developed and maintained by the U.S. Green Building Council ("LEED") "silver" rating for new construction under the LEED-NC Rating System. The Contractor shall comply with all requirements of the County's Sustainable Buildings Program, as set forth in Sections 9-71 through 9-75 of the County Code and Implementing Order 8-8.
3. The Architect/Engineer shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article or process. A proposed alternative shall be considered equivalent and/or functionally equal to that specified in the Contract Documents if, in the exercise of reasonable judgment, the Architect/Engineer determines that the proposed alternative is at least equal in materials of construction, quality, durability, appearance, strength and design characteristics, will reliably perform at least equally well the function and achieve the results imposed by the design concept and has a proven record of performance and availability and will not impact project costs or schedule.
4. If the Architect/Engineer determines that a proposed alternative does not qualify as equivalent or functionally equal, the alternative may be proposed for consideration as a substitute subject to the Contractor submitting sufficient information as provided below to allow the Architect/Engineer to determine that the proposed alternative is essentially equivalent to or better than the specified item and is an acceptable substitute for that said specified item.
5. The burden and cost of proving the quality, suitability and cost of an alternative shall be borne by the Contractor. All information required by the Architect/Engineer in judging an alternative shall be supplied by the Contractor at the Contractor's expense. The Architect/Engineer's costs in evaluating a proposed alternative, irrespective of its acceptance, will be reimbursed by the Contractor to the Owner. In the case of approved alternatives, the Contractor shall also reimburse the Owner for the Architect/Engineer's costs to revise the Contract Documents.
6. The Contractor certifies that, if approved and incorporated into the Work, there will be no increase in cost to the Owner or in Contract Time and the proposed alternative shall conform substantially to the detailed requirements of the item specified in the Contract Documents.
  - a. Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial work to completed work, shall be at the Contractor's expense.
  - b. No action relating to the approval of alternative materials will be taken until the request for approval of the alternative materials is made in writing by the Contractor accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least 60 days before the

early start date of the activity. Any delays in receiving approval shall be the responsibility of the Contractor.

- c. The Architect/Engineer will examine and review the proposed alternative with the Owner and return it, within twenty-one (21) calendar days from the date of its receipt at the Architect/Engineer's office, to the Contractor noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Architect/Engineer, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required. Time spent reviewing proposed alternative(s) by the Architect/Engineer or the Owner shall not be grounds for time extension by the Contractor.
  - d. Where classification, rating, or other certification by a body such as, but not limited to, Underwriters' Laboratories Inc. (UL), National Electrical Manufacturer's Association (NEMA), or American Railway Engineering Association (AREA) is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Documents requirements. Testing required proving equality of the material proposed shall be at the Contractors expense.
  - e. Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for the Owner.
7. Source of Supply and Quality of Materials: The Contractor shall furnish all materials and products required to complete the Work except those designated to be furnished by the Owner.
- a. Notwithstanding prior inspection and approval by the Architect/Engineer, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.
  - b. The materials shall be manufactured, handled and incorporated so as to ensure completed work in accordance with the Contract Documents.
8. Defective Materials: Contractor-furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work. The Owner may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the Contractor.
9. Handling of Materials: Materials shall be transported, handled and stored by the Contractor in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
10. The Owner will have no responsibility to the Contractor concerning local material sources.
- a. The Contractor shall make all necessary arrangements with the owners of material sources. The Contractor shall pay all costs in connection with making such

arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the Owner expressly agrees in writing to assume.

11. Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Contractor shall make his own arrangements for properly disposing of waste and excess materials outside the Work Site and he shall pay all costs, therefore. Contractor shall comply with all local, state and federal requirements when disposing of waste and excess materials.
  - a. Prior to disposing of material outside the Work Site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file with the Architect/Engineer said permit, or a certified copy thereof, together with a written release from the property owner absolving the Owner from any and all responsibility in connection with the disposal of material on said property.
12. Property Rights in Materials: The Contractor shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the Owner to the Contractor for materials delivered to the site of the Work, or stored subject to or under the control of the Owner, as provided in these Contract Documents. However, the Contractor shall be responsible for the security of the material on-site until Final Acceptance by the Owner.

C. Methods of Sampling and Testing

1. Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Contractor as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the Owner by the project testing laboratory. The Contractor shall furnish the required samples without charge. Any and all fees for non-conforming materials or work shall be solely borne by the Contractor. The Contractor shall give sufficient notification to the Field Representative of the placing of orders for or receipt of materials to permit testing.
2. The Field Representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly. Should the Field Representative conduct plant inspections, the following shall exist:
  - a. The Field Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
  - b. The Field Representative shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.
  - c. If required by the Field Representative, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
3. It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered

to the site. The Field Representative shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents. In such an event, the cost of re-testing shall be borne by the Contractor if it results in a rejected material.

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

#### D. Meetings

1. A pre-construction conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this contract. The Contractor and its major subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date and location of the meeting.
2. The Contractor shall attend weekly construction coordination meetings at a time and place to be designated by the Architect/Engineer. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Contractors. The Contractor shall cause subcontractors and suppliers to attend as he deems advisable, or as requested by the Architect/Engineer. Unless otherwise provided for in these Contract Documents, the CIS or the Architect/Engineer shall be responsible for generating and distributing meeting minutes for all such meetings.

#### E. Permits and Compliance with Laws

1. Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work. No time extensions will be allowed for delays in obtaining the required permits unless revisions directly caused by the Owner or its agents are required to the Contract Drawings due to changes in codes, regulations and applicable contract standards during the contract term. See Special Provisions for additional permit requirements.
2. The Owner will not pay or reimburse the Contractor for any penalties relating to his permits or fees as a result of the Contractor's failure to timely obtain all his permits, inspections, and approvals.
3. The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules and regulations of the Federal, State and County governments, all authorities having jurisdiction, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.
4. Dewatering of excavations shall be performed in accordance with MDAD Civil Engineering Guidelines, the applicable provisions of the County's Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA) and the South Florida Water Management District (SFWMD) Dewatering Permits and/or any and all authorities having jurisdiction and any other requirements specified in the Contract Documents. The means and methods of dewatering shall be determined by the Contractor who shall bear the full cost of same as part of the contract price.

5. All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharge from construction sites.
6. Upon completion of all of the work contemplated under the Contract Documents, the Contractor shall obtain and deliver to the Field Representative such Certificate(s) of Occupancy or Certificate(s) of Completion as required by the Florida Building Code and/or authority having jurisdiction.
7. The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Section 2-8.4.1, which provides that, whenever any individual or corporation or other entity attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The Contractor is further directed to Section 10-38 of the Miami-Dade County Code, which provides for the debarment of County contractors.

F. Coordination and Access

1. Other Contracts: The Owner may undertake or award other contracts for additional work, and the Contractor shall fully cooperate and coordinate with other Contractors and the Owner and carefully fit his own work to such additional work. The Contractor shall not perform any act which will interfere with the performance of work by any other contractor or by the Owner. The Contractor shall be responsible for obtaining all necessary scheduling details from other Contractors and these requests must be provided, in writing, to the Owner. The Architect/Engineer shall have the authority to resolve conflicts related to coordination between Contractors.
2. In the event of interference between the work of the Contractor and other contractors working concurrently at the Site, the Field Representative will instruct the Contractor as to which work has priority in performance and such instructions shall be binding upon the Contractor.
3. Utility companies, railroads, MDAD tenants, airlines, and municipal agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.
4. Lands to be furnished by the County for construction operations, roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for the construction operations or for other purposes during the construction of the work, they shall provide for the use of such lands at their own expense.
5. Rights-of-way for work to be done under the Contract will be provided by the County. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer will decide which Contractor shall cease work, and which shall continue, or whether the work of both contracts shall progress at the same time, and in what manner. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, the Engineer may grant to the Contractor so desiring such privilege of access to the territory as the Engineer shall deem to be appropriate,

and no such decision shall be made the basis of any claim for delay or damage, except as provided in Article 8 herein.

G. Rights in Land and Improvements

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

H. Interference With Existing Utilities

1. Attention of the Contractor is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other existing overhead or underground utilities and structures.
2. Before commencing work in any given area, the Contractor shall contact utility companies to identify any potential conflicts. Further, the Contractor shall also carefully review the Plans, survey and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures are shown on the Plans for reference purposes only, but no guarantee is expressed or implied that the information is accurate. It shall be the sole responsibility of the Contractor to ascertain and/or verify the location of any and all such utilities or structures using magnetic and electronic detectors and by hand excavation or other appropriate measures before performing any work that could result in damage to such existing utilities or structures. The Contractor shall make a thorough search of the particular location for underground utilities or structures whether or not shown on the drawings, before excavation work is commenced in any particular location. To this end the Contractor shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground utilities or structures. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the Field Representative and maintain above ground physical identification during the work.
3. In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.
4. The Contractor is hereby informed that there are installed on the Airport, and within the site, FAA NAVAIDS, including without limitations, FAA NAVAIDS such as ASR, IHF, and VHF receivers and transmitters, U.S. Weather Bureau Facilities, and electronic cables and controls relating to such NAVAIDS and facilities. Such



NAVAIDS, Weather Bureau, and other facilities and electric cables are vital to the operation of the Airport and must be fully protected during the entire project. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions, and for any other reason determined by the Field Representative. Any instructions to the Contractor to clear any given area, at any time, given by the Field Representative or by any authority designated by the Field Representative such as the Federal Aviation Administration by any means including radio, shall be immediately executed. Construction work will resume in the cleared area only when such instructions are issued by the Field Representative.

5. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, or other facilities will be protected from any possible damage from the elements or due to any crossing of these facilities by equipment.
  6. The Contractor is hereby notified that he shall be required to immediately repair, at his own expense, with identical material by skilled workers, any underground cables serving FAA NAVAIDS, Weather Bureau and other existing FAA facilities which are damaged by his workers, equipment or work, and that prior approval of the FAA must be obtained for materials, workers, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor.
  7. Damaged FAA cables (controls, NAVAIDS and NOAA) shall be repaired in accordance with the requirements of FAA-SO-STD-71 Specifications "Installation and Splicing of Underground Cables". Prior approval of the Field Representative must be obtained for the materials, workers, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any Airport facilities, cables, or existing utilities damaged by the Contractor. The FAA Airways Facilities Sector Field Office (AFSFO) Manager shall have the discretion of determining who shall perform repairs of damaged cables.
  8. NAVAIDS shall be removed from service when construction activities occur within any NAVAIDS critical area, when the runways are closed or when the runway threshold is displaced. If a NAVAID must be removed from service for more than eight hours or for any period of time for three consecutive days, a minimum of fifty (50) day advance notice is required for coordinating the extended facility shutdown with the FAA. Facility shutdown coordination shall be initiated by the Contractor with the Field Representative; the Owner and the Field Representative will coordinate the facility shutdown with the FAA AFSFO Manager responsible for this facility.
- I. Protection of Existing Facilities, Vegetation, Structures, Utilities and Improvements
1. The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction Work and he shall replace in kind the vegetation, shrubs and grass damaged by him at his own expense.
  2. The Contractor shall protect from damage all utilities, foundations, walls or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification from the Architect/Engineer,

- the Contractor fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Contractor.
3. At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
    - a. Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to the Contractor. If the Contractor wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility owners and reimburse them at his own expense for cost of the Work. The Contractor shall keep the Architect/Engineer advised of temporary relocation arrangements.
    - b. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the Architect/Engineer said names, addresses and telephone numbers.
  4. The Contractor shall comply with the latest version of the Florida Building Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.
  5. In order to safeguard the owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor the Government, State, the Owner and the Architect/Engineer in respect thereto, the Contractor shall cause a detailed examination of abutting property to be made before construction is begun. The owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the Contractor to a person in charge of the premises or structure, or by the mailing of the notice to the owner at the premises. The Architect/Engineer will attend while the Contractor makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the Contractor, Owner and the Architect/Engineer and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. At such time as the Architect/Engineer may direct, or upon the filing of the verified statement by the owner, tenant, lessee, operator or occupant of the building structure, and in any event, upon the completion of any work that in the opinion on the Architect/Engineer might affect the abutting property, the Contractor will make another detailed examination of such abutting property. A complete record of the then existing conditions of said property will be made in triplicate, signed by the Contractor and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. In any action, which may be brought by any owner, tenant, lessee, operator or occupant of abutting property to recover under the provisions of this article or any paragraph hereof, the record of the existing conditions of each parcel will

be prima facie evidence of the conditions thereof at the time of the making of the examination.

6. The Contractor shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes and standpipe connections shall be kept clear and visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box or standpipe connection. The Contractor shall promptly notify the authority having jurisdiction of any impairment to any fire systems.

J. Damage to the Work and Responsibility for Materials

1. The Contractor shall be responsible for materials delivered and work performed until completion and Final Acceptance of the entire construction thereof, except those materials and work which may have been accepted under the applicable sections of this article and shall take all necessary steps to protect the Work, from all causes, at his expense.
2. The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the non-execution of the Work, except as provided for in this article. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any cause before Completion and Acceptance of the Work and shall bear the expense thereof. The Contractor shall provide security including, but not limited to, security guards, temporary drainage systems and erection of temporary structures and temporary fencing as necessary to protect the Work and materials from damage.
3. The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.
4. The Contractor's responsibility for material shall be the same for Owner-furnished material, upon receipt of said material from the Owner, under this Contract as for Contractor-furnished material.
5. Relief from Maintenance and Responsibility: The Contractor may request, in writing, from the Owner, that the Owner relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, as described in this paragraph, which have been completed in all respects in accordance with the requirements of the Contract. Such action by the Owner will relieve the Contractor of responsibility for injury or damage to said completed portions of the Work resulting from use by the Owner or the public for any cause, but not from injury or damage resulting from the Contractor's own operations or negligence. Portions of the Work for which the Contractor may be relieved of the duty of maintenance and protection, as provided in this paragraph, include the following:
  - a. Early possession by the Owner of any portion of the Work, in accordance with the Contract Documents.
  - b. This Paragraph 5 does not relieve the Contractor of responsibility for repairing or replacing defective work or materials in accordance with the Contract requirements
6. If it is specifically stated in the Specifications that the Department will furnish materials or equipment to the Contractor for incorporation into the work for which this

Contract pertains, the County shall not be liable for any expenses, losses, damages, claims or demands including but not limited to, all direct costs of Contractor such as labor, material, job overhead, and profit markup but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact cost, or inflationary factors, arising out of any late delivery of such materials or equipment caused by any force Majeure. Compliance with delivery schedules by the Department shall be excused when delays are caused by force Majeure, and, if the delay causes the Contractor to exceed the Contract time stipulated for the final completion of the Project, a non-compensable time extension in the Contract time. An extension in this Contract time will be allowed equal to the length of the delay.

