



**ADDENDUM NO. 1**

**DATE:** February 6, 2026  
**TO:** ALL PROSPECTIVE VENDORS  
**SUBJECT:** Bid No. W125A  
**TITLE:** TMB TAXIWAY C EAST EXTENSION

This Addendum becomes a part of the subject Solicitation.

**REVISION(S):**

Volume 0 of III (*revised in this addendum*), is hereby replaced in its entirety with revised version attached hereto as Volume 0 of III-Revised. The following revisions have been made:

1. Volume 0 of III (revised in this addendum), “Section 20-07 Preparation of (*bid*)” has been updated as follows:

**20-07 Preparation of (*bid*).** The bidder shall submit their (*bid*) on the forms furnished by the Owner. All blank spaces in the (*bid*) forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) *in* numerals which they propose for each pay item furnished in the (*bid*).

The bidder shall correctly sign the (*bid*) in ink. If the (*bid*) is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the (*bid*) shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a (*bid*) as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

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

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



- c. **Certification of Offeror Regarding Debarment.** By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- d. **Certification of Lower Tier Contractor Regarding Debarment.** The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
  - 1. Checking the System for Award Management at website: <http://www.sam.gov>.
  - 2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
  - 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

*If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.*

- e. **Certification Regarding Lobbying.** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- f. **Certification Regarding Domestic Preferences.** The Bidder or Contractor certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials



*produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.*

2. Volume 0 of III (*revised in this addendum*), “Section 20-20, Bid Checklist “has been updated as follows:

**20-20 Bid Checklist.** *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:*

<b>Item</b>	<b>Required Document</b>
<i>a</i>	<i>Bid Form</i>
<i>b</i>	<i>Single Execution Affidavit</i>
<i>b1</i>	<i>Public Entity Crimes Affidavit</i>
<i>b2</i>	<i>Criminal Record Affidavit</i>
<i>b3</i>	<i>Florida Trench Safety Act Affidavit</i>
<i>b4</i>	<i>Trade Restriction Certification</i>
<i>b5</i>	<i>Contractor Due Diligence</i>
<i>b6</i>	<i>Fair Subcontracting Policies</i>
<i>b7</i>	<i>Non-Collusion Affidavit</i>
<i>b8</i>	<i>Scrutinized Companies (Sudan)</i>
<i>c</i>	<i>Certificate of Status / Fictitious Name</i>
<i>d</i>	<i>Foreign Countries of Concern Affidavit</i>
<i>e</i>	<i>Human Trafficking Affidavit</i>
<i>f</i>	<i>MDAD Confidential Documents Affidavit</i>
<i>g</i>	<i>FAA Buy American – Construction</i>
<i>h</i>	<i>Tax Delinquency &amp; Felony Certification</i>
<i>i</i>	<i>Bid Guaranty</i>

*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. Advertisement for Bids*
- b. Instructions to Bidders*
- c. Contract Summary, Bid Form and all Bid Submittal data.*
- d. Davis Bacon Act*
- 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, including all allowances)*
- g. General Conditions*
- h. Special Provisions*
- i. Division 1*



- j. *Technical Specifications*
- k. *Contract Plans*
- l. *All Addenda*

3. Volume 0 of III (revised in this addendum), “Section 80-07, Determination and extension of contract time” has been corrected due to formatting error and now reads as follows:

**80-07 Determination and extension of contract time.** The [ number of calendar days ] shall be stated in the *(bid)* and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor’s control, it shall be adjusted as follows:

**80-07.1 [ Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner’s orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the *(bid)*. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance. ]

4. Volume 0 of III (revised in this addendum), “Section 80-08, Failure to complete on time” has been added to include language inadvertently included in Section 80-07 and now reads as follows:

**80-08 Failure to complete on time. *Liquidated Damages and Liquidated Indirect Costs***

- a. *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 that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.*
- b. *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.*



- c. *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. Unless otherwise specified in the Contract, for lump sum contracts, 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:*

*(Amount of Bid x 8%) less any General Requirements items paid independently/individually*

*Original Contract Duration (In Days)*

1. *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.*
  2. *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.*
  3. *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, consequential, 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.*
5. Exhibits of Exhibit 1 (*revised in this addendum*), "Contract Summary", are **hereby added**.
- Contractor's Guarantee
  - Contractor's Affidavit & Release of Claim for Pay
  - Contractor's Affidavit & Release of All Claims
  - Subcontractor's Affidavit in Compliance with Section 10-35
  - Releases of Claims by Subcontractors
  - Consent of Surety to Pay Application
  - Subcontractors Payment Report
6. Exhibit 1 (*revised in this addendum*), "Contract Summary, 50-04 Special Provisions, Attachment 1 – Federal Aviation Administration (FAA) Special Provisions Contract, Equal Opportunity Clause", is **hereby deleted**.



**EQUAL OPPORTUNITY CLAUSE:**

*During the performance of this contract, the Contractor agrees as follows:*

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

*b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*e. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246*



*of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.*

7. Exhibit 1 (revised in this addendum), "Contract Summary, 50-04 Special Provisions, Attachment 1 – Federal Aviation Administration (FAA) Special Provisions Contract, Standard Federal Equal Employment Opportunity Construction Contract Specifications", is hereby deleted.

**~~STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS:~~**

*a. As used in these specifications:*

*1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;*

*2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;*

*3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;*

*4. "Minority" includes:*

*i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);*

*ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);*

*iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and*

*iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).*

*b. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.*



~~e. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.~~

~~d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.~~

~~e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.~~

~~f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.~~

~~g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:~~

~~1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a~~



~~working environment, with specific attention to minority or female individuals working at such sites or in such facilities.~~

~~2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.~~

~~3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.~~

~~4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.~~

~~5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.~~

~~6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.~~

~~7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.~~

~~8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.~~



~~9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.~~

~~10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.~~

~~11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.~~

~~12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.~~

~~13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.~~

~~14. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.~~

~~15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.~~

~~16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.~~

~~h. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.~~

~~i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).~~

~~j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~k. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.~~

~~l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.~~

~~m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.~~

~~n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.~~

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

8. Exhibit 1 (revised in this addendum), "Contract Summary, 50-04 Special Provisions, Attachment 1 – Federal Aviation Administration (FAA) Special Provisions Contract, Prohibition of Segregated Facilities", is hereby deleted.



**PROHIBITION OF SEGREGATED FACILITIES:**

~~a. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.~~

~~b. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.~~

~~e. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.~~

*All other information remains the same.*

Miami-Dade County,

Rose Sanon

*Aviation Senior Procurement Contracting Officer*

c: Clerk of the Board



VOLUME 0 OF III-Revised



**MIAMI-DADE AVIATION DEPARTMENT**

**MIAMI-DADE COUNTY**

Daniella Levine Cava  
**Mayor**

**Board of County Commissioners**

Anthony Rodriguez                      *Chairman*

Kionne L. McGhee  
**Vice-Chairman**

Oliver G. Gilbert, III

***DISTRICT 1***

Marleine Bastien

***DISTRICT 2***

Keon Hardemon

***DISTRICT 3***

Micky Steinberg

***DISTRICT 4***

Vicki L. Lopez

***DISTRICT 5***

Natalie Milian Orbis

***DISTRICT 6***

Raquel A. Regalado

***DISTRICT 7***

Danielle Cohen Higgins

***DISTRICT 8***

Kionne L. McGhee

***DISTRICT 9***

Anthony Rodriguez

***DISTRICT 10***

Roberto J. Gonzalez

***DISTRICT 11***

Juan Carlos Bermudez

***DISTRICT 12***

René Garcia

***DISTRICT 13***

Geri Bonzon-Keenan

***County Attorney***

Ralph Cutié

***Aviation Director***

**BID No. W125A****Bid Title: TMB Taxiway C East Extension****CONTACT FOR THIS SOLICITATION:**

Rose Sanon

Aviation Senior Procurement Contracting Officer

4200 NW 36 Street, Miami, Florida 33166

E-mail: [rsanon@flymia.com](mailto:rsanon@flymia.com)

Miami-Dade-County Aviation Department hereinafter called "Owner," hereby requests sealed bids for the extension and reconfiguration of Taxiway C, the construction of a new Taxiway D, the development of a new service road, and the installation of a 25,000-gallon Oil-Water Separator (OWS) at Miami Executive Airport (TMB).

**Table of Contents**

PART 1 – GENERAL CONTRACT PROVISIONS..... 1

    Section 10 Definition of Terms..... 1

    Section 20 (*Bid*) Requirements and Conditions..... 30

    Section 30 Award and Execution of Contract..... 48

    Section 40 Scope of Work ..... 54

    Section 50 Control of Work..... 69

    Section 60 Control of Materials..... 85

    Section 70 Legal Regulations and Responsibility to Public ..... 90

    Section 80 Execution and Progress..... 110

    Section 90 Measurement and Payment ..... 125

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Addendum/Addenda</b>	<i>A modification or clarification of the Contract Documents distributed to prospective Bidders prior to the opening of Bids.</i>
10-04	<b>Administrative Orders/Implementing Orders (AO/IO)</b>	<i>A list of Miami-Dade County Administrative Orders and Implementing Orders is available online at: <a href="http://www.miamidade.gov/ao/home.asp?Process=completeIsta">http://www.miamidade.gov/ao/home.asp?Process=completeIsta</a></i>
10-05	<b>Advertisement for Bids</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.  <i>The public notice inviting the submission of Bids for the Work.</i>
10-06	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-07	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-08	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such 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.

<b>10-09</b>	<b>Allowance Account (Contingency Account)</b>	<i>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.</i>
<b>10-10</b>	<b>Allowance Account(s) (Dedicated)</b>	<i>Account(s) in which stated maximum dollar amount(s) are included in the Contract for the purpose of funding specific pre-identified 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.</i>
<b>10-11</b>	<b>Apron</b>	<i>Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.</i>
<b>10-12</b>	<b>Architect/Engineer</b>	<i>Owner or its authorized representatives identified in the Notice-to-Proceed letter, which may include but is not limited to the Owner's 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, or an Architect/Engineer is not otherwise specified in the Notice-to-Proceed, the term shall be read as coterminous with the term "Owner."</i>
<b>10-13</b>	<b>Art in Public Places</b>	<i>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.</i>
<b>10-14</b>	<b>Artist</b>	<i>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.</i>
<b>10-15</b>	<b>As-Built Documents</b>	<i>Documents signed and sealed by an appropriately licensed professional and 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</i>

		<i>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 (also referred to as “As-Built Drawings” or “As-Built Documents”). Final payment is conditional upon the receipt of As-Built Documents.</i>
<b>10-16</b>	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
<b>10-17</b>	<b>Award</b>	The Owner’s notice to the successful bidder of the acceptance of the submitted bid.  <i>Action taken by the Owner to accept the Bid submitted by the Contractor to perform the Work described in the Contract Documents.</i>
<b>10-18</b>	<b>Baseline Construction 7360</b>	<i>A schedule submitted by the Contractor in accordance with the Contract Documents, reviewed and approved by the Owner that is used by the Contractor to plan the performance of the Work. The Contract Documents may require interim Baseline Construction Schedules be submitted for only a portion of the initial Work to be followed by a Baseline Construction Schedule covering all the Work. The Baseline Construction Schedule shall also be used to quantify delays in accordance with the Contract Documents. While the Baseline Construction Schedule remains unchanged, updates to the Baseline Construction Schedule are prepared and submitted by the Contractor per the Contract Documents. The Baseline Construction Schedule shall only be revised and submitted again for review and approval by the Owner as required by the Contract Documents.</i>
<b>10-19</b>	<b>Baseline Schedule – Final</b>	<i>A schedule submitted by the Contractor in Critical Path Method (CPM) format in accordance with the Contract Documents submitted 90 days after NTP covering the entire Project in great detail, reviewed and approved by the Owner that is used by the Contractor to plan the performance of the Work. The Baseline Schedule – Final (and any other interim schedule submittal approved by the Owner) shall also be used to quantify delays in accordance with the Contract Documents. While the Baseline Schedule – Final remains unchanged, updates to the Baseline Schedule – Final are prepared and submitted by the Contractor per the Contract Documents for the Owner’s approval. The Owner’s approval of each monthly schedule update shall be a pre-condition to the Owner approving the monthly payment requisition from the Builder. The Baseline Schedule - Final shall only be revised and submitted again for review and approval by the Owner as required by the Contract Documents.</i>

<b>10-20</b>	<b>BCC</b>	<i>Board of County Commissioners, the governing board of Miami Dade County.</i>
<b>10-21</b>	<b>Beneficial Occupancy</b>	<i>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.</i>
<b>10-22</b>	<b>Bid</b>	<i>The written offer of a Bidder to perform the Work.</i>
<b>10-23</b>	<b>Bid Documents</b>	<i>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.</i>
<b>10-24</b>	<b>Bid Form</b>	<i>The form on which Bids are submitted.</i>
<b>10-25</b>	<b>Bid Item</b>	<i>A specific item of work represented by a line item in the Bid Form.</i>
<b>10-26</b>	<b>Bid Schedule</b>	<i>A schedule submitted by the Contractor with the Bid covering the entire Project in bar chart format. This schedule shall be in sufficient detail to allow the Owner to determine the Contractor's overall approach to the Project, including but not limited to: design, design reviews, permitting, early construction packages, e.g., fast-track, long lead procurement items and major construction activities. The Owner shall have the right to require additional details in this schedule prior to starting contract negotiations.</i>
<b>10-27</b>	<b>Bid Security</b>	<i>(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.</i>

<b>10-28</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a ( <i>bid</i> ) for the work contemplated.  <i>An individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work.</i>
<b>10-29</b>	<b>BIM (Building Information Modeling)</b>	<i>A digital representation of a building's physical and functional characteristics. BIM is a process that involves creating and managing a 3D model of a building or infrastructure project, which includes not just the geometry of the structure but also information about its components, materials, and other properties. This digital model serves as a shared knowledge resource for architects, engineers, contractors, and other stakeholders involved in the design, construction, and operation of a building. The Contractor shall utilize BIM methodology throughout the duration of the Project. All BIM work shall comply with the MDAD Building Information Modeling Standards Manual (BIM Manual), the BIM Execution Plan and the Contract Documents.</i>
<b>10-30</b>	<b>BIM Execution Plan</b>	<i>A plan required under the MDAD BIM Manual, prepared by the Contractor and approved by the Owner, that includes a detailed explanation of BIM technology and proposed process execution by the Contractor throughout the Project lifecycle. The plan defines a framework for collaboration and communication between all Project participants. The Plan also includes, but is not limited to, Project information, goals and objectives, Project scope, roles and responsibilities, standards and guidelines, workflows and procedures, modeling requirements, data exchange, BIM QA/QC, schedule and milestones and resources. The Contractor shall submit the BIM Execution Plan for Owner review and approval no later than 30 days after Notice-to-Proceed.</i>
<b>10-31</b>	<b>BIM Manual</b>	<i>The MDAD Building Information Modeling Standards Manual which specifies BIM requirements for the Work.</i>
<b>10-32</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-33</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-34</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

<b>10-35</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-36</b>	<b><i>Certificate of Completion</i></b>	<i>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.</i>
<b>10-37</b>	<b><i>Certificate of Final Acceptance</i></b>	<i>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).</i>
<b>10-38</b>	<b><i>Certificate Occupancy</i></b>	<i>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.</i>
<b>10-39</b>	<b><i>Certification of Substantial Completion</i></b>	<i>Certificate issued to the Contractor by the Owner certifying that Substantial Completion has been achieved.</i>
<b>10-40</b>	<b><i>Change Notice</i></b>	<i>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.</i>
<b>10-41</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.  <i>A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract Documents.</i>