#### K. Emergencies

1. In an emergency affecting the safety of life, the Work, or adjacent property, the Contractor shall notify the Field Representative and the Architect/Engineer as early as possible that an emergency exists. In the meantime, without special instruction from the Architect/Engineer as to the manner of dealing with the emergency, the Contractor shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Field Representative and the Architect/Engineer may issue instructions, which the Contractor shall follow. The compensation to which the Contractor is entitled on account of emergency work, if any, shall be limited to emergencies not caused by actions or inactions of the Contractor determined in accordance with the Contract Documents, where applicable. Compensation for emergency work shall be paid as Extra Work, but only if the Contractor did not cause or contribute to the emergency by its actions or omissions.
2. For purposes of this article, an emergency is defined as an act or event that has already occurred, or may imminently occur, not caused by actions or inactions of the Contractor, which, if no immediate action is taken may affect the safety of life, the work, or adjacent property. This article does not apply to steps taken by the Contractor to protect the Work, adjacent structures, utilities, existing vegetation, etc. under other sections of the Contract Documents. Furthermore, this article does not apply to preparations the Contractor may make prior to storms or hurricanes or other acts of God.

#### L. Accident Prevention

1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - a. All persons on the Site or who may be affected by the Work;
  - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

2. Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection.
3. Upon notification from the Owner or its representative(s), the Contractor shall promptly correct any deficiencies affecting the safety and wellbeing of the construction workers and the public that have been identified by the notice.
4. Should a situation of imminent danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the Field Representative or the Architect/Engineer. The Contractor will not be entitled to future claims alleging impacts caused by the Owner stoppage of the Work due to safety reasons.

M. Warranty of Work

1. Except where longer periods of warranty are indicated for certain items, the Contractor warrants the Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of Substantial Completion. This one-year period shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the work which the Owner takes possession of prior to Substantial Completion, such a period shall commence on the date the Owner takes possession. Upon receiving notification from the Owner or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Contractor shall immediately remedy, repair, or replace, without cost to the Owner or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Contract.
2. The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Contractor's pay request or Payment and Performance Bond if final payment has been made.
3. The Contractor will correct all latent defects discovered within ten (10) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the reasonable cost associated with procurement, implementation and management thereof upon demand. The Owner shall also be entitled to reasonable

- attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.
4. Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the benefit of the Owner provided that, if directed by the Owner, the Contractor requires such subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the Owner.
  5. The rights and remedies of the Owner provided in this article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
  6. Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by the Owner, its agents or other public body, utility or railroad to which ownership has been transferred.

END OF ARTICLE

## 8. CONTRACT TIME

### A. Notice to Proceed

Due to the effects of the coronavirus disease 2019 (COVID-19), the Owner and Contractor shall mutually agree in writing upon a date for issuance of the Notice to Proceed (NTP), which authorizes the Contractor to commence work on a certain date (the "NTP date"). Such NTP date shall not precede the EMS training module has been completed by current and projected employees and subcontractors, the receipt of acceptable Performance and Payment Bonds, proof of the required insurance, and the condition of award documents. The time within which all of the work is to be completed following the issuance of the Notice to Proceed shall be as stipulated in the Bid Form of these Contract Documents. The Contractor is not authorized to perform work under the Contract until the effective date of the Notice to Proceed, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the effective date shown on the Notice to Proceed. Notwithstanding the foregoing, should the Owner and Contractor not mutually agree upon the Notice to Proceed by 30 days, this Contract may be immediately terminated by either the Owner or Contractor. Such termination, whether initiated by Owner or Contractor, shall not entitle Contractor to payment from Owner for the value of: a) work completed (if any); b) materials ordered or delivered; c) equipment ordered or delivered; or d) overhead or anticipated profits. Notice of such termination must be given to all appropriate persons in the manner provided in Article 11 below. Any work performed by the Contractor prior to the NTP date shall be at the Contractor's own risk and shall not be considered as the basis for any claim resulting from this pre-NTP work.

1. Any Work Performed by the Contractor (other than obtaining permits) prior to Notice-To-Proceed shall be at the Contractor's own risk and shall not be considered as the basis for any claim.

### B. Schedules

1. The construction of this project will be planned and recorded with a conventional Critical Path Method (CPM) Format using a Computerized Project Planner Format Primavera Project Planner as specified in Division 1 of the Project Manual which may contain further specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates.
2. The Contractor shall prosecute the Work in accordance with the approved baseline Schedule or most recently approved revision to the baseline schedule. In the event that progress along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract at no additional cost to the Owner, except as otherwise specified herein. In addition, the Contractor shall revise his schedule to reflect these recovery actions and submit it to the Owner for review and approval it being understood that such approval will be as to the format and composition of the schedule and not the Contractor's means and methods. Additional costs resulting therefrom will be borne by the Contractor. Delayed progress is defined as:
  - a. A delay in the start or finish of any activity on the critical path (critical path is defined as the longest sequence of tasks in time from start to finish) of the approved baseline schedule or most recently approved revision to the baseline; or

- b. A delay in the start or finish of any non-critical activity which consumes more than the available float shown on the approved baseline schedule or most recently approved revision to the baseline, thereby making the activity critical and late; or
  - c. A projected completion date shown on a schedule update which is later than the contractual completion date; or
  - d. Any combination of the above.
- 3. Failure of the Contractor to comply with the requirements under this provision will be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with the Contract Documents. If in the Contractor's estimation, the cause(s) of delay are beyond the Contractor's control, the Contractor shall adhere to the sections of the Contract Documents related to extensions of time, claims and others as appropriate.
- 4. The Contractor shall be responsible for scheduling and coordinating the work of all crafts and trades, subcontractors and suppliers, required to perform the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or special equipment of the Contractor or its subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of these or any other costs can be requested by or granted to the Contractor or any of its subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or special equipment, except as specified in the paragraph in this article dealing with Liquidated Indirect Costs, for delays in the performance and completion of the Work directly caused by the Owner or its authorized representatives. Other than the exception described above, additional costs may only be paid to the Contractor as a result of additional Work added to the Contract scope of work.
- 5. Schedule shall utilize Primavera Project Planner Software and provide the following:
  - a. Initial Baseline Schedule Submittal. The Near Term schedule submittal (activities for first 90 days) shall be submitted prior to the NTP. The overall project schedule submittal (all activities required for the entire contract) shall be submitted within 45 calendar days after NTP. Submit a hard copy of the Near Term and overall project schedules with detailed predecessor and successor analysis, and cost
  - b. Monthly Update Submittals. It may use the Near Term schedule to fulfill the scheduling requirements of the Contract for the initial monthly update. Starting at the second monthly update and continuing for the remainder of the Project, the overall project schedule shall be used to fulfill the scheduling requirements of the Contract.
  - c. Baseline Schedule Submittal. The overall project schedule shall be in the form of a time scaled precedence diagram and associated computer analysis and shall consist of detailed activities and their restraining relationships as required to complete the project from Notice to Proceed through completion of the Work and shall indicate the following:
    - 1. Beginning and end date duration in work days for each activity.
    - 2. Beginning and end date and total duration in work days for each Area or portion thereof.
    - 3. Significant milestones



4. Identity of each trade, contractor, and subcontractor for each work activity.
  5. Specific location of each work activity per the Architect/Engineers phasing drawings or alternative location drawings
  6. Sequence and interdependence of all activities required for complete performance of all items of work under the contract.
  7. All network restraints (restraining ties between activities which restrict the start or finish of another activity). The use of negative lags in the restrictions between activities of the Overall Project Schedule is expressly forbidden.
  8. Shop drawing submittals and reviews by the Architect/Engineer.
  9. Fabrication and delivery activities for all equipment
  10. Dates for ordering long lead items (materials, equipment, or specialty shop fabricated work).
  11. Notice to tenant(s) prior to start of work in occupied or used tenant spaces.
  12. Work days per week, and holidays
  13. The precedence diagram shall show the sequence and interdependence of all activities required for complete performance of all items of work under this contract, including shop drawing submittals and approvals and fabrication and delivery activities.
  14. Long-term construction activities shall be broken down into recognizable smaller activities so that no activity will be longer than 15 workdays.
  15. MDAD reserves the right to selectively limit the number of activities in the schedule.
  16. The schedule shall be sufficiently detailed to track the progress of each activity and the project, as a whole, on a daily basis. The activities shall be clearly described so that the work is readily identifiable. The progress of each activity is to be reasonable and based on the amount of labor, materials, and equipment involved. When added together, the dollar value of all activities shall equal the Contract amount less the Allowance Account(s).
6. As part of the monthly updating process, the Contractor shall prepare a construction progress report describing the physical progress during the report period, plans for the forthcoming report period, actions to correct any negative float predictions, and potential delays and problems and their estimated impact on performance and the overall project completion date.
- a. Clearly describe all approved revisions to the accepted overall project schedule for that period.
  - b. Report actual progress by updating the mathematical analysis for the accepted overall project schedule.
  - c. Show tasks/activities, or portions of activities completed during the reporting period, and their actual value.
  - d. State the percentage of work actually completed as of the report date, and the progress along the critical path in terms of days ahead of or days behind the allowable dates.
  - e. Report progress along other paths with negative float if the work is behind schedule.
  - f. Include a narrative report that shows, but is not necessarily limited to:
  - g. Description of the problem areas, current and anticipated.
  - h. List of delaying factors and their impact.

- i. Explanation of corrective actions taken or proposed.
- j. Describe plans/actions for the next report period.

C. Extensions of Time and Classification of Types of Delays

1. Once a delay has been identified and it has been established through a scheduling analysis that a delay affects the Project's end date or contractually mandated milestone date, the delay must be classified to determine responsibility and to compute damages, if any. Before the Contractor can submit a request for time extension, claim or any request for additional compensation involving or related to time, the Contractor must classify the delay(s) in accordance with the following classifications. These delay classifications shall be used by the Owner and the Contractor in resolving any time-related disputes. Delays fall into three basic categories: non-excusable, excusable, and compensable.
  - a. Non-excusable delays are those delays to the critical path which were foreseeable at the time of contract award or delays caused by the Contractor due to the Contractor's fault or negligence or his/her own inefficiencies or problems, due to his/her inability to coordinate subcontractors and/or other flaws in his/her planning. In these types of delays, the Contractor is not entitled to extra time or compensation and the Owner may be allowed to assess Liquidated Damages or actual damages, depending on the contract provisions.
  - b. Excusable delays are those delays to the critical path beyond the Contractor's control, such as extreme weather, force majeure, strikes and delays caused by third parties (i.e., not the Contractor or the Owner). Contractors are granted a time extension but no additional compensation for the extended time of performance for excusable delays.
  - c. Compensable delays are delays to the critical path caused by active interference or participation of the Owner or Owner's consultant. Examples of compensable delays are failure of the Owner to provide right of-way, introducing late design changes, late review of shop drawings by the Owner or his Architect/Engineer and failure of the Owner to coordinate the work of various prime Contractors. In the case of a compensable delay, the compensation for the extended period of performance may cover, Liquidated Indirect Costs as specified in the Contract Documents.
  - d. Concurrent delays involve two or more delays, at least one of which is not a compensable delay, to the critical path occurring at the same time, either of which had it occurred alone, would have affected the end date of the Project. In that event, the Contractor's sole remedy is a time extension and relief of Liquidated Damages with no compensation for extended cost for the concurrency delay period.
  - e. The compensability of concurrent delays depends on the types of delays involved. The following shall determine the effects of concurrent delays on time extensions and compensable costs:
    - 1) EXCUSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE DELAY. For excusable delays concurrent with non-excusable delays, the Contractor is entitled to a time extension only. For example, it rains the day

footings are to be excavated (excusable delay) but the excavation equipment was down for repairs (non-excusable delays).

- 2) NON-EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For non-excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, if the Owner introduces a design change for a beam but the Contractor has failed to submit the shop drawings for said beam in a timely manner. This would be an example of a non-excusable delay (late shop drawings) concurrent with a compensable delay (Owner introducing design change).
- 3) EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, the Owner does not provide the necessary right-of-way to begin construction (compensable delay), but the Contractor's forces are on strike (excusable delay).

2. Time Extensions: The Contractor may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the delay in completion of the Work, arising from acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, labor disputes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has given to the Architect/Engineer immediate verbal notification, with written confirmation within 48 hours of start, of the cause or causes of delay. Within fourteen (14) days after the end of the delay, the Contractor shall furnish the Architect/Engineer with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay. All requests for extension of time shall be submitted in accordance with the Contract Documents. Failure to submit such information will be sufficient cause for denying the delay claims. Irrespective of entitlement. The Owner will ascertain the facts and the extent of the delay and its findings thereon will be final and conclusive subject to the dispute provisions in the Contract Documents. The extensions of time granted for these reasons shall be considered excusable and shall not be the basis for any additional compensation.
  - a. Weather more severe than the norm shall apply only as it affects particular portions of the work and operations of the contractor, as determined by the Architect/Engineer. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina, and published by the National Oceanic and Atmospheric Administration (this data is taken from the table of normals, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day shall be considered to be a rain day if the rain actually prevented the Contractor from performing work in activities indicated in the project critical path. The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.

- b. An extension of time will not be granted for a delay to the critical path caused by a shortage of materials, except Owner furnished- materials, unless the Contractor furnishes to the Architect/Engineer documentary proof that he has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the Architect/Engineer that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.
3. Delays Caused by the Owner: If the Contractor's performance of the Work along the critical path is delayed by any condition or action directly caused by the Owner, and which was not foreseeable by the Contractor at the time the Contract was entered into, the Contractor shall, provide notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. The Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. In instances where the Owner causes a delay which is responsible for extending the Contract beyond the completion date, the Contractor may claim Liquidated Indirect Costs as specified in the paragraph in this article dealing with Liquidated Indirect Costs. These delays shall be considered compensable, except for the period in which these delays may be concurrent with Contractor-caused delays. If a delay on the part of the Owner is concurrent, that is, if it occurs at the same time as a Contractor-caused delay, the Owner-caused delay shall be considered an excusable delay for the portion of the Owner-caused delay which is concurrent with the Contractor-caused delay.
4. Delays Beyond Contractor's Control Not Caused by the Owner: If Contractor's performance of the Work along the critical path is delayed by any conditions beyond the control and without the fault or negligence of Contractor and not caused by the Owner, and which was not foreseeable by Contractor at the time this Contract was entered into, Contractor shall, provide immediate verbal notification with written notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. Within two (2) calendars days of the termination of any such delay, Contractor shall file a written notice with the Architect/Engineer specifying the actual duration of the delay. If the Owner determines that the delay was beyond the control and without the fault or negligence of the Contractor and not foreseeable by the Contractor at the time this Contract was entered into, the Owner will determine the duration of the delay and may extend the time of performance of this Contract provided, however, that Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. These delays shall be considered excusable, and the Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of the delays contemplated by this paragraph and extension of time shall constitute Contractor's sole remedy for such delays.