<b>10-42</b>	<b>Claim</b>	<i>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.</i>
<b>10-43</b>	<b>Commissioning</b>	<i>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.</i>
<b>10-44</b>	<b>Construction Contract</b>	<i>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.</i>
<b>10-45</b>	<b>Construction Inspection Services</b>	<i>Services performed by the Owner or a consultant to the Owner to verify that the Work is being performed in accordance with the Contract Documents. The use of these services shall not relieve the Design/Builder of their responsibilities under the Contract Documents.</i>
<b>10-46</b>	<b>Construction Safety and Phasing Plan (CSPP)</b>	<i>The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.</i>
<b>10-47</b>	<b>Construction Staging Area</b>	<i>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.</i>
<b>10-48</b>	<b>Consultant</b>	<i>See Architect/Engineer.</i>

<b>10-49</b>	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, (<i>Bid</i>), Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
<b>10-50</b>	<b>Contract Documents</b>	<p><i>Bid Documents, the Contractor's Bid, Condition of Award Requirements, Contract Summary, Performance Bond, Payment Bond, Standard General Contract Conditions, and Special Provisions, Supplementary Provisions, Supplemental Project Definition Document, Technical Specifications, Division I General Requirements, Contract Drawings, MDAD BIM Manual, MDAD Quality Assurance Manual, MDAD FF&amp;E Package, MDAD Design Guidelines Manual, MDAD Standard Technical Specifications, MDAD Commissioning Standard Technical Specifications, OERR/SLR/LEED Scorecard, together with all Addenda, Change Orders, Work Orders, Schedules, approved permits, approved Construction Documents, shop drawings, and applicable legislation.</i></p>
<b>10-51</b>	<b>Contract Drawings</b>	<p><i>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.</i></p>
<b>10-52</b>	<b>Contract Item (Pay Item)</b>	<p><i>A specific unit of work for which a price is provided in the contract.</i></p>
<b>10-53</b>	<b>Contract Summary</b>	<p><i>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.</i></p>

<b>10-54</b>	<b>Contract Time</b>	<p>The number of calendar days or working days, stated in the (<i>bid</i>), allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the (<i>bid</i>), in lieu of a number of calendar or working days, the contract shall be completed by that date.</p> <p><i>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.</i></p>
<b>10-55</b>	<b>Contractor</b>	<p>The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.</p> <p><i>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 a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.</i></p>
<b>10-56</b>	<b>Contractor Quality Control Program (CQCP)</b>	<p>Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.</p>
<b>10-57</b>	<b>Contractors Quality Control (QC) Facilities</b>	<p>The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).</p>
<b>10-58</b>	<b>Control Strip</b>	<p>A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.</p>
<b>10-59</b>	<b>County</b>	<p><i>See Owner.</i></p>
<b>10-60</b>	<b>County Mayor</b>	<p><i>The Mayor of Miami-Dade County, Florida, or the County Mayor's designee.</i></p>

<b>10-61</b>	<b>Critical Path</b>	<i>Longest sequence of <u>activities</u> in a <u>project's schedule</u> which defines the project completion date and which must be <u>completed on time</u> in order for the project to be completed on schedule.</i>
<b>10-62</b>	<b>Days</b>	<i>Unless otherwise designated, days mean calendar days.</i>
<b>10-63</b>	<b>Delays</b>	<i>May be Excusable or Non-Excusable. Excusable Delays may be Compensable or Non-Compensable, as further defined within the text of these General Conditions.</i>
<b>10-64</b>	<b>Department Director</b>	<i>The Director of the Miami-Dade County Department implementing the Work or the Director's designee.</i>
<b>10-65</b>	<b>Department Director's Representative</b>	<i>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.</i>
<b>10-66</b>	<b>Direct Costs</b>	<i>Direct Costs recoverable by the Contractor as a result of changes in the Work shall be limited to the actual additional costs of labor and materials installed as part of the Work and for the reasonable additional cost of rental of any Special Equipment or Machinery. Labor shall be limited to site labor costs, including Employer's Payroll Burden. Specifically excluded from labor are the costs of general foremen and site office personnel. Materials are limited to permanent materials required by the 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.</i>
<b>10-67</b>	<b>Drainage System</b>	<i>The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.</i>
<b>10-68</b>	<b>Engineer</b>	<i>The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.</i>

<b>10-69</b>	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
<b>10-70</b>	<b>Extra Work</b>	<p>An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's <i>Architect/Engineer</i> to be necessary to complete the work within the intended scope of the contract as previously modified.</p> <p><i>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.</i></p>
<b>10-71</b>	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
<b>10-72</b>	<b>Facility</b>	<i>The structure or items being constructed under the Contract, inclusive of all subsurface work, landscaping work, and other ancillary work.</i>
<b>10-73</b>	<b>Fast Track</b>	<i>A design/build method where separate and often, intermediate phases of the Project are designed, permitted and constructed earlier in the schedule while the remainder and often, more complex portions of the Project are designed, permitted and constructed later in the schedule. For example, foundation design, permitting and construction earlier while the remainder of the structure takes longer to design, permit and construct. Fast-track construction is subject to the approval of the Owner and the permitting agencies.</i>

<b>10-74</b>	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
<b>10-75</b>	<b>Field Representative/ Construction Manager</b>	<i>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. In the event that a Field Representative is not used by the Owner, the Owner or the Architect of Record (AOR) Professional may perform the functions of the Field Representative.</i>
<b>10-76</b>	<b>Final Acceptance</b>	<i>The formal written acceptance by the Owner of the completed work.</i>
<b>10-77</b>	<b>Final Completion</b>	<i>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 and/or Punch List elements have been corrected to the satisfaction of the Owner and Architect/Engineer. Where the contract requires that Contractor provide the Owner with spares or surplus material, provision of same in accordance with the Contract Documents shall be an additional requirement for Final Completion (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance).</i>
<b>10-78</b>	<b>Force Account</b>	<ul style="list-style-type: none"> <li>• Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</li> <li>• Owner Force Account - Work performed for the project by the Owner's employees.</li> </ul> <p><i>A method of payment measured by actual cost of the labor, materials, and equipment plus the contractual approved 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).</i></p>

<b>10-79</b>	<b>Force Majeure</b>	<i>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; nationwide 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. Changes in the market price of goods, materials, equipment, labor, or supplies shall not be considered an instance of Force Majeure, and Contractor's bid shall include all risks of market changes the price of such things. COVID-19 or any other catastrophic event shall not be considered a Force Majeure event.</i>
<b>10-80</b>	<b>Fragnet (fragmentary work)</b>	<i>A portion of an approved schedule network diagram that breaks down activities into shorter duration for greater detail used to show the potential effect of a delaying event submitted by the CONTRACTOR and approved by the Owner/AOR.</i>
<b>10-81</b>	<b>Full-sized Drawings</b>	<i>Minimum size drawings 42"x30".</i>
<b>10-82</b>	<b>Furnishing</b>	<i>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.</i>
<b>10-83</b>	<b>Green Building Practices</b>	<i>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.</i>
<b>10-84</b>	<b>Green Business Certification, Inc. (GBCI)</b>	<i>Organization that provides independent oversight of professional credentialing and project certification of LEED facilities.</i>
<b>10-85</b>	<b>Implementing Orders (IO)</b>	<i>Establishes specific Board of County Commissioner legislation or policies that fall under their authority, including fees departments charged to the public.</i>

		<i>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: <a href="https://www.miamidade.gov/global/policies/orders-search.page">https://www.miamidade.gov/global/policies/orders-search.page</a></i>
<b>10-86</b>	<b>Indirect Costs</b>	<i>Overhead.</i>
<b>10-87</b>	<b>Installation, Install or Installing</b>	<i>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.</i>
<b>10-88</b>	<b>Intention of Terms</b>	<i>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the <i>Owner Architect/Engineer</i> is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</i>
<b>10-89</b>	<b>LEED (Leadership in Energy and Environmental Design)</b>	<i>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.</i>
<b>10-90</b>	<b>LEED AP</b>	<i>A person(s) that is part of an independent third-party entity, a subcontractor to the Contractor, that is certified by the GBCI or successor entity in the specialty specified in the Contract Documents/Bids for this Project. The Builder, through the LEED AP, shall (1) assist the Owner in the Project LEED registration, application and certification process; (2) coordinate and otherwise guide the Contractor in the construction 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.</i>

<b>10-91</b>	<b>LEED Certification Documents</b>	<i>Reports, documents, or other supporting data required to apply for and obtain the desired LEED certification.</i>
<b>10-92</b>	<b>LEED Certification Plan</b>	<i>Plan developed by the LEED AP and the Contractor to develop and monitor the documentation required during 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.</i>
<b>10-93</b>	<b>LEED Status Report</b>	<i>A report produced by the LEED AP and submitted to the Owner no less than monthly to inform the Owner and other stakeholders in the Project on the status of the construction relative to earning LEED credit points for the Project.</i>
<b>10-94</b>	<b>Lessee</b>	<i>Any individual, partnership or corporation having a tenant relationship with the County.</i>
<b>10-95</b>	<b>Lighting</b>	<i>A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.</i>
<b>10-96</b>	<b>Limit of Work</b>	<i>Boundary within which the Work is to be performed.</i>
<b>10-97</b>	<b>Liquidated Damages</b>	<i>The amount that the Contractor accepts, as stipulated in the Contract Documents, which will be deducted from the Contract Sum for each calendar day of delay due to a Non-Excusable Delay. The Liquidated Damages set forth herein are compensation for the County's inability to timely put the project into service, the continued disruption of County functions, for impacts to the County's reputation, and other indirect damages which the parties agree are difficult to measure. (See Article 8 Contract Time Paragraph F. Liquidated Damages and Liquidated Indirect Costs).</i>
<b>10-98</b>	<b>Liquidated Indirect Costs Rate</b>	<i>The amount, stipulated in the Contract Documents, which will be added to the Contract Sum for each calendar day of delay due to a Compensable Delay. The Contractor accepts this sum as full compensation for the Contractor's and all its subcontractors', of any tier, for indirect costs, for each calendar 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).</i>
<b>10-99</b>	<b>Lump Sum Bid Item</b>	<i>A bid item in which quantity is not separately measured for payment in units but rather is based on the amount bid by the</i>

		<i>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.</i>
<b>10-100</b>	<b>Major and Minor Contract Items</b>	<i>A major contract item shall be any item that is listed in the (bid), the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.</i>
<b>10-101</b>	<b>Materials</b>	<i>Any substance specified for use in the construction of the contract work.</i>
<b>10-102</b>	<b>Miami-Dade County (MDC)</b>	<i>A political subdivision of the State of Florida, the Owner.</i>
<b>10-103</b>	<b>Miami-Dade County Code of Ordinances</b>	<i>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: <a href="https://library.municode.com/fl/miami-dade-county/codes/code_of_ordinances">https://library.municode.com/fl/miami - dade county/codes/code of ordinances</a></i>
<b>10-104</b>	<b>Milestone</b>	<i>A completion date as defined in the Contract Documents.</i>
<b>10-105</b>	<b>Mobilization and Engineering Schedule</b>	<i>A schedule prepared by the Contractor in Critical Path Method (CPM) format provided to the County to indicate the specific Contractor activities for the main mobilization and engineering period immediately after NTP, including Contractor submittals to the County for compliance review with the Contract Documents. This Schedule shall have considerable detail for the first 120 days after Notice-to-Proceed with less detail in the activities beyond the first 120 days. This schedule is to be submitted by the Contractor at Notice-to-Proceed for the Owner's review and approval. Approval of this schedule by the Owner shall be a pre-condition for the Owner's approval and payment of any Contractor payment requisition covering expenses incurred beyond the first 30 days after Notice-to-Proceed. Its purpose is to achieve an early common schedule basis for working coordination while the architecture, engineering, design and permitting, and mobilization activities are progressing to enable development of the Baseline Schedule - Final for the entire Project. This Mobilization and Engineering Schedule shall be the basis for development of the Baseline Schedule - Final.</i>

<b>10-106</b>	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
<b>10-107</b>	<b>Modified Total Cost Claim</b>	<i>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. Contractor agrees, as a condition of entering this Contract, that it has waived the right to bring any Modified Total Cost Claim against the County in the event Contractor asserts any claim for additional monies or additional contract time pursuant to this contract, without limitation.</i>
<b>10-108</b>	<b>Notice of Termination</b>	<i>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.</i>
<b>10-109</b>	<b>Notice to Proceed (NTP)</b>	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.  <i>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.</i>
<b>10-110</b>	<b>Aviation Energy and Resilience Office (AERO)</b>	<i>The Aviation Energy and Resilience Office (AERO) coordinates, on behalf of the Miami-Dade Aviation Department, compliance with applicable sustainability and resilience policies, including but not limited to the County's Sustainable Buildings Program and Sea Level Rise policies. The contractor is required to coordinate the implementation of sustainability and resilience goals for the project with AERO, including but not limited to LEED certification, ENVISION verification, and similar initiatives.</i>
<b>10-111</b>	<b>OOM</b>	<i>Office of the Mayor.</i>

<b>10-112</b>	<b>Overhead (Indirect Costs)</b>	<i>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.</i>
<b>10-113</b>	<b>Owner</b>	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is  <i>[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.]</i>
<b>10-114</b>	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
<b>10-115</b>	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.

<b>10-116</b>	<b>Payment and Performance Bond</b>	<i>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).</i>
<b>10-117</b>	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
<b>10-118</b>	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.  <i>See definition for Work.</i>
<b>10-119</b>	<b>Project Management Software</b>	<i>Commercially available software commonly used in the construction industry to facilitate the storing and sharing of information related to the Project such as, but not limited to, schedules, RFIs, progress photos, correspondence, minutes of meetings, change orders, Construction Document submittals, permits, submittal logs and other information that the Owner may require. The Builder shall keep all this information current and make it freely available with real-time access to the Owner and the Owner's representatives by providing free licenses for the duration of the Project. Common examples of this software include Procore and E-Builder.</i>
<b>10-120</b>	<b>Project Record Documents</b>	<i>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, including <u>As-Built Drawings</u> prepared by a Engineer or Architect licensed in the State of Florida who is not the AOR/EOR, and such other information as required by the Contract Documents and/or Architect/Engineer of Record (AOR/EOR) for all elements of the Work completed under the contract, including BIM deliverables under the approved BIM Execution Plan and the MDAD BIM Manual/Commissioning Plan. Final payment is conditional upon receipt and approval of the Project Record Drawings Documents.</i>

<b>10-121</b>	<b>Project Testing Laboratory</b>	<i>The laboratory(ies) employed by the CONTRACTOR to perform under the direction of the CONTRACTOR all quality control testing. The Owner shall have the option but not the obligation to hire an independent testing lab(s). The CONTRACTOR lab(s) shall coordinate their work with testing lab(s) that may be hired by the Owner.</i>
<b>10-122</b>	<b>Proper Invoice</b>	<i>An invoice which conforms with the present requirements of the County Department, the Contract Documents and Florida law.</i>
<b>10-123</b>	<b>(bid)</b>	<i>The written offer of the bidder (when submitted on the approved (bid) form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.</i>
<b>10-124</b>	<b>(bid) guaranty</b>	<i>The security furnished with a (bid) to guarantee that the bidder will enter into a contract if their own (bid) is accepted by the Owner.</i>
<b>10-125</b>	<b>Proposal Schedule</b>	<i>A schedule submitted by the Contractor with the Bid covering the entire Project in barchart format. This schedule shall be in sufficient detail to allow the Owner to determine the Builder's overall approach to the Project, including but not limited to: permitting, early construction packages, e.g., fast-track, long lead procurement items and major construction activities. The Owner shall have the right to require additional details in this schedule prior to starting contract negotiations.</i>
<b>10-126</b>	<b>Punch List</b>	<i>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.</i>
<b>10-127</b>	<b>Quality Assurance (QA)</b>	<i>Owner's responsibility to assure that construction work completed complies with specifications for payment.</i>
<b>10-128</b>	<b>Quality Assurance (QA) Inspector</b>	<i>An authorized representative of the Owner's Architect/Engineer assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.</i>
<b>10-129</b>	<b>Quality Assurance (QA) Laboratory</b>	<i>The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.</i>

<b>10-130</b>	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
<b>10-131</b>	<b>Resolution</b>	<i>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: <a href="http://www.miamidade.gov/govaction/searchleg.asp">http://www.miamidade.gov/govaction/searchleg.asp</a>. 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.</i>
<b>10-132</b>	<b>Right-of-Way</b>	<i>A term denoting land and property, and interests therein, owned or acquired by the Owner.</i>
<b>10-133</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
<b>10-134</b>	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
<b>10-135</b>	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
<b>10-136</b>	<b>Schedule of Values</b>	<i>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.</i>
<b>10-137</b>	<b>Schedules</b>	<i>All schedules delivered under the Contract including time schedules and schedule of values.</i>
<b>10-138</b>	<b>Shop Drawings</b>	<i>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. Shop Drawings are understood to be submitted for information purposes only, and the County's receipt of or acceptance of shop drawings shall not</i>

		<i>be deemed as the County agreeing that the selected materials will meet contract requirements or that the selected means and methods are appropriate; the Contractor shall at all times remain responsible for completion of the work in accordance with the contract documents, notwithstanding any approved shop drawings.</i>
<b>10-139</b>	<b>Site, Project Site, Work Site, Construction Site, Job Site</b>	<i>The location(s) at which the work under this Contract is to be accomplished, as shown in the Contract Documents.</i>
<b>10-140</b>	<b>Special Equipment or Machinery</b>	<i>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 of Record as necessary to complete the Project in an efficient and workmanlike manner. This equipment or machinery must be a requirement for the economic 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).</i>
<b>10-141</b>	<b>Special Provisions</b>	<i>Section of the Contract which includes specific contractual requirements not covered in the General Conditions that are specific to the Project.</i>
<b>10-142</b>	<b>Specifications</b>	<i>A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.</i>
<b>10-143</b>	<b>Sponsor</b>	<i>A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.</i>
<b>10-144</b>	<b>Structures</b>	<i>Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.</i>

<b>10-145</b>	<b>Subcontractor</b>	<i>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.</i>
<b>10-146</b>	<b>Subgrade</b>	The soil that forms the pavement foundation.
<b>10-147</b>	<b>Substantial Completion</b>	<i>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)</i>
<b>10-148</b>	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
<b>10-149</b>	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
<b>10-150</b>	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.  <i>The bonding company or companies furnishing the bonds required of a Bidder and of the Contractor.</i>
<b>10-151</b>	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
<b>10-152</b>	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

<b>10-153</b>	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
<b>10-154</b>	<b>Technical Specifications</b>	<i>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.</i>
<b>10-155</b>	<b>Temporary Construction Easement Line</b>	<i>A boundary which describes additional areas which may be made temporarily available for construction operations.</i>
<b>10-156</b>	<b>Time Contingency</b>	<i>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.</i>
<b>10-157</b>	<b>Total Cost Claim</b>	<i>An approach for calculating claimed costs by the Contractor not allowed under this Contract calculated as the difference between the actual cost of the entire project and the original Award amount of the Contract. Contractor agrees, as a condition of entering into this Contract, that it has waived the right to bring any Total Cost Claim against the County in the event Contractor asserts any claim for additional monies or additional contract time pursuant to this contract, without limitation.</i>

<b>10-158</b>	<b>Unit Prices</b>	<i>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.</i>
<b>10-159</b>	<b>Work</b>	<p>The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.</p> <p><i>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.</i></p>
<b>10-160</b>	<b>Work Order</b>	<i>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.</i>
<b>10-161</b>	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

**END OF SECTION 10**

## Section 20 (*Bid*) Requirements and Conditions

### 20-01 Advertisement (Notice to Bidders). [

#### **a. Scope Description**

*Miami-Dade County, as represented by Miami-Dade Aviation Department ("MDAD") requires services of a highly qualified General Contractor to provide comprehensive construction services for the extension and reconfiguration of Taxiway C, the construction of a new Taxiway D, the development of a new service road, and the installation of a 25,000-gallon Oil-Water Separator (OWS) at Miami Executive Airport (TMB). This project is critical to enhancing airfield capacity, improving operational efficiency, and ensuring environmental compliance by optimizing taxiing routes, improving vehicle access, and minimizing environmental impacts. To ensure minimal disruption to airport operations, the work will be executed in six (6) main phases.*

*The awarded Contractor responsibilities will include, but are not limited to:*

- Project management and coordination;*
- Mobilization and Maintenance of Aircraft Operating Area Traffic (MOT);*
- Air, water, soil pollution and erosion control;*
- Airside closure and night work;*
- Demolition of paving;*
- Demolition of existing storm drainage;*
- Earthwork;*
- New taxiway and shoulder paving;*
- New service road paving;*
- New storm drain catch basins;*
- New class V and class 53 storm drain piping;*
- New trench drain system;*
- New 25,000-gallon Oil-Water Separator (OWS);*
- Pavement painting-temporary and final (reflective and non-reflective);*
- New sodding;*
- New taxi lane lighting;*
- New duct bank;*
- New electrical manhole;*
- New airport lighting cable;*
- New airfield guidance sign with concrete base;*
- CCTV cameras;*
- New fiber optic cabling system;*
- On-site supervision and labor;*
- Procurement of materials, tools, and equipment;*
- Management of trade subcontractors;*
- Obtaining necessary permits, licenses, and regulatory approvals;*
- Ensuring compliance with all environmental and safety regulations; and*
- Providing warranties and delivering a fully operational system. ]*

**b. Licensing Requirements.** *A Bidder must hold at the time its bid is submitted:*

1. *A General Contractor License is required.*
  - i. *The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or*
  - ii. *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.*
2. *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 Article at the time this bid is submitted, shall render the Bid non-responsive.*

- c. ***Bid Documents.*** *All MIA construction, design, building plans, as-builts, blueprints, schematic drawings, and diagrams, whether in draft or final format, must be protected from public release and labeled For Official Use Only (FOUO) and shall not be posted on the internet/MIA website. As such all technical specifications, drawings related to this project shall be obtained as follows: To obtain the documents, Bidder must submit the completed **Form C – Technical Support External Document Request Form and the executed Department of Homeland Security Non-Disclosure Agreement along with a copy of the requestors Driver’s License or Passport number, and their respective date of birth** to Rose Sanon at [rsanon@flymia.com](mailto:rsanon@flymia.com). Only an approved name submitted by Bidder will be provided with the Reference Documents via a link. The County shall be the sole approver of any request related to this paragraph.*

*At the time of bid submission, each Bidder must complete the **Affidavit Regarding Distribution of Miami-Dade Aviation Department (MDAD) Confidential Documents**, confirming that all subcontractors have executed Non-Disclosure Agreements (NDAs).*

*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.*

- d. ***PRE-BID CONFERENCE (Non-Mandatory but Highly Recommended)***

*The Miami-Dade Aviation Department will hold a Highly Recommended Pre-Bid Conference, on February 26, 2026, at 9:00 am at Miami Executive Airport (TMB), located at 12800 SW 145th Avenue, Miami, Florida 33186; Conference Room S1, TMB\_B507, for all interested parties. 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) 869-1859 or [Mparada-pla@flymia.com](mailto:Mparada-pla@flymia.com).

1. **SITE VISIT.** *The Site Visit will be held following the Pre-Bid Conference at 10:00 am. The Site Visit is restricted to a maximum of four (4) representatives per Contractor. Any person visiting the Ramp level must hold an 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. The following are required to be approved to participate:*
  - i. *Liability Waiver Requests to participate in the Site Visit should be sent via email before February 23, 2026, to the County's Procurement Contracting Officer (email: [rsanon@flymia.com](mailto:rsanon@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: Name(s) of the individual(s) and Company participating in the Site Visit.*
  - ii. *Liability Waiver*

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

#### **20-02 Qualification of bidders.**

*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.*

**20-03 Contents of Bid Documents.** The Owner's *Bid Documents* state the location and description of the proposed construction; the place, date, and time of opening of the (*bid*)s; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The *Bid Documents* states the time in which the work must be completed, and the amount of the *Bid* guaranty that must accompany the *Bid*. The Owner will accept only those *Bids* properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a *Bid* irregular are given in paragraph 20-09 *Irregular (Bid)s*.

[ Mobilization is limited to [ 10 ] percent of the total project cost. ]

#### **20-04 Not Used.**

**20-05 Interpretation of estimated (*bid*) quantities.** An estimate of quantities of work to be done and materials to be furnished under *this Contract, shown on the Bid Form, Table A "Schedule of Bid Price" Section, are to be considered as approximate and are only to be used for the comparison of Bids received.* It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of (*bid*)s and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the *bid*, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a (*bid*) shall be prima facie evidence that the

bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

1. *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.*
2. *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. **Written Objections and Rights of Protest:** *Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a bid protest, unless it was brought by that bidder to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person of the County department that issued the solicitation document, at least two (2) work days (not less than 48 hours) prior to the hour of bid opening or proposal submission. This allows the issuing department the opportunity to consider, and to resolve or clarify in a timely fashion, through the issuance of an addendum, any such matter that is apparent on the face of the solicitation document, including but not limited to ambiguities or inconsistencies within the document.*

[ Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner. ]

**20-07 Preparation of (bid).** The bidder shall submit their (bid) on the forms furnished by the Owner. All blank spaces in the (bid) forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in numerals which they propose for each pay item furnished in the (bid).

The bidder shall correctly sign the (bid) in ink. If the (bid) is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the (bid) shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a (bid) as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

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

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

- c. **Certification of Offeror Regarding Debarment.** *By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.*
- d. **Certification of Lower Tier Contractor Regarding Debarment.** *The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:*

- 1. Checking the System for Award Management at website: <http://www.sam.gov>.*
- 2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.*
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.*

*If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.*

- e. **Certification Regarding Lobbying.** *The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:*
- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

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

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

- f. **Certification Regarding Domestic Preferences.** *The Bidder or Contractor certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.*

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

*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 on the Bid Form, Table A "Schedule of Bid Price" Section, or as modified by addendum.*

**20-09 Irregular (bids).** (Bids) shall be considered irregular for the following reasons:

- a. If the *Bid* is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the *bid* form is detached.
- b. *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.*
- c. If the *Bid* does not contain a unit price for each pay item listed in the (*bid*), except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. *Submission of an unbalanced bid in which the prices for some items are out of proportion to the prices bid for other items.*
- e. If the *bid* is not accompanied by the *Bid Guaranty* specified by the Owner.
- f. *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.*
- g. *Bids which are not responsive to the Bid Documents shall be rejected by the County.*
- h. *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.*
- i. *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.*

*j. Previous participation in collusive bidding on work for the County.*

*k. Submission of more than one Bid for the same Work by an individual, firm, partnership or corporation under the same or different names.*

*l. Evidence of collusion among Bidders.*

*m. Previous participation in collusive bidding on work for the County.*

*n. 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.*

*o. Lack of capability as shown by past performance of Bidder's work for the County, judged from the standpoint of workmanship and progress.*

*p. 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.*

*q. 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.*

The Owner reserves the right to reject any irregular (*bid*) and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid (guaranty).** *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.*

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

*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 guarantee 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.*

**20-11 Delivery of (bid) .** *Sealed Bids for the Project will be received for and on behalf of Miami-Dade-County Aviation Department, Procurement & Materials Management Division, 4331 N.W. 22nd Street, Building 3040, Miami, Florida 33122 until 2:00 P.M. EST on March 26, 2026 or as modified by addendum, at which time all Bids will be 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 (bid) 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.*

**20-12 Withdrawal or revision of (bids).**

*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.*

**20-13 Public opening of (bids).** *(Bids) shall be opened, and read, publicly at the time and place specified in the advertisement or as modified via an Addendum. Bidders, their authorized agents, and other interested persons are invited to attend. (Bids) that have been withdrawn (by written request) or received after the time specified for opening bids shall be returned to the bidder unopened.*

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one **(bid)** from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. *If the bidder is considered to be “irregular” for any reason specified in paragraph 20-09, Irregular Bids, of this section.*

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the *Procurement Contracting Officer of this project via email, [rsanon@flymia.com](mailto:rsanon@flymia.com)*. A bidder that has doubt as to the true meaning of a project requirement may submit to the *Procurement Contracting Officer* a written request for interpretation prior to bid opening.

Any interpretation of the project bid documents by the *Procurement Contracting Officer* will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

**20-16 Addenda – Changes while bidding.** *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.*

*All questions shall be in writing and shall be directed to the Procurement Contracting Officer, Rose Sanon (email: [rsanon@flymia.com](mailto:rsanon@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.

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.

**20-17 Bid Subject to the following additional provisions among others.**

- a. *Davis Bacon Act is applicable.*
- b. *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.*
- c. *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 Procurement Contracting Officer, as published by the Office of the Mayor Small Business Development (SBD) 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.*
- d. *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.*
- e. *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.*
- f. *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 Strategic Procurement Department, 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. 1st Street, 13th Floor, Miami, Florida 33128, (305) 375-5773.*

- g. *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 no businesses will be discriminated against on the grounds of race, color, national origin, creed, sex, age, or disability in consideration for an award.*
- h. *By submitting a bid or otherwise entering into, a contract under this Solicitation, the Bidder affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Bidder further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Bidder is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Bidder; or c) the Bidder is organized under the laws of or has its principal place of business in a foreign country of concern as set forth in Paragraphs 2(a)-(c) of Section 287.138, F.S.*
- This affirmation by the Bidder shall be in the form attached to this Solicitation as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit.*
- i. *By entering into, amending, or renewing a contract under this bid, the Bidder affirms that it does not use coercion for labor or services and complies with the provisions of Section 787.06, Florida Statutes ("F.S."), Human Trafficking. This attestation by the Bidder shall be in the form attached to this Solicitation as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit.*
- j. **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 Strategic Procurement Department, to be maintained with the bidder's 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.*
- k. **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.*
- l. **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.*

- m. **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.*
- n. **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.*
- o. **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.*
- p. **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.*

- q. **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.
- r. **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.
- s. **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.
- t. **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).
- u. **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.
- v. **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@miamidadegov](mailto:ethics@miamidadegov) if you have any questions or require clarifications associated with the County's lobbying registration process and/or requirements.*

- w. 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.
- x. **Scrutinized Companies for Activities in the Iran Terrorism Sectors List:** The successful bidder shall submit, as a condition of award, an executed Scrutinized Companies with Activities in the Iran Terrorism Sectors 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 Terrorism Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.*

- y. **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, EDMUNDO PORTA (305) 876-0933; EPORTA@FLYMIA.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.***

- z. **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.*

- aa. **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.*
- bb. **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.*
- cc. **Davis Bacon Act:** *Bidders are advised that the provisions pertaining to Davis Bacon Act will apply to any contract awarded pursuant to this bid. Refer to Exhibit 2 for further information regarding this Act.*
- dd. **Florida Sales Tax.** *All Work under this Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on Sales, Use and Other Transactions, as amended, and the Bidder shall be responsible for determining its liability thereunder, shall make payment therefor, and the cost therefor shall be deemed included in the bid price.*

**20-18 Subcontracting related provisions among others.**

- a. **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.*
- b. **Subcontracting Policies:** *All successful Bidders 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 to provide a detailed statement of their policies and procedures for awarding subcontracts which:*
1. *notifies the broadest number of local Subcontractors of the opportunity to be awarded a subcontract;*
  2. *invites local Subcontractors to submit bids in a practical, expedient way;*
  3. *provides local Subcontractors access to information necessary to prepare and formulate a subcontracting bid;*
  4. *allows local Subcontractors to meet with appropriate personnel of the bidder to discuss the bidders requirements; and*
  5. *awards subcontracts based on full and complete consideration of all submitted (bid)s and in accordance with the bidder's stated objectives.*
- c. **Subcontracting Policies and Procedures.** *All Bidders seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Bidders who fail to provide the required statement shall preclude the bidder/respondent from receiving the Contract.*
- d. **Subcontractor Listing:** *In accordance with Miami-Dade County Code Section 10-34 all successful bidders on County construction contracts which involve the expenditure of \$100,000 or more and all bidders 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 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.*