5. In addition to the delays in the Work specified in this section, delays in the Work directly caused by an act or omission by a lessee of the Owner or an owner of an adjoining property will not be considered an Owner-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, lessee, or other organization who either owns or occupies, or both, structures or parcels or both, immediately adjacent to the Work Site. Extension of time for those delays will be considered excusable and shall be treated as specified in this article, provided that:
  - a. The Contractor has, in accordance with this article, given to the Architect/Engineer immediate verbal justification, with written confirmation within 48 hours of the delay; and
  - b. The Contractor establishes, to the satisfaction of the Architect/Engineer, that:
    - 1) The delay was caused directly by an act or omission by the owner of the adjoining property; and
    - 2) The Contractor has taken reasonable precautions and has made substantial effort to minimize the delay.
6. A Change Order will be furnished to the Contractor within a reasonable period of time, after approval by the BCC, of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, only the BCC shall grant final written approval of all Change Orders, including additional money or extensions of time. All change orders shall be in full accord with the Contract Documents.
7. For the proper format to be used in submitting requests or claims for time extensions, refer to Section 11 of the Contract Documents.

D. Substantial Completion, Final Completion and Final Acceptance

1. The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved:
  - a. All Work must be completed to the satisfaction of the appropriate permitting agencies having jurisdiction over the Work. The Contractor must furnish the Owner with a "Certificate of Occupancy" or a "Certificate of Completion," as applicable, from the permitting agency unless circumstances arise outside the contract scope that prohibits such certificates from being issued (i.e., utility connections).
  - b. All operational systems which may include but not be limited to: electrical systems, security systems, irrigation systems and fire systems, must be completed in accordance with the Contract Documents, tested and approved.
  - c. All plumbing, heating, ventilation, and air conditioning systems must be completed, tested and approved. Whenever the scope of work includes a facility or building, an HVAC test and balance report must be submitted and approved as a condition precedent to Substantial Completion.
  - d. The punch list may not be so extensive or of a nature that the Contractor's completion will significantly interfere with the Owner's beneficial use of the facility.

2. When the Contractor believes that all the Work or designated portion thereof required by the contract is substantially completed, the Contractor shall submit to the Field Representative and the Architect/Engineer a request for Substantial Completion inspection. The Contractor, the Field Representative, the Architect/Engineer, sub-consultants, and the Owner shall meet at the Project site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or Work to be corrected shall be noted on a Punch List. If the Field Representative and/or the Architect/Engineer and the Owner indicate on this inspection report that the Work is substantially complete, a Certificate of Substantial Completion will be issued to the Contractor. The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall have attached the Punch List reflecting any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and shall state the date by which the Punch List is to be completed. The completion time for the Punch List shall not be greater than 60 days from the date of issuance of the Certificate of Substantial Completion.
3. If any of the conditions listed in this article are not met and the Work has not been completed, or the Contractor determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Substantial Completion shall not be issued. The Contractor shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Contractor.
4. In the event the Contractor fails to achieve Substantial Completion within the period specified in the Contract for completion, the Contractor shall be liable for Liquidated Damages and the Owner has, as its option, the right to, after 10 calendar day-notice to the Contractor, have the work performed by others and back charge the Contractor for all Direct and Indirect Costs related to performing this work. In the event that the Owner chooses to have the work completed by others, there shall not be any further non-excusable delays charged to the Contractor beyond the 10 days following notice to the Contractor. However, the Contractor shall not be relieved of any non-excusable delays incurred through the date of termination. The Punch List and the Contract shall remain open until all the Work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any back charges, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any back charge, the Owner will bill the Contractor for the balance and the Contractor shall promptly remit to the Owner an amount equal to the billing.
5. Final Completion: When the Owner or Architect/Engineer considers all Work indicated on the Punch List to be complete, the Contractor shall submit written certification that:
  - a. Work has been inspected for the compliance with the Contract Documents.
  - b. Work has been completed in accordance with the Contract Documents, and that deficiencies listed within the Certificate of Substantial Completion and its attachments have been corrected.
  - c. Work is completed and ready for Final Inspection.
6. Should the Owner and/or Architect/Engineer inspection find that Work is incomplete, he will promptly notify the Contractor in writing listing all observed deficiencies. The Contractor shall be responsible for all Direct and Indirect Costs to the County resulting

from the Contractor's failure to complete the Punch List items within the time allowed for completion.

7. The Contractor shall remedy deficiencies and send a second certification. Another inspection will be made that shall constitute the final inspection. Provided that work has been satisfactorily completed, the Architect/Engineer will notify the Contractor in writing of Final Acceptance as of the date of this final inspection.
8. Prior to Final Acceptance, the Contractor shall deliver to the Field Representative complete Project Record drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.
9. Upon notification of Final Acceptance to the Contractor, the Architect/Engineer will request and consider closeout submittals from the Contractor including but not limited to the final Contractor's Affidavit and Release of All Claims.
10. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.
11. Re-Inspection Fees: Should the status of completion of the Work require re-inspection of the Work by the Owner and the Architect/Engineer due to failure of the Work to comply with the Contractor's representations regarding the completion of the Work, the Owner will deduct from the final payment to the Contractor, fees and costs associated with re-inspection services in addition to scheduled Liquidated Damages.

E. Use and Possession

The Owner shall have the right to beneficially occupy, take possession of or use any completed or partially completed portions of the Work. Such possession or use will not be deemed an acceptance of work not completed in accordance with the Contract. While the Owner is in such possession, the Contractor, notwithstanding the provisions of the Contract Documents, will be relieved of the responsibility for loss or damage to the portion of the Work occupied by the Owner, other than that resulting from the Contractor's fault or negligence or breach of warranty. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, a Contract change in the Contract price or the time of completion will be made and the Contract will be modified in writing accordingly.

F. Liquidated Damages and Liquidated Indirect Costs

1. The parties to the Contract agree that time, in the completion of the Work, is of the essence. The Owner and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Contractor shall be assessed Liquidated Damages on a daily basis for each Day that individual milestones, both interim and cumulative as specified in the Contract Documents, are not timely achieved or that Contract Time is exceeded due to a non-excusable delay. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to the Owner for expenses which are difficult to quantify with any certainty and which were incurred by the Owner due to the delay. The amount of Liquidated Damages assessed shall be an amount, as

stipulated in the Contract Documents, per day for each calendar day beyond the contractual completion date, as specified in the Contract.

2. The Owner and the Contractor recognize and agree that the precise amount of the Contractor's Indirect Costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract, and that proof of the precise amount will be difficult. Therefore, Liquidated Indirect Costs recoverable by the Contractor, shall be assessed on a daily basis for each Day the Contract Time is delayed due to compensable delay. These Liquidated Indirect Costs shall be paid to the Contractor in full satisfaction of all costs and damages caused by compensable excusable delays, except for Direct Costs. There shall be no Liquidated Indirect Costs payable for time directly related to Extra Work for which a Change Order has been issued.
3. The amount of Liquidated Indirect Costs recoverable shall be an amount, as stipulated in the Contract Documents per day for each day the Contract is delayed due to compensable excusable delay. For lump sum contracts except where the Contract documents specify Liquidated Indirect Costs, the daily amount of Liquidated Indirect Costs will be calculated by dividing the total amount in the Contractor's approved Schedule of Values for General Requirements by the Contract duration (in days) after deducting any general conditions costs directly paid by the Owner during the execution of the Project. The amount of the Liquidated Indirect Costs calculated in accordance with this formula shall be stated in the Notice-to-Proceed. For unit price contracts, the daily amount of Liquidated Indirect Costs will be calculated as defined in the formula below:

$$\frac{(\text{Amount of Bid} \times 8\%) \text{ less any General Requirements items paid independently/individually}}{\text{Original Contract Duration (In Days)}}$$

4. In the event the Contractor fails to perform any other covenant or condition (other than time-related) of this Contract relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor. The Owner reserves the right to retain these amounts from monies due the Contractor.
5. Nothing in this article shall be construed as limiting the right of the Owner to terminate the Contract and/or to require the Surety to complete said Project and/or to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.
6. Consequential Damages: This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Notwithstanding anything whatsoever contained in this Agreement to the contrary, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing.



END OF ARTICLE

## 9. PROGRESS PAYMENTS

### A. Payments

1. The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.
2. The Owner will make progress payments monthly as the work proceeds. Unless the Special Provisions provide for the payment to be determined by using a cost-loaded CPM, the Contractor shall, within 15 days after Notice-to-Proceed, furnish a Schedule of Values for review and approval by the Owner consisting of a detailed cost breakdown of each lump sum bid item in the bid form in such detail as the Architect/Engineer shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. The Schedule of Values shall clearly indicate the amount to be paid by the Contractor to each individual Section. Unit price bid items shall be paid for in accordance with the Bid Form. No partial payment will be processed without a current approved Near Term and Overall Progress Schedule and an approved Schedule of Values.
3. In making such progress payments, five percent (5%) of the estimated amount shall be retained from each progress payment made to the Contractor until completion of the work has been established.
4. Material and work covered by progress payments shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the Owner to require the fulfillment of the terms of the Contract.
5. Progress payments will be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735.
  - a. The Contractor's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, material-men and suppliers. The contractor shall remit payment due to subcontractors within 10 days after the contractors' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.
  - b. The Contractor's attention is further directed to Miami Dade County Code Section 2-8.1.4 , Section 2-8.1.1.1.1 and Section 2-8.1.1.1.2 , providing for prompt payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms

of the County contract or Public Health Trust contract and debarment procedures of the County.

6. No progress payments will knowingly be made for work not in accordance with this Contract, but payment of a requisition shall not constitute acceptance of non-conforming work or otherwise constitute a waiver of any of the Owner's rights under the Contract
7. Applications for progress payments shall be in the format as prescribed by the Owner. These applications shall be supported by evidence, which is required by this article. Each application for payment shall clearly indicate the amount to be paid to the Contractor. The Contractor shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. Those items on the progress payment application that, in accordance with the applicable sections of the Contract Documents, compensate for Force Account Work, for materials not yet incorporated in the work, or for work under change orders negotiated on a cost-reimbursable basis will, under procedures of the Owner, be subject to the Owner's audit review of the Contractor's records supporting the payment application. Audits will be performed so as not to interfere with timely processing of applications for payment. If audit indicates the Contractor has been overpaid under a previous payment application, that overpayment will be credited against current progress payment applications. For a period of five years from Final Acceptance of the Contract, the Contractor shall maintain and make available for audit inspection and copying by the Owner, State and the Government and their authorized representatives, all records subject to audit review.
8. The Architect/Engineer of Record shall review Project Record Documents with applications for payment and shall certify that Project Record Documents are being maintained. The Contractor shall submit approved updated project schedule with application for payment.
9. The Owner, at its discretion, may authorize payment for materials not yet incorporated into the Work, whether or not delivered to the Work Site. The value of materials on hand but not incorporated into the Work will be determined by the Field Representative, based on actual invoice costs to the Contractor, and such value will be included in a monthly application for payment only if the materials have been properly stored on the Site, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable locations on Site or in bonded warehouses that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:
  - a. The material has been stored and stockpiled in a manner acceptable to the Field Representative at or on the Work site or in a secure storage facility within Miami-Dade County or other location as approved by the Architect/Engineer. If such materials are stored outside Miami-Dade County, the Contractor shall accept responsibility for and pay all personal and property taxes that may be levied against the Owner by any state or subdivision thereof on account of such storage of such material. The Owner will permit the Contractor, at his own expense, to contest the validity of any such tax levied against the Owner and in the event of

any judgment or decree of a court against the Owner, the Contractor agrees to pay same.

- b. The Contractor has furnished the Field Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Field Representative with satisfactory evidence that the materials and transportation costs have been paid including but not limited to certified bills of sale for such materials and insurance certificates or other instruments, in writing, and in a form as required by the Owner. The Architect/Engineer may allow only such portion of the amount represented by these bills as, in his opinion, is consistent with the reasonable cost of such materials.
- d. The Contractor has furnished the Owner legal title (free of debts, claims, liens, mortgages, taxes or encumbrances of any kind) to the material so stored and stockpiled and subject only to the Owner's payment for the materials as reflected in the application for payment. All such materials so accepted shall become the property of the Owner. The Contractor at his own expense shall mark such material as the property of the Owner and shall take such other steps, if any, the Owner may require or regard as necessary to vest title in the Owner to such material.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work. The cost of the material included in an application for payment which may subsequently become lost, damaged or unsatisfactory shall be deducted from succeeding applications for payment irrespective of the cause and whether or not due to the negligence, carelessness or fault of the Owner.
- f. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents and does not waive Owner's right to reject defective material when it is delivered to the Site until such material is delivered to the Site and satisfactorily incorporated into the work.
- g. In no case will the amount in an application for payment for material on hand exceed the Contract price for such material, the Contract price for the Contract item in which the material is intended to be used or the value for such material established in the approved Schedule of Values. Payment for material furnished and delivered as indicated above will be based on 100 percent of the cost to the Contractor and retention will be withheld as specified in the Contract Documents. In any event, partial payments for materials on hand will not exceed 70 percent of the item's Bid Price, including taxes and shipping, or the agreed amount within the Schedule of Values.
- h. No partial payment will be made for stored or stockpiled living or perishable plant materials.
- i. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.

- j. Materials may be subject to being purchased by the Owner directly under the County's "Direct Material Purchase Program" and installed by the Contractor, as applicable, in accordance with the Special Provisions.
10. Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:
    - a. The General Requirements Lump Sum amount, including cost for bonds and insurance, shall be paid in proportion to the total percent of completion. The Owner will consider requests for payment for bonds and insurance under the General Requirements after receipt of certified invoices from the Contractor showing that the Contractor has paid them.
    - b. The Owner reserves its right to withhold payment for General Requirements, in whole or in part, at the Owner's sole discretion, in accordance with Paragraph 11 below.
  11. If any claim is filed against the project for labor, materials, supplies or equipment which the Owner has determined to have been incorporated on the site and the Contractor has not paid for, the Owner will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this article or under other provisions of the Contract, an amount equal to such amounts claimed.
  12. In addition to the provisions of this article and other relevant sections of the Contract Documents, payment may also be withheld proportionately for the following reasons:
    - a. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
    - b. Reasonable indication that the Work will not be completed within the Contract Time,
    - c. Damage to another Contractor,
    - d. Unsatisfactory prosecution of the Work by the Contractor,
    - e. Failure of the Contractor, or his subcontractors, to pay wage rates, when applicable as required by the Contract.
    - f. In the event the Surety on the Performance and Payment Bond provided by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. In this case, payment will continue when the Contractor provides a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.
    - g. If any work or material is discovered which, in the opinion of either the Architect/Engineer or the Field Representative, is defective, or should a reasonable doubt arise on the part of either the Architect/Engineer or the Field Representative as to the integrity of any part of the work completed previous to the final acceptance and payment. In this case, there will be deducted from the first application for payment subsequent to the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent applications for payment until the defects have been remedied or the causes for doubt removed.

13. The Contractor shall submit with each monthly invoice, or as otherwise directed by the County, certified payroll forms for all the Contractor's employees on the job, as well as for all subcontractors regardless of tier in accordance with applicable Responsible Wages and Benefits in accordance with Miami-Dade County Code Section 2-11.16). Failure to provide this information will cause the Contracting Officer, Field Representative, and/or Architect/Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the required information.
14. Failure to comply with the insurance requirements listed in the Contract Documents may result in the Owner's withholding or delaying payment to the Contractor.
15. In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

#### B. Taxes

1. Except as may be otherwise provided for in the Contract Documents, the price or prices bid for the Work shall include full compensation for all federal, state, local and foreign taxes, fees and duties that the Contractor is or may be required to pay and the Contractor shall be responsible for the payment thereof during the prosecution of the work.
2. The Contractor's attention is directed to the fact that materials and supplies necessary for the completion of this Contract are subject to the Florida Sales and Use Tax, in accordance with Section 212.08, Florida Statutes, as amended. The Contractor shall not collect taxes upon making delivery to the Owner.
3. The Owner, at its sole discretion, upon request of the Contractor and where appropriate, may furnish to the Contractor appropriate evidence to establish exemption from any taxes, fees or duties which may be applicable to the agreement and from which the Owner is exempt.

#### C. Payments to Subcontractors and Suppliers

1. The Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and in accordance with Miami-Dade County Code Section 10-33.02 and Florida Statute s. 218.735.
2. Before the Contractor can receive any payment, except the first payment, for monies due him as a result of a percentage of the work completed, he must provide the Architect/Engineer with duly executed release of claim from all subcontractors and suppliers who have performed any work or supplied any material on the project as of the date, stating that said subcontractors or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition using the form provided in the Contract Documents identifying the subcontractors and the amounts for which the Statement of Satisfaction cannot be furnished.

3. The Contractor's failure to provide a Consent of Surety to Requisition Payment will result in the amount in dispute being withheld until (1) the Statement of Satisfaction is furnished, or (2) Consent of Surety to Requisition Payment is furnished. The subcontractor(s) shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with applicable Provisions. Failure to provide this information will cause the Architect/Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the information.

D. Contract Prices - Bid Form

Payment for the various Bid Items listed in the Bid Form shall constitute full compensation for furnishing plant, labor, equipment, appliances and materials and for performing operations required to complete the Work in conformity with the Contract Documents. All costs for work shown or indicated by the Contract Documents, although not specifically provided for by a Bid Item in the Bid Form, shall be included in the most appropriate Bid Item price for the items listed. Except for the relief provided by the applicable section of the Contract Documents governing Differing Site Conditions, the Contractor will not be entitled to additional compensation for providing an activity or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific Bid Item or indicated in the Contract Documents.

E. Final Payment

1. After the Work has been accepted by the Owner, subject to the provisions of the Contract Documents, a final payment will be made as follows:
  - a. Prior to Final Acceptance of the Work, the Contractor shall prepare and submit a proposed final application for payment to the Architect/Engineer showing the proposed total amount due the Contractor, segregated as to Bid Item quantities, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.
  - b. The Owner will review the Contractor's proposed final application for payment and necessary changes, or corrections will be forwarded to the Contractor. Within 10 days thereafter, the Contractor shall submit a final application for payment incorporating changes or corrections made by the Architect/Engineer together with additional claims resulting therefrom. Upon approval by the Owner, the corrected proposed final application for payment will become the approved final application for payment.
  - c. If the Contractor files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the Architect/Engineer and the Owner, and agreements are reached on all questions regarding the final application for payment, the Owner, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment.

- d. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.
  - e. The release from the Contractor will be from any claims arising from the Work under the Contract. If the Contractor's claim to amounts payable under the Contract has been authorized by the Owner for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.
  - f. Final payment will be made within 30 days after approval of the final notice and resolution of Contractor's claims, or 30 days after Final Acceptance of the Work by the Owner, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the Owner shall make payment of sums not in dispute without prejudice to the rights of either the Owner or the Contractor in connection with any disputed items.
  - g. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.
  - h. Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid therefore.
2. With the final application for payment, the Contractor shall return and submit final releases of claim from himself, from each subcontractor of record and from other subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from subcontractors and suppliers shall be final, originals, notarized and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to the Owner all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of subcontractors and suppliers who refuse to execute final releases.
  3. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
    - a. Faulty or defective Work appearing after Final Completion;
    - b. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;
    - c. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
    - d. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
    - e. The enforcement of the terms of the Payment and Performance Bonds against the Surety;



- f. Terms of all warranties/guarantees required by the Contract Documents.
- 4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

END OF ARTICLE

## 10. CHANGES

### A. Changes

1. The Owner reserves the right to, at any time, without notice to the sureties and without invalidating the Contract, by written notice or order designated as a Change Notice or Change Order, make any change in the Work within the general scope of the Contract including but not limited to changes:
  - a. In the Contract Documents;
  - b. In the method or manner of performance of the Work;
  - c. In Owner-furnished facilities, equipment, materials, services, or site or;
  - d. Directing acceleration in performance of the Work.
2. In the event the Owner exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.
3. Changes in the work may be initiated by the issuance of a Change Notice by the Architect/Engineer. The Contractor shall submit a proposal to the Architect/Engineer and the Owner for their review, in accordance with the Contract Documents, within fifteen calendar days after receipt of a Change Notice. The Contractor shall maintain this proposal, for acceptance by the Owner, for a minimum of 90 calendar days after submittal. The cost or credit to the Owner for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.
4. In the event the Contractor fails to provide the full cost and time estimate for the change work or refuses to execute a full accord Change Order, the Owner will, at its sole discretion, 1) determine the total cost and time impacts of the change and compensate the Contractor and/or extend the Contract Time, if applicable, through a unilateral Change Order signed only by the Owner; or 2) direct the Contractor to proceed with the Work under the Force Account provisions of this article. Failure of the Contractor to submit his total and final estimated cost and time impact within the time period specified on the Change Notice form shall constitute a waiver by the Contractor to claim additional costs or time beyond that which has been determined by the Owner. Any disputes arising out of an Owner determination shall be resolved in accordance with the disputes provisions in the Contract Documents. Pending the Owner's final decision, the Contractor shall proceed diligently with the performance of the Work under the Contract.
5. Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs and means and methods of execution. To be compensable, units must be measured daily by the Contractor and approved in writing by the Owner or his authorized representative.
6. The following mark-ups on Extra Work shall apply to all changes in the Work performed under this article:
  - a. For Extra Work performed by the Contractor's own forces, the Contractor agrees that his proposed cost to perform said Extra Work will in no event include a rate for overhead in excess of 15 percent.

- b. For Extra Work performed by a subcontractor's forces, the Contractor agrees that his proposed cost to perform said Extra Work will in no event include Overhead in excess of 15 percent. The Contractor may then add five percent (5%) times the subcontractor's or sub-tier subcontractor's actual Direct Cost as direct compensation for the Contractor's Overhead and all other costs associated with the subcontractors Work at all tiers.
7. Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner Decreases to the Contract amount shall be by Change Order or Work Order as determined by the Owner and shall also be subject to BCC approval when the decrease results from a reduction in the scope of the work.
8. A cost of bonds for Change Orders that impact the Contract price shall be established by the Contractor's actual reimbursement costs, as approved by the Owner, based on the original Contract Amount and the original amount reimbursed to the Contractor for bonds at the commencement of the Work. This cost of bonds shall be added to all credit amounts allowed by the Owner. For Change Orders paid under the Allowance Account, no additional bond cost will be allowed unless the Allowance Account is not included in the original Contract Amount. In this case, additional bond costs for these Change Orders will be considered.
9. Any claim for payment of Extra Work that is not covered by a Change Order or Work Order will be rejected by the Owner.

#### B. Allowance Accounts

1. Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)."
  - a. The Allowance Account (Contingency) can be used to reimburse the Contractor for 1) furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions and; 2) for performing construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Values or amounts bid in the Bid Form to conform to actual quantities installed.
  - b. Other Allowance Account(s) (Dedicated) may be used as specified in the Contract Documents to fund specific items of work at the sole discretion of the Owner. These dedicated allowance accounts shall be used only for the purposes approved pursuant to a written Work Order issued by the Owner or his authorized representative.
2. At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Schedule and the Schedule of Values and shall in all respects be integrated into the construction as a part of the Contract as awarded.
3. The Work Order for the required work will be issued by the Owner or Architect/Engineer upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Architect/Engineer and the

Owner. If the Contractor and the Owner are unable to agree upon an amount of compensation or if the nature of the work is such that a Unit Price or Lump Sum price is not economically practical or if the change work is deemed essential to the Project and actual conditions require work to be swiftly conducted to avoid or minimize delays, the Work Order may be issued to perform the work on a Force Account basis. In the event that an equitable adjustment for the said change work cannot be arrived at, either by mutual agreement or under the dispute provisions of the Contract Documents, the compensation hereunder will be the total compensation for this work.

4. No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
5. The unexpended amounts under the allowance accounts shall remain with the Owner and the Contractor shall have no claim to the same.

C. Deletion or Addition of Work

1. In the event the Owner exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered, and the Contract Total Amount and Time may be adjusted as provided for in these Contract Documents by Change Order or by Work Order, as appropriate. The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. In the event of a dispute between Owner and Contractor as to the adjustment to the amount of time, the dispute shall be handled in accordance with these General Conditions.
2. Deleted Work - Lump Sum Bid Item(s): The Contractor shall credit the Owner for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the Architect/Engineer. If the reasonable value of the deleted work cannot be readily ascertained from the Schedule of Values submitted in accordance with these General Conditions, or if requested by the Architect/Engineer, the Contractor shall supply all data required by the Architect/Engineer, including the actual agreements executed by the Contractor with the subcontractors and suppliers affected by the deleted work, to substantiate the amount of the credit to be given the Owner. The Contractor shall also submit for the Owner's approval a revised schedule of values reflecting the work remaining under the Contract following the deletion.
3. No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.
4. In the event the Owner exercises its right to add to any portion of the work contemplated herein, such addition will be ordered, and the Contract Total Amount and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with the Contract Documents.

D. Increased or Decreased Quantities (Unit Prices)

1. This section applies to Owner-initiated additions or deletions from the Work and to the unit prices contained within this contract and controls payments or credits for variations between estimated and actual quantities required to complete the Work, even though the additions or deletions may be distinct or separate structures or activities and regardless of the fact that the addition or deletion is a result of field adjustments, site

conditions, a design change or any other cause. Increases or decreases will be determined by comparing the actual quantity required to the Architect/Engineer's estimated quantity in the Bid Form.

2. If the actual quantity of Bid Item varies from the Architect/Engineer's quantity estimate by 25 percent or less, payment for the Bid Item will be made at the Contract unit price. If the actual quantity varies from the Bid quantity by more than 25 percent, the compensation payable to the Contractor will be the subject of review by the Contractor and the Architect/Engineer and a Contract adjustment will be made by means of a Change Order in accordance with the Contract Documents to credit the Owner with any reduction in unit prices or to compensate the Contractor for any increase in unit price resulting from variations between estimated and actual quantities. The unit price to be re-negotiated shall be only for that quantity above 125 percent or below 75 percent of the original bid quantities.
3. The Contractor shall submit to the Architect/Engineer all data required to substantiate the amount of compensation requested, therefore. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of all the Unit Prices times the original bid quantities of Work reflected in the Bid Form.
4. No compensation will be made in any case for loss of anticipatory profits, loss of bonding capacity or consequential damages.

E. Extra Work

1. Except as otherwise expressly provided above, all additional work ordered, work changed, or work deleted shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified. The Change Order shall include, as a minimum:
  - a. Scope of work to be added, deleted or modified;
  - b. Cost of work to be added, deleted or modified;
  - c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified;
  - d. Full release of claims associated with the Contract through the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the reserved work, and the maximum number of days of Contract time requested, shall be specified.

The Work Order shall include, at a minimum:

- a. Scope of work to be added, deleted or modified;
  - b. Cost of work to be added, deleted or modified;
  - c. The Contract time extension required to perform the work to be added, deleted or modified;
  - d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.
2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price

for the Direct Costs for the performance of such work in accordance with this article. Indirect Costs for Work ordered, changed or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.

- a. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Change Order or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special equipment or machinery, which is made idle or inefficient by the Work ordered, changed or deleted, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.
- b. Costs of special equipment or machinery, not already mobilized on the site, approved by the Architect/Engineer, shall be calculated using the current issue of the Associated Equipment Distributors (AED) Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:
  - 1) Between one (1) day and seven (7) days, use the daily rate.
  - 2) Between seven (7) days and 30 days, use the weekly rate.
  - 3) Greater than 30 days, use the monthly rate.
- c. For less than one (1) day hourly rates, use the daily rate divided by eight (8).
- d. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by 40, or the monthly rate divided by 176 as appropriate.
- e. Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by 176, per hour that the Special Equipment and Machinery is in use on the work plus any required re-mobilization.
- f. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of 45 days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.
- g. Rental for special equipment and machinery, not already mobilized to the site, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributors' (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the work plus any required mobilization. Payment for special equipment and machinery already mobilized to the site shall not exceed the monthly rate stated in the AED standards divided by 176 to establish a per hour rate that the special equipment and machinery is in use on the Work, plus any required re-mobilization.

- h. For indirect costs, the Contractor shall be allowed a percentage mark-up as set forth in Paragraph G. 2 below.

F. Differing Site Conditions

1. The Contractor shall immediately, and before such conditions are disturbed, notify the Architect/Engineer in writing of: 1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or 2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
2. The Architect/Engineer will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, a Contract change may be made, and the Contract modified in writing in accordance with the Contract Documents.
3. No claim of the Contractor under this article will be allowed unless the Contractor has given the notice required in the Contract Documents.
4. No claim by the Contractor for a Contract change hereunder will be allowed if asserted after final payment under this Contract.
5. If the Owner is not given written notice prior to the conditions being disturbed, the Contractor will be deemed to have waived his right to assert a claim for additional time and compensation arising out of such changed conditions.

G. Force Account

1. If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the Extra Work will be performed on a Force Account basis as directed by the Architect/Engineer and paid for as specified below.
2. The following percentages will be allowed as mark-ups over Direct Costs for all negotiated adjustments to the Contract Amount or for work performed on either a negotiated lump sum basis or a Force Account basis:
  - a. Extra Work Performed directly by Contractor's Own Forces: The Contractor may add up to a maximum fifteen percent (15%) mark-up on the actual Direct Cost of the Extra Work, subject to review and approval by the MDAD Project Manager, as direct compensation for Overhead. A 10% mark-up will be added to all negotiated credit amounts for deleted work not performed to cover Overhead.
  - b. Extra Work Performed by a Subcontractor or any Sub-tier Subcontractor: The Subcontractor may add up to a maximum fifteen percent (15%) mark-up on the actual Direct Cost of the Extra Work as direct compensation for Overhead. The Contractor may add a five percent (5%) mark-up on the Subcontractor's actual Direct Cost as Contractor's Overhead. A 10% additional credit will be added to all Subcontractor negotiated credit amounts for deleted work not performed to cover quality control, supervision, coordination, overhead, small tools and incidentals.
3. In the event Extra Work is performed on a Force Account basis, then the Contractor and the subcontractor(s), as appropriate, shall maintain itemized daily records of costs,

quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the Architect/Engineer daily for approval, subject to audit.