- e. 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 Office of the Mayor Small Business Development (SBD), 111 NW 1st Street, 19th 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. Small Business Development, a unit of the Office of the Mayor 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.*
- f. 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.*

**20-19 FAA BUY AMERICAN PREFERENCE.** *The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.*

*The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.*

*The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious*

---

<sup>1</sup> *Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.*

materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

**20-20 Bid Checklist.** 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:

<b>Item</b>	<b>Required Document</b>
<i>a</i>	<i>Bid Form</i>
<i>b</i>	<i>Single Execution Affidavit</i>
<i>b1</i>	<i>Public Entity Crimes Affidavit</i>
<i>b2</i>	<i>Criminal Record Affidavit</i>
<i>b3</i>	<i>Florida Trench Safety Act Affidavit</i>
<i>b4</i>	<i>Trade Restriction Certification</i>
<i>b5</i>	<i>Contractor Due Diligence</i>
<i>b6</i>	<i>Fair Subcontracting Policies</i>
<i>b7</i>	<i>Non-Collusion Affidavit</i>
<i>b8</i>	<i>Scrutinized Companies (Sudan)</i>
<i>c</i>	<i>Certificate of Status / Fictitious Name</i>
<i>d</i>	<i>Foreign Countries of Concern Affidavit</i>
<i>e</i>	<i>Human Trafficking Affidavit</i>
<i>f</i>	<i>MDAD Confidential Documents Affidavit</i>
<i>g</i>	<i>FAA Buy American – Construction</i>
<i>h</i>	<i>Tax Delinquency &amp; Felony Certification</i>
<i>i</i>	<i>Bid Guaranty</i>

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. Advertisement for Bids*
- b. Instructions to Bidders*
- c. Contract Summary, Bid Form and all Bid Submittal data.*
- d. Davis Bacon Act*
- 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, including all allowances)*
- g. General Conditions*
- h. Special Provisions*
- i. Division I*

- j. Technical Specifications*
- k. Contract Plans*
- l. All Addenda*

**END OF SECTION 20**

Page Intentionally Blank

### Section 30 Award and Execution of Contract

**30-01 Consideration of (Bids).** After the (*bid*)s are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the (*bid*) by the unit bid prices-

Until the award of a contract is made, the Owner reserves the right to reject a bidder's (*bid*) for any of the following reasons:

a. If the (*bid*) is irregular as specified in Section 20, paragraph 20-09, *Irregular (Bids)*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all (*bid*)s, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new (*bid*)s; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

#### **30-02 Award of contract. [**

- a. *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 on the Bid Form, Table A "Schedule of Bid Price" Section, or as modified by addendum.*
- b. *The summation of the Items on the Bid Form, Table A "Schedule of Bid Price" Section or as modified by addendum, will be obtained by multiplying the estimated quantities by the unit bid prices entered therein, and each resulting total price per each unit cost line summed, then added together with lump sum bid prices, if any; the sum of these lines, will be considered as the total amount bid. The calculation will be conducted by Miami-Dade County. Failure to list a unit price on any of Items on the Bid Form, Table A "Schedule of Bid Price" Section, or as modified by addendum, shall be deemed to be a bid of zero dollars (\$0) for that item number.*
- c. *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.*
- d. *The County reserves the right to negotiate lower prices with the low bidder, provided that the scope of work of this solicitation remains the same.*
- e. *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.*
- f. *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.*

- g. *The Parties recognize and agree that circumstances outside the fault or control of either party may occur between the bid date and the award of the Contract that may cause pricing to be subject to rapid and unpredictable changes. The Parties agree it is in the best interest of the County to avoid paying estimated and potentially overstated amounts as well as for the County to take advantage of potential price improvements given the potential for pricing changes. As a result, the County and Contractor agree as follows:*

1. *This provision shall apply only to the period between 181 calendar days after the (bid) submittal date (after the bid bond expiration) and the award of the contract. The Contractor shall be responsible for all cost escalation risks between the (bid) due date and 180 calendar days after the bid due date. The contract amount, as awarded, shall be deemed to be full compensation for any escalation that may have occurred prior to the award of the Contract.*

2. *All risks of any further cost escalation after award of the contract shall be assigned to the Contractor, and no requests for adjustment of escalation costs shall be entertained after award of the contract.*

3. *The Contractor shall be entitled to a one-time price adjustment for cost escalation between 181 calendar days (after the bid bond expiration) and the award of the contract. Such adjustment shall be based on escalation of the ENR (Engineering News Record) BCI (Building Cost Index), using a simple percentage method. Calculations shall be made by dividing the current month and year index value at award by the value of the index for the month and year for the date of 181 calendar days after the bid due date.*

*i) The single price adjustment will be as of the date of award of the contract only when the current BCI value varies by more than 5% from the BCI prevailing in the month when the bids were received and for the marginal escalation in excess of 5% of BCI, and without an increase in profit and overhead.*

*ii) The County may audit the Contractor's records related to adjustments made under this provision, and the Contractor agrees that the payments contemplated herein are subject to the Audit provisions set forth in the Agreement.*

*iii) Price adjustments up or down are to be passed to those subcontractors that purchase the materials.]*

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of *(bid)* guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of *(bid)* guaranty.** All *(bid)* guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of (bid)s*. *(Bid)* guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's *(bid)* guaranty will be returned. The successful bidder's *(bid)* guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner (*Performance and Payment Bonds*) that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the (*Performance and Payment Bonds*) shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be (*Total Maximum Contract Amount, including all allowances*).

*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.*

a. *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.*

I. *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:*

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

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:*

I. *Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.*

II. *Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and*

III. *Providing a copy of the currently valid Certificate of Authority issued by the United States Department of 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.*

**30-06 Execution of contract.** The successful bidder shall sign (execute) (and deliver to the County the executed Contract Summary and respective Condition of Award Requirements), along with the fully executed surety (Performance Bond and Payment Bond) specified in paragraph 30-05, Requirements of Contract Bonds, of this section, within [ 15 ] calendar days from the date of Notice of Award presented to the successful bidder. 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.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's (bid) and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, Execution of Contract, of

this section shall be just cause for cancellation of the award and forfeiture of the (*bid*) guaranty, not as a penalty, but as liquidated damages to the Owner.

**30-09 Debarment of Contractors.** *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.*

*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.*

*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.*

*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.*

*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 through fraud, misrepresentation, or material misstatement.*

**30-10 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.*

#### END OF SECTION 30

Page Intentionally Blank

## Section 40 Scope of Work

### 40-01 Intent of contract.

- 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 Owner's 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 be considered 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. To the extent provided by or in the possession of the County, subsurface reports, soil borings, and as-builts are solely for the Contractors consideration and use, and the County does not represent that such materials accurately reflect the conditions of 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: Unless otherwise provided for in the Special Provisions or required by law, the order of precedence of the Contract Documents will be as follows:
  - 1) Change Orders to the Contract*
  - 2) Notice to Proceed*
  - 3) Contract*
  - 4) Addenda*
  - 5) Special Provisions*
  - 6) General Conditions*
  - 7) Referenced Codes and Standards*
  - 8) Technical Specifications*
  - 9) Contract Drawings*
  - 10) Guarantees*
  - 11) Instructions to Bidders*
  - 12) Invitation to Bid*
  - 13) Other documents**
- i. In case of differences between small- and large-scale drawings, the drawings showing greater detail shall govern. The Owner's determination of the more detailed shall control and be binding on the contractor, without limitation, and the Contractor's compliance with this determination shall not be considered as Extra Work. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any scaled dimensions on drawings and the figures written thereon, the figures shall govern over the scaled dimensions unless otherwise indicated.*
- j. 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 stop 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 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 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 either by Change order, except that deviations with respect to line items may be paid for via Work Order, to the extent funds are available in the Allowance Account or applicable dedicated Allowance Account.*
- q. All Requests for Information by the Contractor shall be submitted to the Architect or Engineer, with a copy to the Owner, shall be in writing, shall specify, to the maximum extent possible, the particular sheet, page, or section for which the Contractor is requesting information, and shall identify with the maximum specificity possible the ambiguity or uncertainty which the Contractor claims exists.*

#### **40-02 Alteration of work and quantities.**

- a. 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 Owner's Architect/Engineer's estimated quantity in the Bid Form.*
- b. If the actual quantity of Bid Item varies from the Owner's 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 Owner's 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 renegotiated shall be only for that quantity above 125 percent or below 75 percent of the original bid quantities.*

- c. The Contractor shall submit to the Owner's 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.*
- d. No compensation will be made in any case for loss of anticipatory profits, loss of bonding capacity or consequential damages.*
- e. 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.*

**40-03 Omitted items.** The Owner, the Owner's (Architect/Engineer) may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** *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:*

- 1. Scope of work to be added, deleted, or modified.*
- 2. Cost of work to be added, deleted, or modified.*
- 3. 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.*
- 4. Full release of claims associated with the Contract through the date of the change order, or, if the Owner and Contractor cannot agree on entitlement to a claim, a reservation of the specific claims at issue; such reservation must, to be effective: identify each specific claim reserved, the scope of the work, the maximum cost of the work associated with the claim, and the maximum number of days of Contract time requested.*

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

- 1. Scope of work to be added, deleted, or modified.*
- 2. Cost of work to be added, deleted, or modified.*
- 3. The Contract time extension required to perform the work to be added, deleted, or modified.*

4. *Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.*
- b. *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.*
1. *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. 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:*
    - i. *Between one (1) day and seven (7) days, use the daily rate.*
    - ii. *Between seven (7) days and 30 days, use the weekly rate.*
    - iii. *Greater than 30 days, use the monthly rate.*
  2. *For less than one (1) day hourly rates, use the daily rate divided by eight (8).*
  3. *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.*
  4. *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.*
  5. *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.*
  6. *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 for indirect costs, the Contractor shall be allowed a percentage mark-up as set forth in Section 50-16.*

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the *(Architect/Engineer)* shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the *(Architect/Engineer)* in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Not Used**

**40-08 Cleaning Up and Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

*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 Architect/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 Architect/Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Architect/Engineer may employ such labor and equipment as he may deem necessary for the purpose, 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 and per the requirements stipulated in 017423.*

**40-09 Prosecution of Work**

- a. *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.*
- b. *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.*
- c. *The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise expressly allowed in the Plans and Specifications, or otherwise expressly approved in writing by the Owner 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. 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.*
- d. *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.*

- e. *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 by the Florida State Apprenticeship Advisory Council.*

#### **40-10 Meetings**

- a. *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.*
- b. *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 Contractor shall be responsible for generating and distributing meeting minutes for all such meetings. Notwithstanding, the Owner may generate and disseminate supplemental meeting minutes, as may be necessary in the owner's discretion.*

#### **40-11 Differing Site Conditions**

- a. *The Contractor shall immediately, upon discovery and before such conditions are further 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.*
- b. *The Architect/Engineer will promptly investigate the conditions, and if such conditions materially differ from those warranted by the County, and if same 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.*
- c. *No claim of the Contractor under this article will be allowed unless the Contractor has given the notice required in the Contract Documents.*

- d. *No claim by the Contractor for a Contract change hereunder will be allowed if asserted after final payment under this Contract.*
- e. *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.*

#### **40-12 Coordination and Access**

- a. *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 Owner, or, if authorized in writing by the Owner, the Architect/Engineer shall have the authority to resolve conflicts related to coordination between Contractors.*
- b. *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.*
- c. *Utility companies, railroads, municipal agencies, and County tenants/lessees having facilities within the limits of the Work shall always have access to their facilities for operations, inspection, and repair.*
- d. *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 and restoration of such lands at their own expense.*
- e. *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 Owner, or, if directed in writing by the Owner, the Architect/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 herein.*

**40-13 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.*

#### **40-14 Interference With Existing Utilities**

- a. *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.*
- b. *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 or other non-observable 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.*
- c. *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.*

#### **40-15 Protection of Existing Facilities, Vegetation, Structures, Utilities, and Improvements**

- a. *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.*
- b. *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.*
- c. *At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expenses, 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.*

1. *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 appurtenance 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.*
2. *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.*
- d. *The Contractor shall comply with the latest version of the Florida Building Code, Florida Fire Prevention Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.*
- e. *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 provision 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.*
- f. *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.*

#### **40-16 Emergencies**

- a. *In an emergency affecting the safety of life, the work, or adjacent property, the Contractor shall notify the Owner, the Field Representative, or the Architect/Engineer as early as possible that an emergency exists. In the meantime, without special instruction 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 Owner, the Field*

*Representative, or the Architect/Engineer may issue instruction, which the Contractor shall follow. Contractor shall present any claims for compensation for emergency work under this section as claims for Extra Work; however, the Contract shall not be entitled to claim Extra Work for if the Contractor did not cause or contribute to the occurrence of the emergency via its actions or omissions.*

- b. For purposes of this article, an emergency is defined as an act or event that has occurred or may imminently occur, and which is 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.*

#### **40-17 Accident Prevention**

- a. 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:
  - 1. All persons on the Site or who may be affected by the Work.*
  - 2. 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.**
- b. 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.*
- c. 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.*
- d. 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.*
- e. When the Contract involves work on a plant, pump station or other site or restricted area, the Contractor shall comply with the Owner's Process Safety Management Plan, or other safety management plan or Operation Directives as may be promulgated by Owner prior to the commencement of the work and shall instruct their personnel as required by that plan.*

#### **40-18 Changes.**

- a. 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:
  - 1. In the Contract Documents.*
  - 2. In the method or manner of performance of the Work.**

3. *In Owner-furnished facilities, equipment, materials, services, or site or.*
4. *Directing acceleration in performance of the Work.*

*The Owner may authorize, via Allowance Account Work Order, Extra Work which does not change any provision of the General Covenants and Conditions or the Contract Documents, if the value of such work is less than the value remaining in the applicable Allowance Account and/or Time Contingency Account.*

- b. *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.*

*Changes in the work may be initiated by the issuance of a Change Notice by the Architect/Engineer. The Contractor shall submit a (bid) to the Architect/Engineer and the Owner for their review, in accordance with the Contract Documents, within five days after receipt of a Change Notice. The Contractor shall maintain this (bid) 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.*

- c. *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 dispute 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. 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.*
- d. *The following mark-ups on Extra Work shall apply to all changes in the Work performed under this article:*

1. *For Extra Work performed by the Contractor's own forces, the Contractor agrees that proposed cost to perform said Extra Work will in no event include a rate for total overhead in excess of 20 percent of the actual costs of the Extra Work.*
2. *For Extra Work performed by a subcontractor's forces, the Contractor agrees that the overhead, for each sub-contractor(s), sub-subcontractor(s), and suppliers, shall not exceed 15% of the total of all sub-contractor's actual direct costs of the Extra Work. 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 subcontractor(s) Extra Work at all tiers.*

- e. *Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner and approved by the Board of County Commissioners; where the Board of County Commissioners has delegated via Ordinance*

- authority to County Staff to execute change orders, such change orders are subject to ratification by the Board of County Commissioners as described in such ordinance. BCC. 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 defined by the Owner and shall also be subject to BCC approval when the decrease results from a reduction in the scope of the work.*
- f. 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.*
  - g. 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.*
  - h. Any claim for payment of Extra Work that is not covered by a Change Order or Work Order will be rejected by the Owner.*

#### **40-19 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)."*
- 2) 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: Owner directed changes in the work, unforeseen conditions (if compensation for same is otherwise allowed under the contract), revised regulatory requirements, work required by any Authority Having Jurisdiction (if not required due to errors or omissions of the Contractor), 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. 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. 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.*

**40-20 Contractor Proposals – General.** *The Contractor may at any time submit to the Architect/Engineer for review proposed modifications to the Work, 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.*

**END OF SECTION 40**

## Section 50 Control of Work

### 50-01 Authority of the (Architect/Engineer).

- 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 Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract.*
- c. *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.*
- d. *Subject to concurrence by the Owner, the Architect/Engineer 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 discovers any work in progress or completed that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer will not be paid for, nor shall any work associated to remove, remediate, or correct such non-conforming work be considered Extra 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. The Contractor shall not request or attempt to require the Architect/Engineer 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.*
- e. *The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.*
- f. *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.*
- g. *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.*
- h. *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.*