- a. Comparison of Record: The Contractor, including its subcontractor(s) of any tier performing the work, and the Architect/Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the subcontractor performing the work, and the Architect/Engineer or their duly authorized representatives.
- b. Statement: No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
  - 1) Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.
  - 2) Designation, dates, daily hours, total hours, rental rate, and extension of each unit of special machinery and equipment.
  - 3) Quantities of materials, prices, and extensions.
  - 4) Transportation of materials.

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

- c. Authorization of Special Equipment and Machinery: No compensation for special equipment or machinery shall be made without written authorization from the Architect/Engineer. The Architect/Engineer shall review and evaluate any special equipment or machinery proposed by the Contractor for use on a force account basis. As part of its evaluation, the Architect/Engineer shall determine whether any of the special equipment or machinery being proposed by the Contractor will be concurrently used on the Project, including approved changes, or on other force account work on the Project. If the Architect/Engineer determines that such a concurrent use of special equipment or machinery is being proposed by the Contractor, prior to the authorization of such special equipment or machinery, the Architect/Engineer and thereto Contractor shall establish a straight-line prorated billing mechanism based on the actual percentage of time that the equipment or machinery is required to be used on the force account work(s). Special equipment or machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this section of the Contract.
- d. Inefficiency in the Prosecution of the Work: If in the Owner's or Architect/Engineer's opinion, the Contractor or any of its subcontractors, in performing Force Account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes Force Account Work unnecessarily more expensive to the Owner, the Owner or Architect/Engineer



may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways, including but not limited to: 1) the timing of the Work, 2) the use of unnecessary labor or equipment, 3) the use of a higher percentage of journeymen than in non-force account Work, 4) the failure to procure materials at lowest price, or 5) using materials of quality higher than necessary.

#### H. Contractor Proposals - General

The Contractor may at any time submit to the Architect/Engineer for his review proposed modifications to the Contract Documents, including but not limited to, changes in the Contract Time and/or Contract Amount, supported by a cost/price proposal. Upon acceptance of the proposed modifications by the Owner, a Work Order or Change Order will be issued. Denial of a proposed modification will neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities. A Contract change in the form of a Contract price reduction will be made if the change results in a reduction of the cost of performance and the Contractor will not be entitled to share in said savings unless the proposal is made in accordance with Paragraph I of this article. Except as provided in Paragraph I below, the Contractor will not be compensated for any direct, incidental or collateral benefits or savings the Owner receives as a result of the proposal.

#### I. Value Engineering Change Proposals

1. The Contractor may submit to the Architect/Engineer one or more cost reduction proposals for changing the Contract requirements. The proposals shall be based upon a sound study made by the Contractor indicating that the proposal:
  - a. Will result in a net reduction in the total Contract amount;
  - b. Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features;
  - c. Will not require an unacceptable extension of the Contract completion time; and
  - d. Will require a change in the Contract Documents and such change is not already under consideration by the Owner.
- 1) The Owner may accept in whole or in part any proposal submitted pursuant to the previous paragraph on Value Engineering Change Proposals by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for a Contract change in the Contract price and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to one Value Engineering Change Proposal per Change Order. Net savings will be determined by deducting from the proposal's estimated gross savings 1) the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and 2) the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and Owner -furnished material. Estimated gross savings will include Contractor's labor, material,

equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purposes of this article, the applicable provisions of the Contract Documents shall be used to determine the equitable adjustment to the Contract price.

- 2) The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to of this article. The decision of the Owner as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights or obligations of either party under the Contract.
  - 3) The Contractor shall have the right to withdraw part or all of any proposal he may make under Paragraph 2 of this article at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing to the Architect/Engineer. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60-day period he will be liable for the cost incurred by the Owner in reviewing the proposal.
  - 4) The Contractor shall specifically identify any proposals under Paragraph 2 of this article with the heading "Value Engineering Change Proposal," or the proposal will be considered as made under Paragraph 1 of this article.
2. The Contractor, in connection with each proposal for a Contract Change Notice under this article, shall furnish the following information:
- a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;
  - b. An analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);
  - c. A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Contractor;
  - d. A prediction of any effects the proposed change would have on collateral costs to the Owner such as government-furnished property costs, costs of related items, and costs of maintenance and operation;
  - e. A statement of the time by which a Contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule; and
  - f. Identification of any previous submission of the Value Engineering Change Proposal to the Owner, including the dates submitted, the numbers of the contracts involved, and the previous actions by the Owner.

3. The Contractor waives any and all claims relating to any delay that may arise out of a Value Engineering Change Proposal.

## J. SUBSTITUTIONS

### REQUEST FOR SUBSTITUTIONS

- 1) No substitution requests will be accepted after the bid request period.
- 2) Acceptance on another project, by the Owner, of a product other than that specified for this project does not constitute evidence of its equality with the product specified, nor its suitability for this project.
- 3) For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer, together with catalog designation or other identifying information. When Contract Documents specifically disallow substitution, the specified product shall be provided. Alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed **ONLY DURING THE BIDDING PERIOD**.
- 4) When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Architect/Engineer. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission **DURING THE BIDDING PERIOD** from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Architect/Engineer may direct, at no additional cost to the Owner. No change will be made to the Contract price(s) nor in Contract Time as a result of authorizing a change in methods or equipment under this Article.
- 5) During bidding period, no request for substitution will be considered unless accompanied by complete information and descriptive data necessary to determine the quality of the proposed materials, articles or equipment. Samples shall be provided when requested by the Architect/Engineer. The burden of proof as to the comparative quality or suitability of the proposed materials, articles or equipment shall be upon the Contractor. The Architect/Engineer's and the Owner's decision in such matters shall be final. In the event that the Architect/Engineer rejects the use of such substitute materials, articles or equipment, then one of the particular products designated by brand name shall be provided.
- 6) If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall be shown in the substitution request and such changes shall be made without additional cost to the Owner.

END OF ARTICLE

## 11.CLAIMS AND DISPUTES

### A. Notice of Claims

1. The Contractor shall not be entitled to additional time, compensation, or other relief for any act or failure to act by the Owner, Architect/Engineer, the Owner's Separate Contractors; the happening of any other event or occurrence; or any other cause or circumstances of whatever nature arising out of or relating to the Contract, including the breach thereof, unless he shall have submitted to the Architect/Engineer, with a copy to the Owner, a written Notice of Claim followed by a written Claim as required in this Article B, below.

The Contractor shall provide immediate verbal notification with written Notice of the Claim within two (2) days of the date when Contractor knew or should have known with the exercise of reasonable diligence of the basis for the Notice of Claim. The written Notice of Claim shall set forth the factual basis for the Notice of Claim and the Contractor's estimate of the probable impact on the cost or time of performance caused by the events giving rise to the Notice of Claim. The Notice of Claim shall state in bold type and all caps, **NOTICE OF CLAIM** on the cover. The Contractor's failure to strictly comply with the notice of Claim requirements shall be deemed a waiver and release of all rights in connection with the Claim.

2. It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Architect/Engineer and Owner at the within 2 days of any potential claim in order that additional costs, time, or other issues arising out of events for which the Notice of Claim was provided may be avoided, mitigated, settled, or otherwise resolved quickly and with no or minimal impact to the Contract Sum and Contract Time.
3. The notice requirements of this Article are in addition to and not in lieu of those required in other articles of these Contract Documents. However, to the extent of any conflict, inconsistency, or ambiguity with regard to the notice requirements of this article and the notice requirements in any other articles of these Contract Documents, the notice requirement imposing a greater duty or obligation upon Contractor shall take precedence and govern
4. The Contractor must maintain a cost accounting system as a condition precedent for recovery on any Claim against the Owner. The cost accounting system shall segregate the costs of the work under the Contract (non-Claims-related) from Claims-related and other Contractor costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.
5. If the Owner decides, in its sole discretion, to pay or approved additional time all or part of a Claim for which notice was not timely made, the Owner does not waive the right to enforce the notice requirements in connection with any other Claim or the part of Claim for which the Owner did not elect to pay or approved additional time.

## B. Claim Submission Requirements

1. Claims filed by the Contractor shall be filed in full accordance with this Article no later than 14 calendar days date when Contractor knew or should have known with the exercise of reasonable diligence of the basis for the Claim. The Claim shall be addressed to the Architect/Engineer, with a copy to the Owner, and shall state **CLAIM** bold type and all caps on the cover page. The Claim shall include, without limitation, the detailed factual and contractual basis for the Claim, all documents supporting any additional costs, time, or other relief sought, and all other documents required in other paragraphs of this Article 11.B In the case of continuing or on-going events upon which a Claim is based, the Contractor shall be allowed to periodically amend his Claim to more accurately reflect the impact of said Claim. Except as provided in Article 11.A.6, above, no Claims for additional compensation, time, or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is submitted in strict in accordance with this Article 11.B. Failure to present and process any Claim in accordance with this Article shall be conclusively deemed a waiver, abandonment, and/or relinquishment of any such Claim, it being expressly understood and agreed that the timely presentation of Claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.
2. The Owner, the Architect/Engineer, and others as designated by the Owner will review and evaluate the Contractor's Claim. The Contractor shall furnish, when requested by the Owner, the Architect/Engineer, and others as designed by the Owner, such further information and details as may be required to determine the facts or contentions involved in the Claim. The costs and expenses, including but not limited to legal fees and expenses, incurred by the Contractor for Claim preparation, Change Order negotiations related to the Claim, shall not be reimbursable under this Contract or otherwise.
3. The cost of any work performed by the Contractor prior to receipt of a written Notice-to-Proceed (NTP) from the Owner shall not be the basis for a Claim of any kind from the Contractor nor otherwise recoverable by Contractor against Owner, all such costs being expressly waived by the Contractor.
4. The Contractor's Claim shall segregate all costs associated with each individual cost component including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the Claim. If the Contractor has multiple Claims, the Contractor shall segregate each Claim individually including the respective costs and other documents associated with each Claim. Failure to segregate Claims and their respective costs and other document shall be sufficient grounds for the Owner's rejection of the Claim. "Total Cost" Claims and "Modified Total Cost" Claims shall not be allowable and the Contractor expressly waives the right to seek recovery on any Claim by either of these methods
5. Each Claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be

made under oath by a person duly authorized by the claimant, and shall contain a statement that:

- a. The claim is made in good faith;
  - b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;
  - c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Owner; and
  - d. The certifying person is duly authorized by the claimant to certify the claim.
6. In order to substantiate time-related Claims (delays, disruptions, impacts, etc.), the Contractor shall submit in electronic format, the following information:
- a. Copy of Contractor's Notice of Claim in accordance with this Article. Failure to include the Notice of Claim is sufficient grounds to deny the Claim.
  - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents its original, native electronic format, if the Claim is related to the Contract Time.
  - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question in its original, native electronic format, if the Claim is related to the Contract Time.
  - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.
  - e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
  - f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
  - g. Any loss of efficiency, acceleration, disruption and loss of productivity Claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.
  - h. The Contractor assumes all risk for the following items, none of which shall be the subject of any Claim, and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs: (1) home office expenses or any Direct Costs incurred allocated from the headquarters or other non-project office of the Contractor; (2) loss of anticipated profits on this or any other project, (3)

loss of bonding capacity or capability; (4) losses due to other projects not bid upon; (5) loss of business opportunities; (6) loss of productivity on this or any other project; (7) loss of interest income on funds not paid; (8) costs to prepare, negotiate, or prosecute Claims; (9) costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents), and (10) any other consequential damage.

- i. All non-time-related Claim items for additional compensation for Direct Costs shall be properly, and full documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
  - j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include, without limitation, man-hours by trade, labor rates, material and equipment costs, etc. These costs shall be broken down by pay item and Construction Specification Institute (CSI) Division.
  - k. The documentation for budgeted cost shall, as a minimum, include:
    - 1) Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.
    - 2) Copies of all executed subcontracts.
    - 3) Other related budget documents as requested by the Architect/Engineer.
  - l. The documentation for actual cost shall, as a minimum, include:
    - 1) Time Sheets.
    - 2) Materials invoices
    - 3) Equipment invoices
    - 4) Subcontractors' payments
    - 5) Other related documents as required by the Architect/Engineer.
  - m. The Contractor shall make all his books, employees, work sites and records available to the Owner, the Architect/Engineer, and/or the Owner other designees or representatives for inspection and audit upon written request.
  - n. The Contractor shall not be entitled to any additional costs or other relief from the Owner for loss of anticipated profit(s) from any deleted work or any other work not performed.
7. As indicated above, the Owner, Architect/Engineer, and other Owner designees shall be allowed full and complete access to all personnel, documents, work sites, and other information requested to investigate any Claim. Within sixty (60) days after a Claim has been received and the Contractor has submitted all additional information as may be requested by the Owner, Architect/Engineer, or the Owner's other designees, the Claim shall either be rejected with an explanation as to why it was rejected or acknowledged in whole or in part. Once the Claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the Claim, which settlement shall be included in a



subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized Claim, the Owner may, at its sole discretion, approve a change for the undisputed portion of any cost, time, or other relief sought.

8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains any additional costs, time, or other relief with regard to the Claim shall be construed as a waiver, abandonment, and/or relinquishment of all rights for additional costs, time, or other relief arising out of or relating to Claim(s) for which relief is provided in said Change Order. The specific reservation of rights by Contractor shall include, without limitation, the total amount and time so reserved. However, once the Contractor has properly reserved rights in a Change Order with regard to any Claim, no further reservations of rights shall be required, and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be limited or waived, but not expanded, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all Claims, or portions thereof, which have been denied and all Claims for which rights have been reserved in accordance with this section. Failure to so specify any particular Claim at the time of final payment shall be constructed as a waiver, abandonment, and/or relinquishment of each such Claim.

### C. Disputes

1. The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Owner to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the individual department in the Special Provisions and, if utilized, shall supersede this dispute provision.
  - a. In the event the Contractor and Owner are unable to resolve their differences concerning any determination made by the Architect/Engineer or Owner on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or Owner may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
  - b. For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the OOM. Decisions rendered by the Department Director or OOM designee shall not be binding but shall be admissible in a court of competent jurisdiction.
  - c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and Owner to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written

submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

- d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.
- e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim all of which shall be a criterion in determining the sufficiency and validity of a claim.
- f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims. As indicated previously, the decision of the

Department Director or OOM designee is not binding on the parties but will be admissible in a court of competent jurisdiction.

- g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.
- h. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Architect/Engineer's interpretation. Any presentation or request by the Contractor under this article will be subject to the same requirements for Submittal of Claims in this article.

#### D. Terminations

##### 1. Termination for Convenience

- a. The Owner may at its option and discretion terminate the Contract, in whole or, from time to time in part, at any time without any default on the part of the Contractor by issuing a written Notice of Termination to the Contractor and its Surety, specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective, at least 10 days prior to the effective date of such termination.
- b. In the event of Termination for Convenience, the Owner shall pay the Contractor for all labor performed, all materials and equipment furnished by the Contractor and its subcontractors, materialmen and suppliers and manufacturers of equipment less all partial payments made on account prior to the date of cancellation as determined by the Field Representative and approved by the Architect/Engineer. The Contractor will be paid for:
  - 1) The value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,
  - 2) The value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,
  - 3) The value of all bonafide irrevocable orders for materials and equipment not delivered to the construction site as of the date of cancellation. Such materials and equipment must be delivered to the Owner to a site or location designated by the Department prior to release of payment for such materials and equipment.
  - 4) The values calculated under i., ii., and iii. above shall be as determined by the Field Representative and approved by the Architect/Engineer.
- c. In the event of termination under this article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such termination.

- d. In the event of termination under this article, the Owner does not waive or void any credits otherwise due the Owner at the time of termination, including Liquidated Damages, and back charges for defective or deficient work.
  - e. Upon termination as indicated above, the Field Representative shall prepare a certificate for Final Payment to the Contractor.
2. Termination for Default of Contractor
- a. The Contract may be terminated in whole or, from time to time in part, by the Owner for failure of the Contractor to comply with any requirements of the Contract Documents including but not limited to:
    - 1) Failure to perform the work or failure to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, and the approved Schedule, or
    - 2) Failure to provide the Schedule for the Project by the date due, or
    - 3) Failure to provide adequate shop drawings by the dates indicated in the approved Schedule for the Project, or
    - 4) Failure to replace the superintendent in the time allotted, if required, or
    - 5) Performing the work unsuitably or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or
    - 6) Violating the terms of the Contract or performing work in bad faith, or
    - 7) Discontinuing the prosecution of the work, or
    - 8) Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
    - 9) Abandonment of the Contract, or
    - 10) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or
    - 11) Allowing any final judgment to stand against him unsatisfied for a period of ten (10) days, or
    - 12) Making an assignment for the benefit of creditors, or
    - 13) For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.
  - b. Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the Architect/Engineer or the Field Representative of the conditions which make termination of the Contract imminent (Notice to Cure). The Contract will be terminated by the Owner ten (10) days after said notice has been given to the Contractor and its Surety unless a

satisfactory effort acceptable to the Owner has been made by the Contractor or its Surety to correct the conditions. If the Contractor fails to satisfactorily correct the conditions giving rise to the termination, the Owner may declare the Contract breached and send a written Notice of Termination to the Contractor and its Surety.

- c. The Owner reserves the right, in lieu of termination as set forth in this article, to withhold any payments of money which may be due or become due to the Contractor until the said default(s) have been remedied. In the event of Termination for Default, the Owner also reserves the right, in cases where the damages calculated by the Owner are expected to exceed the amount the Owner anticipated recovering from the Surety, to withhold amounts for work already performed.
- d. In the event the Owner exercises its right to terminate the Contract for default of the Contractor as set forth herein, the Owner shall have the option of finishing the work, through any means available to the Owner, or having the Surety complete the Contract in accordance with its terms and conditions. In case that the Owner decides to have the Surety take over the remaining performance of the Work, the time or delay between Notice of Default and start of work by the Surety is a non-excusable delay. If the Surety fails to act promptly, but no longer than thirty (30) calendar days after the Owner notifies the Surety of the Owner's decision to have the Surety complete the work, or after such takeover fails to prosecute the Work in an expeditious manner, the Owner may exercise any of its other options including completing the Work by whatever means and method it deems advisable. No claims for loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.
- e. Payments for the various Bid Items listed in the Bid Form will constitute full compensation for all expenses incurred in consequence of discontinuance of all or any portion of the Work except as provided in this section of the Contract Documents. In no event will compensation be made for anticipatory profits or consequential damages as a result of a discontinuance of all or any portion of the Work.
- f. The Contractor shall immediately upon receipt communicate any Notice of Termination for Default issued by the Owner to the affected subcontractors and suppliers at any tier.
- g. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this article, it is determined for any reason that the Contractor was not in default under the provisions of this article, or that the Contractor was entitled to an extension of time under the Contract Documents, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the section of this article dealing with Termination for Convenience.

### 3. Termination for National Emergencies

- a. The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President of the

United States with respect to the prosecution of war or in the interest of national defense.

- b. When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits or for any other reason in connection with the termination of the Contract shall be considered.

#### 4. Implementation of Termination

- a. If the Owner cancels or terminates the Contract or any portion thereof, the Contractor shall stop all work on the date and to the extent specified in the Notice of Termination and shall:
  - 1) Cancel all orders and Subcontracts, to the extent that they relate to the performance of the work terminated and which may be terminated without costs;
  - 2) Cancel and settle other orders and Subcontracts, except as may be necessary for completion of such portion of the Work not terminated, where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed, subject to prior approval of the Field Representative;
  - 3) Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner, to the extent it may require, which approval or ratification shall be final for the purposes of this Article;
  - 4) Transfer title and deliver to the Owner, in the manner, at the time, and to the extent, if any, directed by it, in accordance with directions of the Field Representative, all fabricated or unfabricated parts, all materials, supplies, work in progress, completed work, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance of the work and for which the Contractor has been or is to be paid;
  - 5) Assign to the Owner in the manner, at the times and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner will have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 6) Deliver to the Field Representative Project Record Documents, complete as of the date of cancellation or termination, plans, Shop Drawings, sketches, permits, certificates, warranties, guarantees, specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work;

- 7) Perform all work as may be necessary to preserve the work then in progress and to protect materials, plant and equipment on the site or in transit thereto. The Contractor shall also take such action as may be necessary, or as the Architect/Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest;
- 8) Complete performance of each part of the work not terminated by the Notice of Termination;
- 9) Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner, property of the types referred to above; provided, however, that the Contractor a) shall not be required to extend credit to any purchaser, and b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;
- 10) Termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed;
- 11) In arriving at the amount due the Contractor under this article, there will be deducted, (1) any claim which the Owner may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the Owner.

#### 5. Suspension of Work

- a. The Owner reserves the right to temporarily suspend execution of the whole or any part of the Work without compensation to the Contractor.
- b. In case the Contractor is actually and necessarily delayed by any act or omission on the part of the Owner, as determined by the Owner in writing, the time for completion of the Work shall be extended by the amount of the time of such delay as determined by the Owner, and an allowance may be made for actual direct costs, if any, which may have been borne by the Contractor. Such requests for additional time and/or compensation must be made in accordance with the applicable sections of the Contract Documents.
- c. Only the actual delay necessarily resulting from the causes specified in this Article, shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension

for each one of the causes but only one period of extension will be granted for the delay.

- d. In case the Contractor is actually and necessarily delayed in the performance of the Work from one or more of the causes specified in this Article, the extension of time to be granted to the Contractor shall be only for such portion of the Work so delayed. The Contractor shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Work. If the Contractor shall be so delayed as to a portion of the Work, he shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work. No demand by the Contractor that the Owner determine and certify any matter of extension of time for the completion of the Work or any part thereof will be of any effect whatsoever unless the demand be made in writing at least 30 days before the completion date of the Work or any part thereof for which Liquidated Damages are established when meeting those dates is claimed to have been delayed by a suspension under this Article. Owner's determination as to any matter of extension of time for completion of the Work or any part thereof shall be binding and conclusive upon the Contractor.
- e. Permitting the Contractor to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such periods shall not operate as a waiver on the part of the Owner of any rights under this contract.
- f. The Contractor shall insert in each subcontract a provision that the subcontractor shall comply immediately with a written order of the Owner to the Contractor to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.

END OF ARTICLE



## 12. MISCELLANEOUS PROVISIONS

### A. Third-Party Beneficiary

No contractual relationship will be recognized under the Contract other than the contractual relationship between the Owner and the Contractor. There shall be no third party beneficiary to this Contract.

### B. Venue

Any litigation which may arise out of this Contract shall be commenced either in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida.

### C. Governing Laws

1. The Contractor shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, and Miami-Dade County including, but not limited to, the Florida Building Code.
2. The Contractor(s) shall comply with all applicable laws including, but not limited to, the Small Business Enterprise (SBE) programs (including, without limitation, SBE-Construction, SBE-Architectural and Engineering, and SBE-Goods, SBE-Services); Responsible Wages and Benefits program; Community Workforce Program; Residents First Training and Employment programs as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.2, 2-8.1.1.1.1, 2-11.16, 2-1701, and 2-11.17 of the Code; the Sustainable Buildings Program; Chapter 119 of the Florida Statutes regarding public records laws; the State of Florida and the County's Prompt Payment laws as set forth in Sections 2-8.1.4 and 10-33.02 of the County's ordinances; the County's Inspector General requirements as set forth herein; the County's Art in Public Places requirements as set forth herein; and provide the requisite bonding in accordance with Section 255.05 of the Florida Statutes, as well as the insurance requirements set forth in this Agreement. Specifically, the Contractor and his subcontractors shall comply with Miami-Dade County Resolution Nos. R-1386-09 and R-138-10 governing the treatment of CSBE firms.
3. In addition, the Contractor agrees to abide by all federal, state, and local procedures, as may be amended from time to time, regarding how documents that the Contractor has access to, are handled, copied, and distributed, particularly documents that contain sensitive security information.

### D. Successors and Assigns

The Owner and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due the Contractor hereunder, without the previous written notice to the Owner. Consent will not be given to any proposed assignment, which would relieve the Contractor or his Surety of their responsibilities under the Contract.

E. Written Notice

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

F. Indemnification

1. In consideration of this Agreement, and to the maximum extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify, protect, defend, and hold harmless the Government, State, County, their elected officials, officers, employees, consultants, and agents from claims, liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.
2. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
3. In the event that any claims are brought, or actions are filed against the Owner with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Contractor further agrees to pay at the Contractor's expense the attorneys' fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. The Owner, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Owner.
4. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.
5. This Section shall survive expiration or termination of this Agreement.

G. Audit Rights

1. Access to Records
  - a. The Contractor shall, during the term of this Contract and for a period of five years thereafter, allow the Owner and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, job cost ledgers, Project correspondence and Project-related files and all relevant records pertinent to the Contract.

- b. The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract. The Owner shall be provided full access upon request to all documents, including those in possession of subcontractors or suppliers during the work and for a period of five years after the completion of the Work. In case of any litigation regarding this Project, such rights shall extend until final settlement of such litigation. Failure to allow the Owner access shall be deemed a waiver of Contractor's claims.
- c. The Contractor shall maintain a banking account within Miami-Dade County for all payments to laborers, subcontractors and vendors furnishing labor and materials under this Contract. All records shall be maintained in Miami-Dade County for the term of this Contract.

## 2. Inspector General

- a. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all, on any County/Trust contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded by Special Condition. The Contractor shall, in stating its agreed prices, be mindful of this assessment which will not be separately identified, calculated or adjusted in the proposal or Bid Form.
- b. The Miami-Dade Office of the Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with the Contract Documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to Project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.
- c. Upon 10 days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit,

investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to Project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption.

- d. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
  - 1) If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
  - 2) The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- f. The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.
- g. Nothing in this section shall impair any independent right to the Owner to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Owner by the (Contractor/Vendor/Consultant) or third parties.

#### H. Severability

In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication

shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract Documents.

I. Payment and Performance Bond

1. A single instrument Payment and Performance Bond, satisfactory to the Owner, for twice the penal sum (no less than 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues), shall be required of the Contractor.

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

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

2. On Contract amounts of \$500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.
- b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

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

3. For Contracts in excess of \$500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

4. Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

5. The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.
6. The cost of the Bonds shall be included in the Bid.
7. The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.
8. The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.
9. In the event the Surety on the Payment and Performance Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.
10. Cancellation of any bond, or non-payment by the Contractor of any premium for any Bond required by this Contract, shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums and deduct the costs thereof from any amounts that are or may be due to the Contractor.

J. Insurance

The Contractor shall maintain the insurance set forth in the Special Provisions throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the Owner.

K. Conflict of Interest

1. The Contractor or his employees shall not enter into any Contract involving services or property with a person or business prohibited from transacting such business with Miami-Dade County pursuant to Section 2-11.1 of the Code of Miami-Dade County, Florida, known as the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.
2. In the event the Contractor, or any of its officers, partners, principals or employees are convicted of a crime arising out of, or in connection with, the work to be done or payment to be made under this Contract, this Contract, in whole or any part thereof may, at the discretion of the Owner, be terminated without prejudice to any other rights and remedies of the Owner under the law.
3. In accordance with the Code of Miami-Dade County, no officer or employee of Miami-Dade County during his tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

L. Rights in Shop Drawings

1. Shop Drawings submitted to the Architect/Engineer by the Contractor, pursuant to the Work, may be duplicated by the Owner and the Owner may use and disclose, in any manner and for any purpose Shop Drawings delivered under this Contract.
2. This paragraph shall be included in all subcontracts hereunder at all tiers.

## M. Patent and Copyright

1. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the Field Representative, and the Architect/Engineer from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.
2. The Contractor shall warrant that the materials, equipment or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. The Contractor shall defend, or may settle, at his expense, any suit or proceeding against the Owner or the Architect/Engineer so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay all damages and costs awarded therein against the Owner or the Architect/Engineer due to such breach. The Contractor shall report to the Architect/Engineer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Owner when requested, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.
3. The Contractor shall bear all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work. In such case materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at his expense shall:
  - a. Secure for the Owner the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
  - b. Replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices or processes; or
  - c. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sum paid therefore without prejudice to any other rights of the Owner.
4. The preceding paragraph shall not apply to any materials, equipment or devices, specified by the Owner or the Architect/Engineer or manufactured to the design of the Owner or the Architect/Engineer or in accordance with the details contained in the Contract Documents; and as to any such materials, equipment or devices the Contractor assumes no liability whatsoever for patent or copyright infringement and the Owner will hold the Contractor harmless against any infringement claims arising therefrom.
5. Patent rights to patentable invention, item or ideas of every kind or nature arising out of the Work, as well as information, designs, specifications, know-how, data and

findings shall be made available to the Government for public use, unless the Owner shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be made available.

6. The sense of this article shall be included in all subcontracts. The foregoing states the entire liability of the Contractor for patent or copy infringement by use of said materials, equipment or devices.