- i. *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.*
- j. *Inspectors may additionally be employed by the Owner or the Architect/Engineer. Inspectors 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 Engineer. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness. If authorized in writing by the Owner, the Field Representative and/or Architect/Engineer will administer the Contract, and the orders of the Owner are to be given through the Field Representative and/or Architect/Engineer. The Field Representative and/or Architect/Engineer shall make initial determinations as to the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract, subject to review and approval by the Owner.*
- k. *The Field Representative may 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. Owner reserves the right to observe the work via its own employees, Field Representatives, Inspectors, or the Architect/Engineer.*
- l. *Upon discovery, the Field Representative shall call the Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.*
- m. *When any work in progress or completed does not meet the requirements of the Contract Documents, the Field Representative shall have the authority to order the Contractor to shut down that portion of the work affected until the affected work is corrected to the satisfaction of the Field Representative. The Field Representative shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representative's order to shut down will not be accepted or paid for. The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract. If authorized in writing by the Owner, the Field Representative will negotiate and act on behalf of the Owner to the authorized limits of his authority as specified in the Contract Documents. Whenever the Contractor intends to build, assemble, or perform any portions of the Work away from the site, the Contractor shall promptly notify the 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 Owner, Field Representative and/or the Architect/Engineer so that the aforementioned portions of the Work may be inspected as needed.*
- n. *The fact that the Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Field Representative from subsequently rejecting said materials or work and does not relieve the Contractor of his responsibility to meet the requirements of the Contract Documents.*
- o. *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.*
- p. *The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and methods employed by the Contractor or his subcontractors and shall not relieve the*

*Contractor from any of his responsibilities or obligations under the Contract; the Contractor shall not request or attempt to require the Field Representative to undertake such supervisory control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.*

- q. *If authorized in writing by the Owner, the Field Representative shall decide all questions relating to the rights of different prime contractors on the Project or site.*

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the *(Architect/Engineer)* finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the *(Architect/Engineer)* will advise the Owner of their determination that the affected work be accepted and remain in place. The *(Architect/Engineer)* will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

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

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the *(Architect/Engineer)*'s responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the *(Architect/Engineer)*'s opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the *(Architect/Engineer)* with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The *(Architect/Engineer)* will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. 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 case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the (*Architect/Engineer*) for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions.** [*Contract Summary and Special Provisions are attached as Exhibit I*]

**50-05 Cooperation of 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.*
- e. *If requested by the Owner, the Contractor will obtain written confirmation from impacted subcontractors agreeing to work within the timeframes specified in the Contractor's schedule as a condition of acceptance.*
- f. *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 and to execute the order or directions of the Field Representative or Architect/Engineer, 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. The superintendent shall be responsible for keeping written daily logs of the work on the project.*
- g. *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.*

- h. 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.*
- i. 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.*
- j. 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.*
- k. The Contractor shall notify the Owner of any changes of key personnel and all replacement personnel prior to assigning them to the jobsite.*

**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

*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.*

- 1. 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 furnished 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 furnished by the Engineer of Record shall be verified by the Contractor's surveyor.*

2. *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. On-plant-site Projects, the Engineer of Record shall furnish the Contractor with three horizontal and vertical controls.*
3. *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.*

**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the (*Architect/Engineer*) for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The (*Architect/Engineer*) shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the (*Architect/Engineer*) 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 specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the (*Architect/Engineer*) of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the (*Architect/Engineer*) may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.**

- a. *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.*

- b. *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.*
- c. *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.*
- d. *No deviation from the approved Plans/Specifications shall be permitted unless (1) the Contractor has submitted an RFI requesting the deviation, and (2) the Contractor has prior written approval of the Architect/Engineer and/or Owner. Written approval shall be by Work Order or Change Order, s) shall be documented to the extent required by, and shall otherwise comply with the requirements of, the Contract Documents.*

#### **50-11 Load restrictions.**

*The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.*

*The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions for any damage caused by the Contractor's equipment and personnel.*

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the (Architect/Engineer) shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the (Architect/Engineer)'s notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

#### **50-14 Partial acceptance.**

- a. *The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved:*
1. *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 "Temporary 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).*
  2. *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.*
  3. *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.*
  4. *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.*
- b. *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.*
- c. *If any of the conditions listed in this article are not met and the Work has not been completed, or the Owner 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.*
- d. *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, to remove such work from the Contract, in which case the value of the work, as measured by the Owners' cost to have such work performed by others, shall be deducted from Contractor's final payment, whether or not the Owner causes such work to be performed. In the event that the Owner chooses to remove such work, 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.*

**50-15 Final acceptance.** *When the Owner or Architect/Engineer considers all Work indicated on the Punch List to be complete, the Contractor shall submit written certification that:*

- 1. Work has been inspected for the compliance with the Contract Documents.*
  - 2. 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.*
  - 3. Work is completed and ready for Final Inspection.*
- a. 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.*
  - b. 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.*
  - c. Prior to Final Acceptance, the Contractor shall deliver to the Field Representative complete As-Built 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.*
  - d. 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.*
  - e. 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.*
  - f. 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.*

**50-16 Claims for adjustment and disputes.**

**a. Notice of Claims**

- 1. The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Owner, the happening of any event or occurrence, or any other cause, unless he shall have given the Architect/Engineer a written notice of claim therefore as specified in this article.*

2. *The Contractor shall provide immediate verbal notification with written confirmation within 48 hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.*
3. *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 at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.*
4. *The notice requirements of this article are in addition to those required in other articles of these Contract Documents.*
5. *The Contractor shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the Contractor has multiple claims, the Contractor will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the Owner's rejection of the claim. No "total cost claims" shall be allowed under this Contract.*
6. *The Contractor must maintain a cost accounting system as a condition for making a claim against the Owner. The cost accounting system must 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.*
7. *If the Owner decides to pay 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.*
8. *Inasmuch as the notice of claim requirements of this article are intended to enable the Architect/Engineer to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Owner. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Contractor submits with his claim proof showing that the Owner has not been prejudiced by the Contractor's failure to so comply and, in the event the Owner has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Owner will reduce any equitable adjustment claimed by the Contractor to reflect the damage.*

**b. Claim Submittals**

1. *Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Owner to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment, or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.*
2. *The Owner will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Architect/Engineer, such further information and*

*details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.*

3. *Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.*
4. *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:*
  - i. *The claim is made in good faith;*
  - ii. *The claim's supporting data is accurate and complete to the best of the person's knowledge and belief.*
  - iii. *The amount of the claim accurately reflects the amount that the claimant believes is due from the Owner; and*
  - iv. *The certifying person is duly authorized by the claimant to certify the claim.*
5. *In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Owner, submit, in triplicate, the following information (schedule information shall be provided in electronic format with all logic visible):*
6. *Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.*
7. *The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.*
8. *The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.*
9. *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.*
10. *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.*
11. *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.*
12. *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 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 and 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).*

13. *All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.*
14. *Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include 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.*
15. *The documentation for budgeted cost shall, as a minimum, include:*
  - i. *Copies of all the Contractor's bid documents, bid quotes, emailed quotes etc.*
  - ii. *Copies of all executed subcontracts.*
  - iii. *Other related budget documents as requested by the Architect/Engineer.*
  - k. *The documentation for actual cost shall, as a minimum, include:*
    - i. *Time Sheets.*
    - ii. *Materials invoices*
    - iii. *Equipment invoices*
    - iv. *Subcontractors' payments*
    - v. *Other related documents as required by the Architect/Engineer.*
16. *The Contractor shall make all his books, employees, work sites and records available to the Owner or its representatives for inspection and audit.*
17. *No payment shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work. Contractor shall not be entitled to any compensation for loss of efficiency, loss of productivity, disruption, loss of opportunity, or other similar indirect costs except via entitlement to Liquidated Indirect Damages as provided for herein. As indicated above, the Architect/Engineer and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within 60 days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. 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 shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.*
18. *Failure of the Contractor to make a specific reservation of rights in the form provided for above regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights 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 further limited or waived 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 which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of 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.*
2. *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.*
3. *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.*
4. *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 basis, 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.*
5. *In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, they shall allow the presentation of evidence in the form of law or expert testimony directed solely to the issues which they 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 their reasonable discretion.*
6. *No formal discovery shall be allowed in connection with any proceedings 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.*

7. *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.*
8. *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.*
9. *Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract 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.*

#### **50-17 Not Used**

#### **50-18 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, back charges as provided herein. The Owner's right to back charge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of back-charge work, on behalf of the Owner, shall not relieve the Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities, and indemnifications, and the Contract Time.*
- e. *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 Mia-Dade Water and Sewer Department (WASD), or their successors.*

#### **50-19 Subcontractor**

- a. *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 the Florida Statutes and the Code of Miami-Dade County. Use of Subcontractors who were not listed on the Subcontracting Form, or equivalent, at the time of award may occur only with the express consent of the Owner.*
- 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 accepted 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 and employment data. 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 SECTION 50**

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** *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.*

### **60-02 Samples, tests, and cited specifications.**

a. *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.*

b. *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:*

1. *The Field Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.*
2. *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.*
3. *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.*

c. *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.*

d. *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.*

**60-03 Not Used.**

**60-04 Plant inspection.** The (*Architect/Engineer*) or their authorized 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 acceptance of the material or assembly.

Should the (*Architect/Engineer*) conduct plant inspections, the following conditions shall exist:

a. The (*Architect/Engineer*) shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The (*Architect/Engineer*) shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the (*Architect/Engineer*), the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The (*Architect/Engineer*) shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Not Used.**

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the (*Architect/Engineer*). Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the (*Architect/Engineer*). Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the (*Architect/Engineer*) a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the (*Architect/Engineer*).

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the (*Architect/Engineer*) has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

#### **60-09 Material**

- a. *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. The Contractor shall at all times comply with Green Building or LEED standards, as established in the Contract Documents; unless otherwise specified, LEED Silver standards shall be the minimum standards acceptable to the County. 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 and/or the Owner may consider the Department's current maintenance history, requirements for spare parts, training of personnel and conformity to existing systems when reviewing alternatives.*
- b. *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 Professional's Basis of Design and has a proven record of performance and availability, and the procurement and installation of same will not impact project costs or schedule. 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.*
- c. *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.*
- d. *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.*
  1. *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, 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.*

- 2. 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. Contractor is solely responsible for submitting alternatives in a timely fashion so as not to impact project schedule; in the event that Owner's or Architect/Engineer's review of an alternative delays the project, or redesign of the project required to accommodate the alternative delays the project, such delay shall be considered non-compensable delay.*
  - 3. 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 providing equality of the material proposed shall be at the Contractors expense.*
  - 4. 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.*
- e. 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.*
- f. 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.*
- 1. The Owner will have no responsibility to the Contractor concerning local material sources.*
  - 2. 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.*
- g. 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.*

1. *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.*
  2. *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.*
- h. 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.*

**END OF SECTION 60**

## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

### **70-02 Permits, licenses, and taxes.**

- a. *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. (For payment of permit(s), see Special Provisions). 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.*
- b. *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.*
- c. *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.*
- d. *Dewatering of excavations shall be performed in accordance with 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.*
- e. *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.*
- f. *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.*
- g. *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.*

- h. The use of explosives will not be permitted under this Contract, except that powder and/or explosive fasteners may be allowed with the prior written consent of the Owner.*

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision 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 execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: [***No work by others is anticipated on the project***].

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with

Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the *(Architect/Engineer)*. If the *(Architect/Engineer)* determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the *(Architect/Engineer)* reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) [G-400A through G-503 and in Appendix A of the Project Manual Volume II – Technical Specifications ] of the project plans.

**70-09 Use of explosives.** [ The use of explosives is not permitted on this project. ]

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/*(Architect/Engineer)* has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/*(Architect/Engineer)* and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act,” or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

[The Contractor shall follow the schedule of work in the Construction Safety and Phasing Plan].

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the (*Architect/Engineer*), such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor’s responsibility for work.**

- a. *The Contractor shall be responsible for materials delivered and work performed until completion and Final Acceptance of the entire construction thereof, except those materials and work which may have been accepted under the applicable sections of this article and shall take all necessary steps to protect the Work, from all causes, at his expense.*
- b. *The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the on-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.*
- c. *The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.*
- d. *The Contractor's responsibility for material shall be the same for Owner-furnished material, upon receipt of said material from the Owner, under this Contract as for Contractor-furnished material.*
- e. *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:*

- 1. Early possession by the Owner of any portion of the Work, in accordance with the Contract Documents.*
  - 2. This Paragraph does not relieve the Contractor of responsibility for repairing or replacing defective work or materials in accordance with the Contract requirements*
- f. 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.*

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the *(Architect/Engineer)*.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two

normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the *(Architect/Engineer)*.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the *(Architect/Engineer)* and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the *(Architect/Engineer)* continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**[ 70-15.1 FAA facilities and cable runs.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

**a.** The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

**b.** The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport [ Owner ] a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

**c.** If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

**d.** Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

**e.** If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner.

The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice. |

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, (*Architect/Engineer*), their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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.

**70-19 Environmental protection.** 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 streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

- a. ***Sustainable Buildings Program*** – *The Contractor shall review and follow the County's "Green Procurement Guidelines" and ensure all products are compliant with the County's guideline.*
- b. ***Sea Level Rise.*** *Not applicable, due to physical engineering constraints of adjacent infrastructure and necessary transition to existing elevations, as well as design requirements already being implemented following FAA, the South Florida Water Management District, or other local, state, and federal requirements, the project is considered to have adequately considered sea level rise.*
- c. ***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 1 4001 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.*

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the *(Architect/Engineer)*. The *(Architect/Engineer)* will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** [ *The Contractor shall maintain the insurance set forth in the Contract Documents throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the County.*

- a. *Within fifteen (15) calendar days from the date of Notice of Award of this Contract and prior to commencement of Work, the Contractor shall obtain all insurance required under this Section. All insurance shall be maintained until the Work has been completed and accepted by the County. The Contractor shall furnish to the County:*
  1. *Certificate(s) / or policies of insurance, which indicate that insurance coverage has been obtained, which meets the requirements as outlined below:*
    - i. *Certificate(s) of Insurance which clearly indicate the coverage required in Sections 1,2,3,4,5,6 and 7 below.*
      - a. *Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.*
      - b. *Commercial General Liability Insurance, on a comprehensive basis, including Contractual Liability, Broad Form Property Damage and Products and Completed Operations, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage, \$10,000,000 aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.***
      - c. *Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than:*

(i) \$1,000,000 combined single limit per occurrence for bodily injury and property damage for vehicles used AOA.

(ii) \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Contractor of the AOA.

d. Contractual Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence.

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

1. The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of "Best's Key Rating ", published by A.M. Best Company, Inc., or its equivalent, subject to approval of MDAD Risk Management Office.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and is a member of the Florida Guaranty Fund.

c. The Contractor shall furnish Certificates of Insurance to the County prior to commencing any operations under this Contract, which certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount and classified work for As-built Drawings is completed to the satisfaction of the County's Representative.

**Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY**

**111 NORTHWEST 1ST STREET, SUITE 2340**

**MIAMI, FLORIDA 33128**

d. Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Article or under any other Article of this Contract and the County shall have the right to inspect the original insurance policies (with all confidential or proprietary information redacted) in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

e. Cancellation of any insurance or bonds, or non-payment by the Contractor of any premium for any insurance policies or bonds 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.

- f. *The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement.*
- g. *Certificates are scheduled to expire during the contract period; the Contractor shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.*
- h. *The Owner reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Contractor agrees to permit such inspection at the offices of the Owner.*
- i. *Federal Insurance Requirements - In the event the Owner determines that the Contractor coverage in force is inadequate the Owner may require the Contractor to procure additional coverage in amounts specified by the Owner. The cost of the premium for such additional coverage shall be paid by the Owner in the form of a single reimbursement under the contract from an Allowance Account. The cost of premium for including the County as an additional insured in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract from an Allowance Account.]*

**70-22 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.*

**70-23 Governing Laws**

- a. *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 and Florida Fire Prevention Code.*
- b. *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); 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*
- c. *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.*

**70-24 *Written Notice.***

- a. *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.*
- b. *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.*

**70-25 *Indemnification***

- a. *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.*
- b. *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.*
- c. *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.*
- d. *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.*
- e. *This Section shall survive expiration or termination of this Agreement.*

**70-26 *Audit Rights***

- a. *Access to Records*
  1. *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.*

2. *The Owner retains the right to audit accounts and access all files, correspondence and documents in reference to all work performed under this Contract.*
3. *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.*
4. *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.*

b. *Inspector General*

1. *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.*
2. *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.*
3. *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.*

4. *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.*
5. *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:*
  - i. *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*
  - ii. *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.*
6. *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.*
7. *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.*

**70-27 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.*

**70-28 Conflict of Interest.** *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.*

- a. *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.*
- b. *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. **Rights in Shop Drawings.***
  - a. *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.*
  - b. *This paragraph shall be included in all subcontracts hereunder at all tiers.*

**70-29 Patent and Copyright**

- a. *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.*
- b. *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.*

- c. 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:*
- 1. 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*
  - 2. Replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices, or processes; or*
  - 3. 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.*
- d. 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.*
- e. 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 SO MADE AVAILABLE.*
- f. 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.*
- g. The Contractor shall be responsible for acknowledging the County's Recycling Programs when hauling materials that meets the requirement for a commercial business establishment. Please contact the Department of Solid Waste Management at [dswm@miamidade.gov](mailto:dswm@miamidade.gov) or visit [www.earth911.com](http://www.earth911.com) to search for recycling or disposal options and locations.*

- 70-30 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.*
- 70-31 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.*
- 70-32 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.*
- 70-33 Other Applicable Legislation.** *Contractors 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. Resolutions: <http://www.miamidade.gov/govaction/searchleg.asp>

1. R-1049-93 - Affirmative Action Plan Furtherance and Compliance

2. *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*
3. *R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County*
4. *R-894-05 - Independent Private Sector Inspector General (IPSIG) Services*
5. *R-183-00 - Family Leave Requirements*
6. *R-185-00 - Domestic Violence Leave*
7. *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*
8. *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.*
9. *R-63-14 - Contractor Due Diligence*

b. *Administrative Orders: <http://www.miamidade.gov/ao/home.asp?Process=completelist>*

1. *3-20 - Independent Private Sector Inspector General (IPSIG) Services*
2. *3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting*
3. *10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)*

c. *Implementing Orders: <http://www.miamidade.gov/ao/home.asp?Process=completelist>*

1. *3-9 - Accounts Receivables Adjustments*

2. *3-21 - Bid Protest Procedure*

d. 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)

1. *Section 2-1 Rule 5.09 Statement of consideration of impact of sea level rise.*

2. *Section 2-1076 - Office of the Inspector General*

3. *Section 2-8.1 - Contracts and Purchases*

4. *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.*

5. *Section 2-8.1(d) Disclosure required of contractors and entities transacting business with Miami-Dade County.*

6. *Section 2-8.1(f) Listing of subcontractors required*

7. *Section 2-8.2.6.2 Cybersecurity and Information Technology*

8. *Section 2-8.2.7 Economic Stimulus Ordinance*

9. *Section 2-8.4 - Protest Procedures*

10. *Section 2-8.8 - Fair Subcontracting Practices*

11. *Section 2-8.8(4) Reporting of subcontracting policies procedures and payments*

12. *Section 2-10.7 Sales Tax Exemption Program*

13. *Section 2.11.1 - Conflict of Interest and Code of Ethics*

14. *Section 2-11.1 (i)-(r) Financial Disclosure*

*15. Section 2-11.16.1 Construction Contract Fee for Affordable Housing*

*16. Section 2-1076 Office of the Inspector General*

*17. Section 9-71 through 9-75 Sustainable Building Program*

*18. Section 10-34 - Listing of Subcontractors Required*

*19. Section 11A-38 through 11A-52 Discrimination*

*20. Section 21-255 through 21-266 False Claims Ordinance*

**END OF SECTION 70**

Page Intentionally Blank

## Section 80 Execution and Progress

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the ((Architect/Engineer)).

- a. *The Contractor shall perform not less than 25 percent of the Work, not inclusive of materials purchased, with his own organization. If the Contractor is a joint venture, the requirement shall be satisfied by anyone, or a combination of any of the joint venture partners. Where a percentage of a Bid Item is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Bid Item, determined from information submitted by the Contractor, subject to approval by the Owner. If, during the progress of the Work, the Contractor requests a reduction in such participation percentage, and the Owner determines that, due to the special nature of the conditions of the Work at the time, it would be to the Owner's advantage, the percentage of the Work required to be performed by the Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Owner. The Contractor shall not proceed with any such reductions until his request is approved in writing by the Owner or his authorized designee. Under no circumstances shall less than 25 percent of the Work be performed with the Contractor's own forces.*
- b. *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.*

### **80-02 Notice to proceed (NTP).**

- a. *The Contract shall be effective 10 days after notice is provided to the Contractor of contract award ("the effective date") The Contractor shall, immediately after the effective date of the contract: deliver the specified bonds and certificates of insurance to the Owner, if same were not delivered prior to the effective date; apply for all necessary permits; provide a schedule and a schedule of values in accordance with the requirements herein. Contract time shall not begin on the effective date, but instontinuous diligent good faith efforts to provide bonds, insurance, schedules, schedule of values, and to cause the issuance of permits. The failure of Contractor to utilize such continuous diligent good faith efforts shall render the Contractor in default of this Agreement. Alternatively, if the Contractor is unable to obtain all necessary permits within 30 days, through no fault of the Contractor, the Owner has the option, but or the Owner, effective immediately upon written notice by the Owner or give the Contractor additional time to obtain the permits.*
- b. *Upon receipt of all required bonds and insurance, issuance of all required permits, and approval by the Owner of the Schedule and the Schedule of values, the Owner may issue a Notice to Proceed. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work (other than obtaining permits) 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 start date shown on the Notice to Proceed. The Notice to Proceed shall be effective as of the day it is issued by Owner.*

- c. *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.*

## **80-03 Execution and progress.**

### **a. Schedule**

1. *The Contractor shall provide, maintain, and submit monthly updated schedules in strict accordance with the Contract Documents. The Contractor shall at all times maintain an electronic schedule in the critical path methodology ("CPM") format or in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc). The Special Provisions and Division 01 of the Technical Specifications may contain further specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates. The County shall approve this schedule prior to issuance of Notice to Proceed. The approved schedule shall be the Baseline Construction Schedule.*
2. *The Contractor shall prosecute the Work in accordance with the approved Baseline Construction 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, unless the Contractor has demonstrated it is entitled a compensable time extension pursuant to the terms of this Contract. In addition, the Contractor shall revise his schedule to reflect these recovery actions and submit it to the Owner for review and acceptance it being understood that such acceptance 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:
  - i. *A delay in the start or finish of any activity on the critical path of the approved baseline schedule or most recently approved revision to the baseline such that the last activity in the critical path occurs after the contract time; or*
  - ii. *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*
  - iii. *A projected completion date shown on a schedule update which is later than the contractual completion date; or*
  - iv. *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.*

**b. Extensions of Time and Classification of Types of Delays**

1. *Once a delay has been identified and it has been established through a Time Impact 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.*
  - i. *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.*
  - ii. *Excusable delays are those delays to the critical path beyond the Contractor's control and without the active interference of the Owner, 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.*
  - iii. *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 shall be the Liquidated Indirect Costs as specified in the Contract Documents. Where a delay is caused by Extra Work, the direct costs of the Extra Work shall be paid for in accordance with Section herein.*
  - iv. *Concurrent delays involve two or more delays to the critical path occurring at the same time (irrespective of whether each delay would if analyzed alone, be compensable or non-compensable), either of which had it occurred alone, would have affected the end date of the Project.*
  - v. *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 the start of the delay of: (1) the cause or causes of delay, (2) the schedule activities impacted by the delay, (3) a rough order of magnitude estimate of the duration of the delay, and (4) potential measures to recover the schedule. Within thirty (30) days after the end of the delay, the Contractor shall furnish the Architect/Engineer with detailed information concerning the circumstances of the delay, the actual number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay; notwithstanding, where monthly schedule updates are required prior to the end of the delay, that monthly updated schedule shall reflect all delay experienced through the date of the submittal. 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 the Contractor's entitlement to a time extension or liquidated damages. 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.*
- i. *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 normal, 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 occurring during normal work hours shall be considered to be a rainy day, if the rain actually prevented the Contractor from*

*performing work. The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.*

- ii. *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 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 based on the documentation provided by Contractor, 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 an owner of an adjoining property, or by tenants or permittees on County property, will not be considered an Owner-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, 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:*



- e. *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 c*
- f. *use for suspension of the Contractor's operations within the AOA until the satisfactory conditions are provided.*
- g. *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 annual 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.*
- h. *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.*
- i. *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.*
- j. *The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, current edition.*
- k. *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.*
- l. *Open-flame type lights are not permitted.*
- m. *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.*
- n. *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.*

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** 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, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly 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.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the *(Architect/Engineer)*, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the *(Architect/Engineer)*, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the *(Architect/Engineer)*.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the *(Architect/Engineer)* may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the *(Architect/Engineer)*. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority 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. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the 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, they 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.*

**80-07 Determination and extension of contract time.** The [ number of calendar days ] shall be stated in the *(bid)* and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 | Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the *(bid)*. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change

order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance. ]

**80-08 Failure to complete on time. Liquidated Damages and Liquidated Indirect Costs**

- a. *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 that individual milestones as specified in the Contract are not timely achieved or that the Project is delayed due to a non-excusable delay.*
- b. *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.*
- c. *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. Unless otherwise specified in the Contract, for lump sum contracts, 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:*

*(Amount of Bid x 8%) less any General Requirements items paid  
independently/individually*

*Original Contract Duration (In Days)*

1. *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.*
2. *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.*

3. *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, consequential, 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.

#### **80-09 Terminations of contract.**

##### **a. Termination for Convenience**

1. *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.*
2. *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:*
  - i. *The value of all work completed under the Contract, based upon the approved Schedule of Values and/or Unit Prices,*
  - ii. *The value of all materials and equipment delivered to but not incorporated into the work and properly stored on the site,*
  - iii. *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.*
  - iv. *The values calculated under i., ii., and iii. above shall be as determined by the Field Representative and approved by the Architect/Engineer.*
3. *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.*
4. *In the event of termination under this article, the Owner does not waive or void any credits otherwise due to the Owner at the time of termination, including Liquidated Damages, and back charges for defective or deficient work.*
5. *Upon termination as indicated above, the Field Representative shall prepare a certificate for Final Payment to the Contractor.*

**b. Termination for Default of Contractor**

1. *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:*
  - i. *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*
  - ii. *Failure to provide the Schedule for the Project by the date due, or*
  - iii. *Failure to provide adequate shop drawings by the dates indicated in the approved Schedule for the Project, or*
  - iv. *Failure to replace the superintendent in the time allotted, if required, or*
  - v. *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*
  - vi. *Violating the terms of the Contract or performing work in bad faith, or*
  - vii. *Discontinuing the prosecution of the work, or*
  - viii. *Failure to resume work which has been discontinued within a reasonable time after notice to do so, or*
  - ix. *Abandonment of the Contract, or*
  - x. *Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or*
  - xi. *Allowing any final judgment to stand against him unsatisfied for a period of ten (10) days, or*
  - xii. *Making an assignment for the benefit of creditors, or*
  - xiii. *For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.*
2. *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 may 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.*
3. *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.*

4. *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.*
5. *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.*
6. *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.*
7. *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.*

c. **Termination for National Emergencies** – Refer to 80-10.

d. **Implementation of Termination**

1. *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:*
  - i. *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.*

- ii. *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.*
- iii. *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.*
- iv. *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 un-fabricated 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;*
- v. *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;*
- vi. *Deliver to the Field Representative As-Built Documents, complete as of the date of cancellation or termination, plans, Shop Drawings, sketches, permits, certificates, warranties, guarantees, specifications, three (3) complete sets of maintenance manuals, pamphlets, charts, parts lists, spare parts (if any), operating instructions required for all installed or finished equipment or machinery, and all other data accumulated by the Contractor for use in the performance of the work;*
- vii. *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.*
- viii. *Complete performance of each part of the work not terminated by the Notice of Termination.*
- ix. *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;*

- x. *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.*
- xi. *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.*

**80-10 Termination for national emergencies.** 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 with respect to the execution of war or in the interest of national defense.

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 shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the *(Architect/Engineer)*.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the *(Architect/Engineer)* prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**80-12 Use and Possession.** *The Owner shall have the right to 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 those portions of the Work occupied by Owner, except those resulting from the Contractor's fault or negligence or breach of warranty. The Contractor shall be responsible for maintenance of all equipment in these areas until these responsibilities are turned over to the County in writing. 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.*

## END OF SECTION 80

## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the (*Architect/Engineer*), or their authorized representatives, using [ United States Customary Units of Measurement ].

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the (*Architect/Engineer*).

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the (*Architect/Engineer*) in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the (*Architect/Engineer*) and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the ( <i>Architect/Engineer</i> ). If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the ( <i>Architect/Engineer</i> ) directs, and each truck shall bear a plainly legible identification mark.

Term	Description
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.  Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the <i>(Architect/Engineer)</i> before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity

Term	Description
	<p>of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the <i>(Architect/Engineer)</i> can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the <i>(Architect/Engineer)</i>. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

### 90-02 Scope of payment.

- a. 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 execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.
- b. *The Owner will make progress payments monthly as the work proceeds. Prior to issuance of the Notice to Proceed, unless the Special Provisions provide for the payment to be determined by using a cost-loaded CPM, the Contractor shall, 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. Unit price bid items shall be paid for in accordance with the Bid Form. The Schedule of Values shall clearly indicate the amount to be paid by the Contractor to each individual subcontractor. Notice to Proceed shall not be issued, and the Contractor cannot submit monthly invoices, without an approved Schedule of Values.*

- c. 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.*
- d. 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.
  - 1. 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, materialmen 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.**
- e. The Contractor's attention is further directed to Miami Dade County Code Section 10-33.02, Section 2-8.1.4 , Section 2-8.1.1.1.1 and Section 2-8.1.1.1.2 , providing for prompt payments of fourteen (14) days upon receipt of an approved invoice are made to prime contractor certified as Miami Dade County certified small businesses or prime contracts with Miami Dade County certified small businesses are participating as subcontractors 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 within two (2) days upon receipt of payment from the owner, 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. 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. 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 as well as the amount to be paid to each of the Contractor's subcontractors and suppliers, based on work installed and approved at the time of the application. The Contractor shall certify, pursuant to the Miami-Dade County False Claims Ordinance, 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.*

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the (*bid*), the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the (*Architect/Engineer*) shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the (*Architect/Engineer*) omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the (*Architect/Engineer*)'s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the (*Architect/Engineer*)'s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the (*Architect/Engineer*)'s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the (*Architect/Engineer*), of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

*[In making such progress payments, a maximum of 5 percent of the estimated amount shall be retained from each progress payment made to the Contractor until 50 percent Completion of the work has been established. 50 percent completion is defined as the point in time when at least 50 percent of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the Architect/Engineer. At this point, the retainage amount withheld from each subsequent progress payment may be reduced, at the discretion of the Owner, provided the Owner finds that satisfactory progress is being made. Also, whenever the Work is Substantially Complete, the Owner, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount.]*

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the (*bid*) or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the (*Architect/Engineer*) to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

#### **90-07 Payment for materials on hand.**

- a. *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; materials paid for in this manner shall be kept segregated from other materials purchased by Contractor and shall not be used for other projects undertaken by Contractor. Such delivered costs of stored or stockpiled materials may be included in the next application for payment after the following conditions are met:*
  1. *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.*
  2. *The Contractor has furnished the Field Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials.*
  3. *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.*
  4. *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.*

5. *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.*
6. *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. 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. No partial payment will be made for stored or stockpiled living or perishable plant materials.*
7. *The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.*

#### **90-08 Payment of withheld funds.**

- a. *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.*
- b. *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:*
  1. *Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum.*
  2. *Reasonable indication that the Work will not be completed within the Contract Time.*
  3. *Damage to another Contractor.*

4. *Unsatisfactory prosecution of the Work by the Contractor.*
  5. *Failure of the Contractor, or his subcontractors, to pay wage rates, when applicable as required by the Contract.*
  6. *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.*
  7. *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.*
- c. *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.*
- d. *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.*

#### **90-09 Acceptance and final payment.**

- a. *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:*
1. *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 claim the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts.*
  2. *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.*
  3. *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.*

- 4. 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.*
  - 5. 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.*
  - 6. 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.*
  - 7. 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.*
  - 8. 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.*
  - 9. 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.*
- b. 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.*

- c. *The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:*
1. *Faulty or defective Work appearing after Final Completion.*
  2. *Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion.*
  3. *The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents.*
  4. *The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work.*
  5. *The enforcement of the terms of the Payment and Performance Bonds against the Surety.*
  6. *Terms of all warranties/guarantees required by the Contract Documents.*
- d. *The acceptance of final payment shall constitute a waiver of all claims by the Contractor.*

**90-10 Construction warranty.**

- a. *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. Notwithstanding, the correction of latent defects shall not be considered as warranty work.*
- b. *The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise expressly allowed in the Plans and Specifications, or otherwise expressly approved in writing by the Owner 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.*
- c. *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.*
- d. *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 and shall provide the Contractor with an opportunity to conduct test as contemplated in Chapter 558, Fla. Stat. 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 actual 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.