N. Historical, Scientific and Archaeological Discoveries

All articles of historical, scientific or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved and reported immediately to the Architect/Engineer. Further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the Owner.

O. Use of Owner's Name in Contractor Advertising or Public Relations

The Owner reserves the right to review and approve Owner-related copy prior to publication. The Contractor shall not allow Owner-related copy to be published in Contractor's advertisement or public relations programs until submitting the Owner-related copy and receiving prior approval from the Owner. The Contractor shall agree that published information on the Owner or the Owner's program shall be factual and in no way imply that the Owner endorses the Contractor's firm, service or product. The Contractor shall insert the substance of this provision, including this sentence, in each subcontract and supply Contract or purchase order.

P. Accounts Receivable Adjustments

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

Q. User Access Program (UAP)

Pursuant to Miami-Dade County Code Section 2-8.10. User Access Program in County Purchases this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

R. Residents First Training and Employment Program

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article. In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, which are available online at



[www.miamidade.gov/smallbusiness/business-development-legislation.asp](http://www.miamidade.gov/smallbusiness/business-development-legislation.asp), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1,000,000 for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1,000,000 for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land, shall comply, if applicable, with the following:

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

S. Employ Miami-Dade Program

In order to promote Employ Miami-Dade Program, pursuant to Administrative Order 3-63, and except where federal or state laws or regulations mandate to the contrary, all County construction contracts shall include notification to the Contractor regarding the use of the Employ Miami-Dade Register, the minimum number of participants on the contract, and details regarding the County's evaluation of the Contractor's efforts to promote this legislation by using participants on the contract, which will be used as part of the responsibility review for consideration on new County contract awards. The provision of

this legislation shall apply to Country contracts valued in excess of \$1,000,000 for the construction, demolition, or alteration/repair of public buildings or public works projects, funded completely or partially by Miami-Dade County.

T. Public Records and Contracts for Services Performed on Behalf of Miami-Dade County

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement. **If the contractor has questions regarding the application of Chapter 119, F.S. to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via phone at (305) 375-5773, or via email at [isd-vss@miamidade.gov](mailto:isd-vss@miamidade.gov). Offices are located at 111 NW 1st Street, Suite 1300, Miami, FL 33128.**

END OF ARTICLE

### 13. APPLICABLE LEGISLATION

Contractor and subcontractors are required to abide by all applicable federal, state, and local laws and ordinances, as they may be amended from time to time. Applicable local laws and ordinances include, but are not limited to, the following:

A. Ordinances:

<https://www.miamidade.gov/clerk/cob-ordinances-resolutions.page>

B. Resolutions

<http://www.miamidade.gov/govaction/searchleg.asp>

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

C. Administrative Orders

<http://www.miamidade.gov/ao/home.asp?Process=completelist>

- 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 3-37 - Community Workforce Program (CWP)
- 3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

D. Implementing Orders

<http://www.miamidade.gov/ao/home.asp?Process=completelist>

- 3-9 - Accounts Receivables Adjustments
- 3-21 - Bid Protest Procedure
- 3-22 - Small Business Enterprise (SBE) Program for the Purchase of Construction Services

- 3-34 - Formation and Performance of Selection Committees
- 3-41 - Small Business Enterprise (SBE) Program for the Purchase of Goods and Services
- 3-61 - Residents First Training and Employment Program

E. Code of Miami-Dade County:

- [https://library.municode.com/fl/miami\\_-\\_dade\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)Section 2-1 Rule 5.09 Statement of consideration of impact of sea level rise.
- Section 2-1076 - Office of the Inspector General
- Section 2-8.1 - Contracts and Purchases
- Sections 2-8.1.1 Bids from related parties and bid collusion for the purchase of goods and services, leases, permits, concessions and management agreements.
- Section 2-8.1(d) Disclosure required of contractors and entities transacting business with Miami-Dade County.
- Section 2-8.1(f) Listing of subcontractors required
- Section 2-8.2.7 Economic Stimulus Ordinance
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting PracticesSection 2-8.8(4) Reporting of subcontracting policies procedures and payments
- Section 2-8.10. - User Access Program in County Purchases.
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2-11.1 (i)-(r) Financial Disclosure
- Section 2-1076 Office of the Inspector General
- Section 9-71 through 9-75 Sustainable Building Program
- Section 10-34 - Listing of Subcontractors Required
- Section 11A-38 through 11A-52 Discrimination
- Section 21-255 through 21-266 False Claims Ordinance

END OF ARTICLE

## 14. SPECIAL PROVISIONS

### A. Trust Agreement

1. **Incorporation of Trust Agreement by Reference:** Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Trust Agreement dated as of the 15th day of December, 2002 as by and among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee (“the Trust Agreement”), shall prevail and govern at all times during the Term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.
2. **Adjustment of Terms and Conditions:** If, at any time during the Term of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

### B. U.S. SOCCER FEDERATION 2026 WORLD CUP

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

otherwise. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

**NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: <http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf>**

**C. Federal Aviation Administration (FAA) SPECIAL PROVISIONS – AVIATION CONTRACT**

1. Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:
  - Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
  - Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
  - Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
  
- Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
  
- During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
  - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
2. All Contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.



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

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

#### **D. AIRFIELD OPERATIONS AREA (AOA) SECURITY**

1. Contractor acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).
2. In order to maintain high levels of security at MIA, Contractor must obtain MDAD photo identification badges for all Contractor employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances.
3. The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who Contractor requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Contractor or upon final acceptance of the Work or termination of this Contract. Contractor will be responsible for fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.

4. All employees of the Contractor, Subcontractors, or trade contractors who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Contractor must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provides SIDA Training.
5. Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.
6. All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.
7. Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.
8. Only Contractor management level staff, supervisors and foremen with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved Maintenance of Traffic (MOT). The Contractor shall require such

employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

9. The Contractor agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor or Subcontractor from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with TSA, DHS, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.
10. The Contractor acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA, and MDAD access control policies and procedures.
11. The Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
12. The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.
13. Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the Contractor shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Contractor shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their

possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.

14. Notwithstanding, the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/CBP/FAA.
15. The Contractor shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
16. Contractor agrees that it will include in all contracts and subcontracts with its MIA Subcontractors, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Contractor's Subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
17. In addition to the foregoing, the Contractor shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Contractor employees that will be involved within the CBP/FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Contractor personnel.
18. The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Contractor shall provide employee(s) competent and physically capable of performing the Work as required. The County may require the Contractor to remove any employee it deems unacceptable.

#### **E. MAINTENANCE OF AIRPORT OPERATIONS**

1. The Contractor shall control its operations and the operations of its Subcontractors and suppliers so as not to compromise the airport's security, interfere with airport operations or with aircraft, vehicular or pedestrian traffic, except as may be provided for in the Contract Documents.
2. The Contract is explicitly intended to provide for the maximum degree of safety to aircraft, the general public, airport personnel, equipment and associated facilities, and to the Contractor's personnel and equipment and suppliers, etc., but shall also provide for the minimum interference to the free and unobstructed movement of vehicles and/or personnel engaged in the day to day operation of the Airport and the general public. To this end the Contractor, its Subcontractors and suppliers shall observe all Airport rules and regulations, all other operational limitations which may be imposed from time to time by the MDAD, and shall provide whatever markings, lighting and/or various types of barricades, or other measures which are required to properly identify

- Contractor personnel, equipment, vehicles, storage areas and any Contractor's work areas or conditions which may be hazardous to the uninterrupted operation of aircraft, airport equipment, including but not limited to maintenance vehicles and fire rescue vehicles, other vehicles, or personnel or vehicles from any source operating on the Airport. In order to provide the maximum degree of safety on airports during construction, the Contractor shall comply with the provisions of FAA Advisory Circular AC 150/5370-2.
3. The Contractor shall protect, and shall not interfere with, the operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and within the AOA.
  4. When the Work requires the Contractor to work within the AOA, the Contractor shall coordinate its work with MDAD (through the Field Representative) at least 48 hours prior to the commencement of such work. The Contractor shall not close an AOA until so authorized by the Field Representative and until all necessary temporary markings and associated lighting are in place, as specified hereinafter.
  5. When the Work requires the Contractor to work within the AOA on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications with the Field Representative and MDAD; obey all instructions to vacate the AOA; obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations within the AOA until the satisfactory conditions are provided.
  6. When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance of traffic as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices (to protect the public and the work) in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by the Florida Department of Transportation. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.
  7. When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.
  8. The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and its parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction, current edition.
  9. The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, current edition.

10. The Contractor shall furnish and erect all barricades, warnings signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Field Representative, all as specified in Division 1 of the Project Manual.
11. Open-flame type lights are not permitted.
12. If the Contractor fails to maintain the markings, lighting and barricades as required above, the Owner shall cause such safety measures to be installed by others. The cost for such service by others in this regard shall be borne by the Contractor.
13. The Contractor's responsibility for Maintenance of Traffic shall begin on the day the Contractor starts work on the project, or on the NTP date, whichever comes first.

**F. COUNTY PURCHASES**

1. The County reserves the right to directly purchase materials, equipment, supplies and other items for this project, which are included in the Contractor's Base Bid and/or the Contract, (substantially in accordance with the Contract Documents).
2. The Contractor has included in its Base Bid, and in the final Contract price, Florida State Sales Tax and other applicable taxes for materials, supplies and equipment to be used in the construction of the Project. The County, being exempt from sales tax, reserves its right to directly purchase materials, equipment, supplies and other items for the Project that were included in the Contractor's Base Bid and/or the Contract, substantially in accordance with this Article. Such sales tax exemption applies when the County (or "Owner") is deemed to be the ultimate consumer of such materials, equipment, supplies or other items ("Owner Directly Purchased Materials"). Any purchase made under this process must be valued at least \$10,000. The responsibilities of the County and the Contractor, as the case may be, relating to such Owner Directly Purchased Materials shall be governed by the terms and conditions of this Article and all provisions contained herein shall referred to as the "Direct Purchases by Owner (DPO) Program."
3. The Contractor shall employ a person or persons necessary to coordinate this process with the County ("Contractor's Coordinator").
4. In preparation of a Purchase Order for materials or equipment to be purchased by the County, the Contractor shall fully cooperate with the County and Architect for review and approval of all required submittals, product data sheets and shop drawings as if the products were being purchased by the Contractor at no additional cost to the Owner.
5. Material and equipment suppliers shall be selected by the Contractor. Contractor shall provide the County a list of all intended suppliers, vendors, and materialmen for consideration as Owner Directly Purchased Materials. Contractor shall ensure that each vendor, supplier, and materialmen for the Project is currently, or becomes prior to the time a Purchase Order is issued, a vendor registered with the County in accordance with Section 2-8.1 of the County Code. Moreover, the Contractor shall strongly encourage vendors, suppliers and materialmen to provide information to the County so

that Automated Clearing House (“ACH”) payments can be made to the vendors, suppliers and materialmen.

6. The County is considering Owner Directly Purchased Materials listed on Attachment/Exhibit No. 1 to the Contract for tax-exempt direct purchases pursuant to the Florida Department of Revenue (FDOR) Technical Assistance Advisement (TAA) Letter. The list set forth in Attachment/Exhibit No. 1 will be reviewed by the Contractor and represents the items that may be purchased in relationship to the Project. The Contractor represents, acknowledges and affirms to the County that it will in good faith, work with the Owner towards the goal of tax savings on the Project and will assist to verify, to the best of its knowledge, the accuracy of items and amounts that the Contractor believes are eligible for purchase directly by the Owner on a tax-exempt basis as of the date of execution of the construction contract or other date to be determined by the County, as applicable. Items not included in the list can only be added or modified with prior authorization of the Board of County Commissioners (“Board”). The County shall have the sole right to determine which items shall be purchased directly as Owner Directly Purchased Materials pursuant to the process set forth in this Article.

## **G. EXECUTION, PROCEDURES**

1. Upon request from the County, and in an expeditious and timely manner, Contractor shall submit the attached Purchase Order Requisition Form Attachment/Exhibit No. 2 to the Owner’s Representative, to specifically identify the materials, supplies and equipment which Owner has elected to purchase directly. On the Purchase Order Requisition Form, the Contractor will provide the Owner the required quantities of material at the price established in the vendor’s quote to the Contractor, less any sales tax associated with such price. All material terms negotiated by the Contractor with the vendor (i.e. pricing, delivery date, payment terms, warranties, retainage) shall be noted on the Purchase Order Requisition Form.
2. Such Purchase Order Requisition Forms are to be submitted to Owner’s Representative no less than fourteen (14) days prior to the need for ordering such Owner Directly Purchased Materials, in order to provide sufficient time for the County to review, approve and process the Purchase Order Requisition Form, or, if necessary, to seek more information from the Contractor, so as to assure that such Owner Directly Purchased Materials are timely delivered to the Project site so as to avoid any delay to the Project.
3. The County shall not be held liable for any loss or damage for delays caused by others, such as non-compliance with the provisions of this Article, including acts of nature, strikes, or other causes beyond the control or fault of the County. The Contractor agrees to make no claim for damages for delay of any kind in the performance of the DPO Program whether occasioned by any act or omission of the County or any of its representatives (whether it is an Excusable Delay or otherwise) and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work. In this regard, the Contractor alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving Purchase Orders, Sub-Contractor proposals or other related submittals to the DPO Program, or the failure to render determinations, approvals,

- replies, corrections of said Purchase Orders, in a timely manner. Contractor shall not receive monetary compensation for County delay arising from the DPO Program. Time extensions shall be authorized by the County at its sole discretion in certain situations.
4. No later than fourteen (14 days) after receipt of the Purchase Order Requisition Form, the County shall prepare its Purchase Order for equipment, materials or supplies which the County chooses to purchase directly. Promptly upon receipt of each Purchase Order, Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to the supplier, materialman or vendor and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, the County shall issue the Purchase Order to the supplier, materialman or vendor, as applicable. The Purchase Order shall require that the vendor, supplier or materialman provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Directly Purchased Materials on the delivery date provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The County's Purchase Orders shall contain or be accompanied by the County's exemption certificate and must include the County's name, address, and exemption number with issue and expiration date shown. The County shall issue to each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto as Attachment/Exhibit No. 3 with each Purchase Order.
  5. Contractor shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the County required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and ensuring that the Owner Directly Purchased Materials conform to the Purchase Order and the Drawings and Specifications. At the time of, and subsequent to, the delivery of such materials, the County shall be liable for all loss or damage to equipment and materials purchased pursuant to the Purchase Order. Notwithstanding the transfer of Owner Directly Purchased Materials by the County to Contractor's possession, the County shall retain title to any and all Owner Directly Purchased Materials. Retaining such title by the County does not relieve the Contractor of the responsibility for oversight of the Owner Directly Purchased Materials.
  6. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, storage of Owner Directly Purchased Materials and other arrangements normally required by the Contractor for the particular materials furnished. The County shall assume all risk associated with any act or omission of the County, the County's Representative, or any employee of the County that, under the direction of the County, impairs or otherwise adversely affects any warranty or other contract right of the County pursuant to the Purchase Order provided that such adverse matters related to Owner Directly Purchased Materials are not due to acts of nature, strikes or other causes beyond the control of the County or are the results, in whole or in part, of the actions of others. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor shall provide adequate and secure storage to protect the Owner Directly Purchased Materials from loss or damage from the time of delivery and throughout installation into the Project up to the time when the County accepts the Work. It shall be the Contractor's responsibility to