- e. 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.
- f. 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.
- g. 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.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the (Architect/Engineer) approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

[m. Completed project aerial]

**90-12 Lump Sum.**

- a. Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:
  - 1. 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.

2. 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 90-08, Payment of Withheld Funds.

#### **90-13 Taxes.**

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

#### **90-14 90-14 Tax Exempt Owner Purchase Materials.**

- a. The owner may incorporate specifications for tax exempt purchases in all covered contracts. A tax-exempt owner purchase is one made directly by the County which is intended to be tax exempt in accordance with Section 212.08(6) of the Florida Statutes and Rule 12A-1.094 of the Florida Administrative Code, as the same may be amended. A covered contract is a contract for the construction, improvement or rehabilitation of property which is estimated to exceed ten million dollars (\$10,000,000.00) in cost.
- b. The contractor must include Florida State Sales Tax and other applicable taxes in his bid for materials, supplies, and equipment. The owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Contractor's bid and/or contract, substantially in accordance with the contract.

#### **90-15 Payments to Subcontractors and Suppliers.**

- a. 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.
- b. 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.

- c. *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.*

**90-16 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.*

**END OF SECTION 90**

# 20-20 Bid Checklist

<b><i>Item</i></b>	<b><i>Required Document</i></b>
<i>a</i>	<i>Bid Form</i>
<i>b</i>	<i>Single Execution Affidavit</i>
<i>b1</i>	<i>Public Entity Crimes Affidavit</i>
<i>b2</i>	<i>Criminal Record Affidavit</i>
<i>b3</i>	<i>Florida Trench Safety Act Affidavit</i>
<i>b4</i>	<i>Trade Restriction Certification</i>
<i>b5</i>	<i>Contractor Due Diligence</i>
<i>b6</i>	<i>Fair Subcontracting Policies</i>
<i>b7</i>	<i>Non-Collusion Affidavit</i>
<i>b8</i>	<i>Scrutinized Companies (Sudan)</i>
<i>c</i>	<i>Certificate of Status / Fictitious Name</i>
<i>d</i>	<i>Foreign Countries of Concern Affidavit</i>
<i>e</i>	<i>Human Trafficking Affidavit</i>
<i>f</i>	<i>MDAD Confidential Documents Affidavit</i>
<i>g</i>	<i>FAA Buy American – Construction</i>
<i>h</i>	<i>Tax Delinquency &amp; Felony Certification</i>
<i>i</i>	<i>Bid Guaranty</i>

**a - BID FORM**

---

**MIAMI-DADE COUNTY, FLORIDA**

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

**BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

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

**PROJECT TITLE:** TMB Taxiway C East Extension

**BID NUMBER:** W125A

**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.

**CONTRACT TIME:** Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 850 calendar days from the effective date established in the Notice to Proceed.

**LIQUIDATED DAMAGES:** Liquidated Damages at the rate of \$846.60 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 \$846.60 per calendar day for each day the project is delayed up to 90 days due to a Compensable Excusable

Delay. After 90 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$846.60 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 Bid Price" Section:

CONTINUES ON NEXT PAGE

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

PROJECT: TMB Taxiway C East Extension

BID NO.: W125A

Miami-Dade County will calculate the amount (sum of the Items in Table A)

Unit Prices shall include fully burdened equipment, labor, material, tools, supplies, supervision, incidentals, engineering, mobilization, profit, 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.

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.

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.

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.

The Manufacturer/Installer's total bid amount shall include all employees out of pocket expenses, including travel, per diem, and miscellaneous costs and fees.

CONTINUES ON NEXT PAGE

**TABLE A - SCHEDULE OF BID PRICE****[All Prices shall be in U.S. Dollars]**

<b>Item #</b>	<b>Spec</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measurement</b>	<b>Unit Price</b>
1	015700-11.1	Maintenance Of Aircraft Operating Area Traffic	1	Lump Sum	\$
2	015700-11.2	Wildlife Burrow Survey, Permitting, Collapse, and Protection	1	Lump Sum	\$
3	015700-11.3	Subsurface Utility Investigation	1	Lump Sum	\$
4	015710-5.1	Maintenance of Airport Landside Traffic	1	Lump Sum	\$
5	C-100-14.1	Contractor Quality Control Program (CQCP)	1	Lump Sum	\$
6	C-102-5.1	Temp Air and Water Pollution, Soil Erosion, And Siltation Control	1	Lump Sum	\$
7	C-105-6.1	Mobilization	1	Lump Sum	\$
8	P-101-5.1	Pavement Removal	50,900	Square Yard	\$
9	P-101-5.7a	Removal of Pipe (6-Inch To 24-Inch Diameter)	150	Linear Feet	\$
10	P-101-5.7b	Removal of Pipe (More Than 24-Inch Diameter)	1,700	Linear Feet	\$
11	P-101-5.7c	Removal of Stormwater Structure	8	Each	\$
12	P-151-4.1	Stripping	100,300	Square Yard	\$
13	P-152-4.1	Unclassified Excavation	49,500	Cubic Yard	\$
14	P-152-4.2	Embankment in place	2,900	Cubic Yard	\$
15	P-152-4.3	Soft Ground Repair	500	Square Yard	\$
16	P-154-5.1a	Subbase Course (6-Inch Depth)	15,000	Square Yard	\$
17	P-154-5.1b	Subbase Course (12-Inch Depth)	52,900	Square Yard	\$
18	P-211-5.1a	Lime Rock Base Course (6-Inch Depth)	15,300	Square Yard	\$
19	P-211-5.1b	Lime Rock Base Course (10-Inch Depth)	48,900	Square Yard	\$
20	P-211-5.1c	Lime Rock Base Course (12-Inch Depth)	6,900	Square Yard	\$
21	P-211-5.2	Scarify And Recompact Lime Rock Base Course	15,700	Square Yard	\$
22	P-401-8.1a	Asphalt Surface Course, Pg 76-22, Gradation 2	17,000	Ton	\$
23	P-401-8.1b	Asphalt Surface Course, Pg 67-22, Gradation 2	3,160	Ton	\$

24	P-610-6.2	Concrete (24-Inch Depth)	180	Square Yard	\$
25	P-610-6.3	Oil And Water Separator Top Slab	1	Lump Sum	\$
26	P-610-6.4	Bollards	8	Each	\$
27	P-620-5.2a	Permanent Markings with Glass Beads	50,150	Square Feet	\$
28	P-620-5.2b	Permanent Markings with No Glass Beads	72,150	Square Feet	\$
29	P-620-5.4	Temporary Pavement Markings	30,050	Square Feet	\$
30	P-620-5.5	Removal Of Existing Markings	6,440	Square Feet	\$
31	P-702-6.2	Adjust Water Valve	1	Each	\$
32	D-701-5.1a	18-Inch RCP, Class V Storm Drain	3,100	Linear Feet	\$
33	D-701-5.1b	24-Inch RCP, Class V Storm Drain	120	Linear Feet	\$
34	D-701-5.1c	36-Inch RCP, Class V Storm Drain	3,000	Linear Feet	\$
35	D-701-5.1d	48-Inch RCP, Class V Storm Drain	300	Linear Feet	\$
36	D-701-5.1e	4-Inch DIP Class 53 Storm Drain	2,000	Linear Feet	\$
37	D-701-5.1f	8-Inch DIP Class 53 Storm Drain	200	Linear Feet	\$
38	D-701-5.1g	12-Inch DIP Class 53 Storm Drain	2,800	Linear Feet	\$
39	D-701-5.1h	16-Inch DIP Class 53 Storm Drain	20	Linear Feet	\$
40	D-701-5.1i	18-Inch DIP Class 53 Storm Drain	20	Linear Feet	\$
41	D-701-5.1j	4-Inch Galvanized Steel Pipe	60	Linear Feet	\$
42	D-701-5.2a	18-Inch X 18-Inch Wye RCP Class V Storm Drain	1	Each	\$
43	D-701-5.2b	18-Inch X 36-Inch Wye RCP Class V Storm Drain	8	Each	\$
44	D-702-5.1	Trench Drain	2,950	Linear Feet	\$
45	D-751-5.1a	FDOT Ditch Bottom Inlet, Type G	17	Each	\$
46	D-751-5.1b	FDOT Ditch Bottom Inlet, Type G With Structure Bottom Alternate A Type J	4	Each	\$
47	D-751-5.1c	FDOT Manhole, Type 8 With Structure Bottom Alternate A Type J	3	Each	\$
48	D-751-5.1d	Storm Drain Manhole, Type 1	4	Each	\$
49	D-751-5.1e	Grit Chamber (48"X48")	11	Each	\$
50	D-751-5.1f	Utility Structure, Below Ground, Adjust/Modify	3	Each	\$

51	D-751-5.1g	Trench Drain RCP Outfall	20	Each	\$
52	D-751-5.1h	Trench Drain Collection Chamber Pair	11	Each	\$
53	D-755-5.1	Oil/Water Separator	1	Each	\$
54	T-904-5.1	Sodding (With Topsoil)	63,680	Square Yard	\$
55	L-108-5.2a	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed In Trench, Duct Bank Or Conduit	36,100	Linear Feet	\$
56	L-108-5.2b	No. 4 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above The Duct Bank or Conduit, Including Connections/Terminations	14,800	Linear Feet	\$
57	L-108-5.2c	No. 6 AWG, 600V, Xhhw, Equipment Ground Conductor	1,295	Linear Feet	\$
58	L-108-5.2d	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed for Temporary Use In Temporary Conduit	8,770	Linear Feet	\$
59	L-108-5.2e	Relabeling Of Circuits to Correspond with New Taxiway Identifiers Circuits in Each Junction Point	145	Each	\$
60	L-108-5.2f	3/4" X 20' Ground Rods Connected to Counterpoise	142	Each	\$
61	L-108-5.2g	Additional 3/4" X 10' Ground Rod Sections	142	Each	\$
62	L-110-5.1a	2" PVC Conduit in Trench - Concrete Encased - New Pavement	8,383	Linear Feet	\$
63	L-125-5.1b	2" PVC Conduit in Trench - Concrete Encased - In Grass	4,557	Linear Feet	\$
64	L-110-5.1c	Removal Of Existing Conduit and Cables	12,534	Linear Feet	\$
65	L-110-5.1d	Removal Of Existing Duct Bank and Cables	1,563	Linear Feet	\$
66	L-110-5.1e	2" RGS Conduit for Temporary Installation	4,080	Linear Feet	\$
67	L-110-5.1f	Removal Of Existing Manhole	11	Each	\$
68	L-110-5.1g	Install 6-2" Duct Bank - Concrete Encased - New Pavement	100	Linear Feet	\$
69	L-110-5.1h	Removal of Temporary Conduit and Cables	4,080	Linear Feet	\$
70	L-110-5.1i	Install 4-2" Duct Bank - Concrete Encased - New Pavement	2,509	Linear Feet	\$
71	L-110-5.1j	Intercept Existing Conduit	13	Each	\$
72	L-110-5.1k	Install 2-1" Rigid Galvanized Steel Conduit in Trench - Concrete	400	Linear Feet	\$

		Encased – New Pavement			
73	L-125-5.1a	New L-861T(L), Led Elevated Taxiway Edge Light - Which Includes: The Base Can, Transformer, Splice Kits, Light Fixture, Base Can Cover, Ground Rod, And Installation in Paved Shoulder	133	Each	\$
74	L-125-5.1b	New L-858(L), Led Guidance Sign Double Sided - Which Includes: The Base Can, Transformer, Splice Kits, Light Fixture, Sign Foundation, Base Can Cover, Ground Rod, And Installation	36	Each	\$
75	L-125-5.1c	Removal Of Existing L-861T(L), Led Elevated Taxiway Edge Light, Base, and Foundation	150	Each	\$
76	L-125-5.1d	Removal Of Existing Guidance Sign, Base Can, And Foundation	27	Each	\$
77	L-125-5.1e	Temporary Installation Of L-861T(L), Led Elevated Taxiway Edge Light - Which Includes: The Transformer, Splice Kits, And Light Fixture	58	Each	\$
78	L-125-5.1f	Removal Of Temporary L-861T(L), Led Elevated Taxiway Edge Light	58	Each	\$
79	L-125-5.1g	Removal Of Inset Runway Edge Light and Installing New L-861(L) Elevated Runway Edge Light On Existing Can - Which Includes: The Disposal Or Storage Of The Old Fixture, Installation Of The New Fixture, New Transformers, And New Spacer Rings	1	Each	\$
80	L-125-5.1h	Modification Of Existing ALCMS System	1	Lump Sum	\$
81	L-125-5.1i	New 4-Way Can Plaza Including Ground Rod, Splice Kits and Cover	13	Each	\$
82	L-125-5.1j	New L-861T(L), Led Elevated Taxiway Edge Light - Which Includes: The Base Can, Transformer, Splice Kits, Light Fixture, Base Can Cover, Ground Rod, And Installation in Grass	52	Each	\$
83	L-125-5.1k	New 6-Way Can Plaza Including Ground Rod, Splice Kits and Cover	1	Each	\$
84	L-125-5.1l	Store And Reinstall L-861(L), Led Elevated Runway Edge Light - Which Includes: The Base Can,	2	Each	\$