- provide all paperwork and evidence necessary and to file any claims promptly to recover loss or damage to Owner Directly Purchased Materials. The Contractor shall compile all paperwork and file all claims resulting from Owner Directly Purchased Materials lost, broken, vandalized, or stolen while under the control of the Contractor.
7. The Contractor agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Contractor. Notwithstanding the foregoing, the County shall be responsible for payment of the invoice issued by the outlined in this Article.
  8. As Owner Directly Purchased Materials are delivered to the jobsite, the Contractor and the County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's, supplier's or materialman's invoice, as applicable, for materials, supplies and/or equipment delivered. The Contractor shall assure that each delivery of Owner Directly Purchased Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the County or Contractor may require. The Contractor shall verify in writing to the County's Representative that the materials, supplies, and/or equipment were received and agree to approve the invoice for payment. The invoice shall be thereupon furnished to the County's Representative for processing and payment in the manner as all other County invoices are processed. The County shall have the right to assign County personnel to verify and audit the accuracy of all Owner Directly Purchased Materials' documents.
  9. The Contractor shall determine, prior to incorporation of the Owner Directly Purchased Materials into the Work, if such materials are defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or nonconforming Owner Directly Purchased Materials either at initial inspection or at any time thereafter, the Contractor shall not utilize such non-conforming or defective Owner Directly Purchased Materials in the Project and shall instead shall promptly notify the vendor, materialman or supplier, as applicable, of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Contractor shall notify the County of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates defective or non-conforming Owner Directly Purchased Materials into the Project, the conditions of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to the County, as set forth in the Contract resulting from Contractor's incorporation of such materials into the Project, including liquidated damages. In the event that materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.
  10. All repairs, maintenance or damage repair claims shall be forwarded to and managed by the Contractor for resolution with the appropriate vendor, supplier, or materialman, as applicable. Notification to the vendor, supplier or materialman shall include rescinding of any invoices by the vendor, supplier or materialman for the defective or

non-conforming Owner Directly Purchased Materials. Contractor shall immediately notify the County in the event invoices have already been approved for payment.

11. The Contractor shall maintain records of all Owner Directly Purchased Materials it receives at the job site as well as records of Owner Directly Purchased Materials it incorporates into the Project from the stock of the Owner Directly Purchased Materials. These records shall be current and readily available upon request by the County and shall be reported and reconciled monthly comparing:
  - a. Owner Directly Purchased Materials to be ordered pursuant to the Construction Schedule;
  - b. Owner Directly Purchased Materials Ordered, Received, and Paid;
  - c. Owner Directly Purchased Materials On Hand; and
  - d. Owner Directly Purchased Materials Incorporated into the Project.
12. In connection with each Purchase Order relating to Owner Directly Purchased Materials used in connection with work performed under the Contract, a Direct Purchases Reconciliation Report will be issued by the Contractor within fourteen (14) days after the Purchase Order is issued and submitted to the County monthly. Each Direct Purchases Reconciliation Report shall reconcile all Purchase Orders issued in the previous month, for the full amount of purchases, plus the amount of sales tax that would have been applicable to the purchase against the Contract Price. Such amounts shall be deducted from the Contractor's monthly payment requisitions, with a corresponding credit to the County's payment obligations. Moreover, the cost for any Owner Directly Purchased Materials ordered and not utilized in the Project shall be reconciled on a monthly basis, reported to the County, and credited against the Contract Price with a deduct Change Order. Upon completion of all purchases, a deduct Change Order against the Contract Price to account for all supplies, materials, and equipment directly purchased by the County, and the value of the taxes thereon, will be issued and executed by the Contractor and the County to close out the Program. The Contractor shall be required to reimburse the County within thirty (30) days of notification of same for any overpayments the County may have made to the Contractor as a result of the direct purchases.
13. The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the County for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.
14. The County shall not be liable for any costs associated with interruption or delay in the Project or for any extra costs relating to the Project resulting from incorrect, incomplete or damaged material, delay in the delivery of Owner Directly Purchased Materials to the extent such interruptions, delays or costs are due, in whole or in part, to acts of nature, strikes or other causes beyond the control of the County or the actions of others. The Contractor has the responsibility and accountability to resolve any and all performance issues with the vendors it selects to provide Owner Directly Purchased Materials.

15. Accurate and current invoices shall be submitted by the vendors, suppliers and materialmen when the correct material is received. Original invoices are to be sent to the County and to the Contractor with the County shown as the entity being invoiced. It is the policy of Miami-Dade County that payment for all purchases by the County shall be made in a timely manner and that interest payments be made on late payments. The County shall not be held liable for costs associated with any interest payments or any delay charges for late payments made as a result of instructions, directions or late approvals by the Contractor. On a weekly basis, the Contractor shall submit all vendor invoices on hand for Owner Directly Purchased Materials delivered to the work site that are approved for payment. The approval by the Contractor to issue payment is demonstrated by a signature from the Contractor on the original vendor invoice signed adjacent to the words 'Approved for Payment' and shall be sent to the County no later than seven (7) days after receipt from vendor(s) of a properly completed and executed invoice. The Contractor is responsible for notifying and resolving non-performance and defects on non-conforming items with each vendor, supplier and materialman.
16. In order to arrange for prompt payment to the vendor, supplier or materialman, the Contractor shall provide to the County a list of Owner Directly Purchased Materials that have been accepted and approved for payment in the monthly payment requests accompanying the invoice(s) submitted for payment. The invoice package shall include the summary as well as:
  - a. Documentation, such as a delivery ticket, bill of lading, packing slip, listing the Purchase Order number under which such item(s) were purchased;
  - b. The actual approved/signed invoice;
  - c. A copy of the applicable Purchase Order;
  - d. Signed authorization of acceptance of delivered items;
  - e. Partial or final releases of claim, as appropriate, which can only be conditioned on payment of the invoice submitted; and
  - f. Such other documentation as required by the Contract in order to effect payment. The County shall provide the Contractor a monthly report as to the amount, date, payee and check number/ACH confirmation number, as applicable, of all such direct payments to vendors, suppliers and materialmen. In addition, the County will promptly notify the Contractor of any instances when non-payment or less than full payment is made on an invoice, specifying all reasons for withholding payment (or partial payment) unless such request to withhold payment was initiated by Contractor. All requests to withhold payment by Contractor must be submitted in writing to the County.
17. The County is responsible to make payments to vendors for the Owner Directly Purchased Materials. If the County fails to make payments in accordance with this Article for any reason other than the fault or neglect of the vendor, supplier, materialman and/or Contractor, then the County will be liable for any increased costs or expenses caused by such failure. Claims, delays charges and interest for non-payment to vendors that arise from the actions or directions of Contractor including any actions that are not caused or under the control of the County shall be the responsibility of the Contractor.
18. The Contractor shall be responsible for obtaining partial or final release of claim waivers to be submitted, as applicable, when payment of invoices is requested. All

waivers shall be conditioned on payment of the invoice submitted. The Contractor must ensure that all terms agreed upon with selected vendors are consistent with this Article. Vendor, supplier and materialman agreements with the Contractor shall be clear in stating that partial or final releases of claim not being provided along with invoices for payment shall render the invoices not payable and shall be considered the fault of others and not the fault of the County.

19. Salvage materials shall be the property of the County and stored or removed from the site by the Contractor at the County's discretion at no additional cost to the Owner.
20. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amount shall be credited to the cost of the Work with an additive Change Order to the Owner's contingency.

#### **H. ENVIRONMENTAL CONSIDERATIONS AND PROTECTION**

1. Air pollution: The Contractor shall use emissions control devices on gasoline or diesel powered construction equipment and minimize idling and unnecessary operation of equipment to prevent and control air pollution in accordance with criteria issued by Federal, State and local agencies having relevant jurisdiction.
2. Dust Control: The Contractor shall employ appropriate measures to control the generation and accumulation of dust at the site. Sprinkling with water or other suitable means shall be used to prevent the dispersal of substantial amounts of dust produced by the work. Collection and removal measures shall be employed to prevent accumulation of dust deposits.
3. Flammable Materials: The Contractor shall store petroleum products, paint and other flammable materials in designated locations and in compliance with fire safety regulations. Spillages shall be collected and legally disposed of promptly and in a manner consistent with fire safety regulations and environmental protection regulations issued by Federal, State and local agencies having relevant jurisdiction.
4. Noise Controls: The Contractor shall minimize noise caused by work operations. The Contractor shall provide machinery and equipment fitted with efficient noise-suppression devices for protection of employees and public and shall schedule working hours and operations to minimize public disturbance in vicinity of work. The Contractor shall employ sound barriers as directed by the Architect/Engineer.
5. Fumes: The Contractor shall not conduct operations that will result in the production of noxious, flammable, explosive or odoriferous fumes in locations or in quantities that constitute a hazard to health or safety or an objectionable environment for workers or the public.

6. **Adjacent Occupancies:** The Contractor shall make every effort to minimize or eliminate any impacts to adjacent uses paying extra attention to areas that are close to populations with children and/or elderly members of the public. This includes but is not limited to nearby public ways or transportation stops, and any other areas inside the Site or adjacent to.
7. No additional payment will be made to the Contractor for signs, barricades, lights, flags, watch persons, flaggers, fire extinguishing apparatus and personnel, and/or other protective devices.
8. **Florida Trench Act:** The Contractor and all his subcontractors performing trench excavation on this Contract shall comply with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) and the Occupational Safety and Health Administrations' (OSHA) trench excavation safety standards, 29 C.F.R., s.1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES). The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system. Inspections required by OSHA trench excavation safety standards shall be provided by the Contractor.
9. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of water including streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

## **I. SAFETY, FIRE PREVENTION, AND ENVIRONMENTAL CONSIDERATIONS**

1. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding Industrial Safety under Section 440.56 Florida Statutes, Safety Rules Workers Compensation Laws and with United States Williams Steiger Occupational Safety and Health Act of 1970 commonly referred to as "OSHA", as applicable, and other national consensus standards of safety pertaining to particular trades.
2. The Contractor shall be solely responsible for developing and implementing a "Site-Specific" Safety and Health Plan ("S&H Plan") pursuant to the terms of this Contract, and shall at a minimum, conform and comply with all Laws governing safety and health in the work place.
3. Prior to commencing any work at the work site, the Contractor shall submit its S&H Plan which shall include, but is not limited to, the following:
  - Hurricane Plan

- Identification of competent person
  - Safety statistical data, which will include severity and lost-time frequencies
  - Contractor daily project safety inspections
  - Project Emergency Notification List (updated as needed)
  - Equipment certification and daily inspection
  - Trenching inspection
  - Confined Space Entry Permitting and coordination
  - Maintenance of Traffic Inspection
  - Hazard Communication
  - Work zone safety and flagging
  - Lockout/Tagout Coordination
  - Fire prevention, hotwork permitting, and Fire Watch
4. The Contractor shall not endanger, by cutting, digging, loading or otherwise, the structural integrity or overall safety of any structure, installation, facility, work in progress or work completed.
  5. Materials stored upon the Site or along the route of the work shall be so placed and the work shall be so conducted as to cause no obstruction to traffic other than as provided in these Contract Documents.
  6. The Contractor shall mark all equipment with three foot square orange and white flags whenever such equipment is operating on the Air Operations Area (AOA) or in proximity to flight zones. Equipment employed on the AOA shall be withdrawn from work areas at the close of the workday. Equipment shall not be parked in any location where it will constitute a hazard to aircraft or aircraft operations. Equipment shall be night marked and lighted as required by the Technical Specifications and FAA Advisory Circular 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport" latest edition.
  7. Equipment will not be allowed on the airfield, which is not properly equipped to contain all material, debris, etc. Constant inspections will be performed by the Contractor to insure a continuous, clean and safe aircraft operating area at all times.
  8. The Contractor shall obtain from MDAD Airside Operations, for work at Miami International Airport, or from the airport manager for work at other MDAD General Aviation Airports, all equipment height limitations. Approval for use of cranes and other high equipment may be given, provided that the Contractor submits full data and scheduling to MDAD for approval by the FAA. Contractors are cautioned that the

FAA processing of this request may take eight (8) weeks from the time of application.

9. Bidders are cautioned to allow for such conditions as having to drop crane boom(s) at times required by the FAA (nighttime and inclement weather), providing 2-way radio communications with the FAA control tower, and possible disruption of crane use to accommodate special airport operations requirements.
10. The Contractor shall furnish and erect signs, barricades, lights, flags and other protective devices as may be required, to protect aircraft, pedestrian and vehicular traffic and the work. All such signs, barricades, lights, flags and other protective devices shall be in accordance with the requirements of the Contract Documents.
11. The Contractor shall furnish flaggers in sufficient numbers to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Such flaggers shall be furnished on a twenty-four (24) hour basis when conditions and/or airport operations require.
12. The Contractor and all Subcontractors shall be governed by the provisions of the Miami -Dade County, Florida, Fire Prevention and Safety Code, and shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and torch cutting is taking place. Open flames (except approved torch cutting equipment), including the use of flambeaux, are strictly prohibited.
13. The Contractor shall not use explosives on the Site, nor allow explosives of any type or nature to be brought upon the Site of the construction, without the prior express written approval of the Miami-Dade Aviation Department. Any such authorized use of explosives shall be governed by the provisions of Chapter 13, Code of Miami-Dade County, and other governing agencies in their use or storage. Subject to conditions outlined below, the Owner will permit the use of powder actuated fasteners and tools in connection with airport construction:
  - a. Permission to use powder actuated fasteners and tools will in no way relieve the Contractor or its Subcontractors from responsibilities under its Contract relating to liability for damages arising out of the use of such equipment.
  - b. Architect/Engineer approval must be given specifically, and in writing, for the use of such fasteners for each and every application for which the Contractor desires to use this type of fastener. The Contractor shall submit to the Architect/ Engineer for approval all structural and operational data pertinent to each and every

application, such data to include, but not be limited to the following:

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



## **J. SIGNS**

The Contractor will provide, at a minimum, a construction sign as called for in the Contract Documents and Division 01 General Requirements. This sign shall contain the required acknowledgement of project funding sources as outlined by the Owner.

In the event that the Contractor intends to put up other signage on or around the site that is not called for in the Construction Documents it shall be subject to review and approval by the Owner.

END OF ARTICLE