		Transformer, Splice Kits, Base Can Cover, Ground Rod, And Installation			
85	L-125-5.1m	Removal Of L-861(L), Led Elevated Runway Edge Light, Base And Foundation	2	Each	\$
86	L-125-5.1n	Removal Of Existing Empty Basecan	17	Each	\$
87	0334-1-12	Superpave Asphaltic Conc, Traffic B	60	Ton	\$
88	0285-706	Optional Base, Base Group 06	600	Square Yard	\$
89	0160-4	Type B Stabilization	690	Square Yard	\$
90	630-2-11	Conduit, Furnish & Install, Open Trench	25	Linear Feet	\$
91	630-2-12	Conduit, Furnish & Install, Directional Bore – CCTV Camera	960	Linear Feet	\$
92	630-2-14	Conduit, Furnish & Install, Aboveground	10	Linear Feet	\$
93	633-1-122	Fiber Optic Cable, F&I, Underground,13-48 Fibers – CCTV Camera	5,560	Linear Feet	\$
94	633-2-32	Fiber Optic Connection, Install, Termination – CCTV Camera	144	Each	\$
95	633-3-14	Fiber Optic Connection Hardware, F&I, Buffer Tube Fan Out Kit – CCTV Camera	6	Each	\$
96	633-3-16	Fiber Optic Connection Hardware, F&I, Patch Panel- Field Terminated – CCTV Camera	6	Each	\$
97	633-3-17	Fiber Optic Connection Hardware, F&I, Connector Panel – CCTV Camera	12	Each	\$
98	633-8-11	Multi-Conductor Communication Cable, Furnish & Install, Cat 6 – CCTV Camera	700	Linear Feet	\$
99	633-8-12	Multi-Conductor Communication Cable, Furnish & Install, Composite	800	Linear Feet	\$
100	635-2-11	Pull & Splice Box, F&I, 13" X 24" Cover Size	1	Each	\$
101	635-2-12	Pull & Splice Box, F&I, 24" X 36" Cover Size – CCTV Camera	7	Each	\$
102	639-1-500	Electrical Power Service, Adjust/Modify	1	Assembly	\$
103	639-2-1	Electrical Service Wire, Furnish & Install	1,595	Linear Feet	\$
104	639-3-11	Electrical Service Disconnect, F&I, Pole Mount	1	Each	\$
105	639-6-111	Electrical Power Service-	1	Each	\$

		Transformer, F&I, <5 KVA, Single Phase, Copper Windings			
106	641-2-11	Prestressed Concrete Pole, F&I, Type P-II Pedestal	1	Each	\$
107	676-2-131	Its Cabinet, Furnish & Install, Base Mount, 336, 24" W X 36" H X 20" D – CCTV Camera	3	Each	\$
108	676-3-10	Small Equipment Enclosure, Furnish and Install, Less Than 10"W X 13"H X 11" D	2	Each	\$
109	682-1-143	ITS CCTV Camera, F&I, External Positioner PTZ- Non-Pressurized, Ip, High Definition – CCTV Camera	6	Each	\$
110	684-1-1	Managed Field Ethernet Switch, Furnish & Install – CCTV Camera	4	Each	\$
111	684-5-1	Media Converter, Furnish & Install – CCTV Camera	2	Each	\$
112	685-1-11	Uninterruptible Power Supply, Furnish And Install, Line Interactive – CCTV Camera	3	Each	\$
113	685-2-1	Remote Power Management Unit-RPMU, Furnish And Install – CCTV Camera	3	Each	\$
114	700-1-111	Single Column Ground Sign Assembly, F&I Ground Mount, Less Than 12 Sf	4	Each	\$
115	016000-11.1	Computer Equipment and Monitor – CCTV Camera	1	Each	\$
116	015710-5.1	Maintenance of Airport Landside Traffic – CCTV Cameras	1	Lump Sum	\$
117	630-2-11	Conduit, Furnish & Install, Open Trench – CCTV Camera	1,445	Linear Feet	\$
118	630-2-14	Conduit, Furnish & Install, Aboveground	30	Linear Feet	\$
119	639-2-1	Electrical Service Wire, Furnish & Install – CCTV Camera	55	Linear Feet	\$
120	639-3-11	Electrical Service Disconnect, F&I, Pole Mount – CCTV Camera	3	Each	\$
121	639-6-111	Electrical Power Service-Transformer, F&I, <5 KVA, Single Phase, Copper Windings	3	Each	\$
122	641-2-11	Prestressed Concrete Pole, F&I, Type P-II Pedestal – CCTV Camera	3	Each	\$

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

Contingency ALLOWANCE ACCOUNT

10% OF TOTAL BID ITEM TABLE A

The Department reserves the right to require bidders to provide additional information regarding pricing in order to determine bidder responsibility, which may include, but is not limited to, provision of a preliminary Schedule of Values and/or quotes from subcontractors/suppliers. Acceptance of a Schedule of Values for the purposes of a responsibility review shall not limit the ability of the County to require additional changes to the Schedule of Values after award of a contract but prior to issuance of a Notice to Proceed or as otherwise allowed under the General Covenants and Conditions.

**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:

<u>Name</u>	<u>Address</u>
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  
of Partnership or Joint Venture Managing Representative:

BIDDER:  
\_\_\_\_\_  
(Name of Joint Venture)

\_\_\_\_\_  
(Managing Representative)

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

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

---

This sworn statement is submitted for:

**PROJECT: TMB Taxiway C East Extension**

**BID NO.: W125A**

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**  
**b1-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**  
**b1-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.]**

---

**AFFIDAVIT No. 2**  
**b2-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**  
**b3-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 Bid Form, Table A "Schedule of Bid Price" Section 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\*:

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

**AFFIDAVIT No. 4**  
**b4-TRADE RESTRICTION**  
**CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 as published by the Office of the United States Trade Representative (USTR);
- 2) 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

Affidavit No. 5

**Miami-Dade County**

**b5-Contractor Due Diligence Affidavit**

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

**Contract No. :**  **Federal Employer Identification Number (FEIN):**

**Contract Title:**

Printed Name of Affiant       Printed Title of Affiant       Signature of Affiant

Name of Firm       Date

Address of Firm       State       Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_

by \_\_\_\_\_ He or she is personally known to me \_\_\_\_\_ or has produced identification

Type of identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public      Serial Number

\_\_\_\_\_  
Print or Stamp of Notary Public      Expiration Date      Notary Public Seal



**MIAMI-DADE COUNTY – AVIATION DEPARTMENT (MDAD) Fair Subcontracting Policies  
(Section 2-8.8 of the Miami-Dade County Code)**

**b6-FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

\_\_\_\_\_

I hereby certify that the foregoing information is true, correct and complete.

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

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

Proposer's Name: \_\_\_\_\_



**b7-NON-COLLUSION AFFIDAVIT**

*(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)*

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (*this Affidavit*) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

**Note:** Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: \_\_\_\_\_ Solicitation Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Affiant

Date: \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Bidder/Proposer

\_\_\_\_\_  
Address of Bidder/Proposer



b8-Scrutinized Companies (Sudan)

**PROPOSER'S NAME (Name of firm, entity or organization):**

---

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

---

**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

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

---

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

---

<b>TELEPHONE:</b> (____) _____	<b>FAX:</b> (____) _____	<b>E-MAIL ADDRESS:</b> _____
-----------------------------------	-----------------------------	---------------------------------

---

**PROPOSER'S ORGANIZATIONAL STRUCTURE:**

\_\_\_\_ Corporation      \_\_\_\_ Partnership      \_\_\_\_ Proprietorship      \_\_\_\_ Joint Venture

\_\_\_\_ Other (Explain): \_\_\_\_\_

---

**IF CORPORATION:**

Date Incorporated/Organized: \_\_\_\_\_ State Incorporated/Organized: \_\_\_\_\_

States registered in as foreign corporation: \_\_\_\_\_

---

**PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**

---

**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:**

---

**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:**

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

---

**CRIMINAL CONVICTION DISCLOSURE:**

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten 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 years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a checkmark here **only** if Proposer has such conviction to disclose.

---

**Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer 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. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

***PROPOSER'S AUTHORIZED SIGNATURE***

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Affidavit No. 9

**c-PROOF OF AUTHORIZATION TO DO BUSINESS**

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)



**d-CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN  
PROHIBITED AFFIDAVIT**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

\_\_\_\_\_ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)  
Bidder's/Proposer's Legal Company Name  
of [Section 287.138, FS.](#)

Pursuant to [Section 92.525, F.S.](#), under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: \_\_\_\_\_

Title of Bidder's/Proposer's Authorized Representative: \_\_\_\_\_

Signature of Bidder's/Proposer's Authorized Representative: \_\_\_\_\_

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



## e-KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

\_\_\_\_\_ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

**f-AFFIDAVIT REGARDING DISTRIBUTION OF MIAMI-DADE AVIATION  
DEPARTMENT (MDAD) CONFIDENTIAL DOCUMENTS**

**Date:**

**Bid Number:**

**Bid Name:**

**State of Florida**

**County of Miami-Dade**

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who after first being duly sworn, upon oath deposes and says that they are an authorized representative of \_\_\_\_\_, herein after called the Contractor, located at \_\_\_\_\_.

Contractor hereby certifies that each and every subcontractor that received from Contractor a link to, or copies of the confidential documents for the above-referenced bid has executed a Non-Disclosure Agreement (NDA) in compliance with the County's requirements.

Witness: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Witness: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Name & Title

Signature State of \_\_\_\_\_

County of \_\_\_\_\_

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By \_\_\_\_\_

FOR A CORPORATION PARTNERSHIP OR JOINT VENTURE:

By \_\_\_\_\_ having the title of \_\_\_\_\_

With \_\_\_\_\_

a Florida Corporation       a partnership       a joint venture  
On behalf of  corporation       partnership       joint venture

He/She is  personally known to me, or  
 has produced \_\_\_\_\_ as identification

Notary Signature: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Notary Seal:

**g-CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE  
– CONSTRUCTION PROJECTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## **h-CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

# i-BID GUARANTY

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: TMB Taxiway C East Extension**

**PROJECT: W125A**

**BID NO.: W125A**

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: \_\_\_\_\_

## **BID GURANTY (Cont'd)**

---

\* 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  
FLORIDA AGENT OF SURETY:**

**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**

# EXHIBIT 1

## 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:** TMB Taxiway C East Extension

**BID NO:** W125A

**CONTRACT TIME:** Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 850 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 \$846.60 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 \$846.60 per day for each day the project is delayed up to 90 days due to a Compensable Excusable Delay. After 90 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$846.60 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 Unit and 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 designees 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.*

*Continue to next page.*

**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: *Juan Fernandez-Barquin*  
*Clerk of the Court and Comptroller*

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

By: \_\_\_\_\_  
*Clerk*

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

\_\_\_\_\_

\_\_\_\_\_

*Approved for Form and Legal Sufficiency*

*(Corporate Name)*

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)*

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

\_\_\_\_\_

*(Corporate Name)*

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)*

## **50-04 SPECIAL PROVISIONS**

### **a. General**

*These Special Provisions are part of the Contract Documents. They supplement and modify requirements included elsewhere in the Contract Documents and are to be interpreted in accordance with Article 2 of the General Conditions.*

### **b. Section 50-05 COOPERATION OF CONTRACTOR**

*Add paragraph*

- 1. The CONTRACTOR shall keep an electronic daily log, via web-based Project Management Software, containing a record of weather, CONTRACTOR and all Subcontractors' work on the project, number of workers, by trade and position, work accomplished, deliveries received, problems encountered, and other similar relevant data as the Owner and Architect/Engineer may require. The CONTRACTOR shall keep all relevant Project records in accordance with the Contract Documents and provide the Owner and Architect/Engineer with real-time access to all the data contained therein including all CONTRACTOR data sets and licenses for the Project Management Software at no additional cost to the Owner.*
- 2. The CONTRACTOR shall make the log available to the Owner and Architect/Engineer with real-time access to the Project Management Software.*

### **c. Section 80-03 EXECUTION AND PROGRESS**

*Add to paragraph "a. Schedule":*

- 1. The CONTRACTOR will develop the following schedules as required by the Contract Documents:
  - i. Bid Schedule covering the entire Work in barchart format submitted with the Bid, a Mobilization and Engineering Schedule submitted at NTP covering the first 120 days of the Project in detail and in summary fashion for the rest of the Project, and*
  - ii. Baseline Schedule - Final submitted 90 days after NTP covering the entire Project in detail.*
  - iii. All schedules shall be submitted to the Owner for approval. Approval of the schedules shall be a pre-condition for the Owner approving and paying CONTRACTOR payment requisitions covered by the period of the schedules. Once approved, these schedules and the schedule updates will be used to plan the Work, monitor progress and justify all time-related claims in accordance with the Contract Documents.**
- 2. The Schedules shall utilize Primavera Project Planner Software, latest edition, and provide the following:
  - i. Be submitted in accordance with the Contract Documents.*
  - ii. Monthly Update Submittals. The CONTRACTOR shall submit monthly schedule updates of the most recently approved schedule based on the progress of the Work.*
  - iii. Schedule Submittals. The Bid Schedule shall be in barchart form. The purpose of the Bid Schedule is for the CONTRACTOR to demonstrate the CONTRACTOR's understanding of the Project including the scope, and time requirements. The Bid Schedule may be considered during the bid evaluation process. Notwithstanding the foregoing, the Owner reserves the right to make review comments and require changes to the CONTRACTOR's required schedule submittals. The Mobilization and**

*Engineering Schedule and the Baseline Schedule - Final schedule submittals 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:*

- a. Beginning and end date duration in workdays for each activity.*
- b. Detailed Activity Descriptions – with location and detailed descriptions. No duplicate activity descriptions shall be allowed.*
- c. Only two open-ended activities (first and last) are allowed.*
- d. Beginning and end date and total duration in workdays for each Area or portion thereof.*
- e. Significant milestones*
- f. Identity of each trade, and subcontractor, and subconsultant for each work activity.*
- g. Specific location of each work activity per the Architect/Engineer of Record phasing drawings or alternative location drawings*
- h. Sequence and interdependence of all activities required for complete performance of all items of work under the contract.*
- i. 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.*
- j. Shop Drawing submittals by the CONTRACTOR and reviews by the Architect/Engineer of Record.*
- k. Fabrication and delivery activities for all equipment*
- l. Dates for ordering, fabrication and delivery of all long lead items (materials, equipment, or specialty shop fabricated work).*
- m. Notice to tenant(s) prior to start of work in occupied or used tenant spaces.*
- n. Calendars to reflect CONTRACTOR workdays and Contract-defined holidays, suspension days and non-workdays, to blackout days if applicable.*
- o. Workdays per week, and holidays*
- p. 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 by the CONTRACTOR and reviews by the Owner and Architect/Engineer and backcheck of the Construction Documents by the Design/Builder, shop drawing submittals and approvals and fabrication and delivery activities.*
- q. Long-term construction activities shall be broken down into recognizable smaller activities so that no activity will be longer than 15 workdays.*
- r. MDAD reserves the right to selectively limit the number of activities in the schedule.*
- s. The schedule shall be sufficiently detailed to track the progress of each activity and the project, as a whole, on a daily basis. The schedule shall include detailed commissioning activities. 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).*
- t. The schedules shall be cost-loaded with the dollar amount assigned to each activity equal to the cost to implement the activity. Activities shall be coded to*

correspond to the Schedule of Value items. The total of all activities coded with each Schedule of Value item must equal the total of each Schedule of Value item. For example, the total of all activities coded as “concrete” must equal the total for concrete in the Schedule of Values. The total cost of all activities in the Baseline Schedule – Final (for the entire project) shall equal the total Contract amount.

3. As part of the monthly updating process, the CONTRACTOR shall prepare a design/construction progress report describing the 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.
  - i. Clearly describe all approved revisions to the accepted overall project schedule for that period including a detailed description of all activity resequencing, additions, deletions, and revisions and reasons for same.
  - ii. Report actual progress by updating the mathematical analysis for the approved Project Schedule.
  - iii. Show tasks/activities, or portions of activities completed during the reporting period, and their actual value.
  - iv. 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.
  - v. Report progress along other paths with negative float if the work is behind schedule.
  - vi. Include a narrative report that shows, but is not necessarily limited to:
  - vii. Description of the problem areas, current and anticipated.
  - viii. List of delaying factors and their impact.
  - ix. Explanation of corrective actions taken or proposed.
  - x. Describe plans/actions for the next report period.

d. **Section 80-08 – FAILURE TO COMPLETE ON TIME**

Add to paragraph “a. LIQUIDATED DAMAGES and LIQUIDATED INDIRECT COSTS”

1. **Liquidated Damages** at the rate of \$846.60 per day, will be deducted from the Contract amount for each calendar day of delay due to a Non-Excusable Delay.
2. **The Liquidated Indirect Cost** recoverable by the Contractor, shall be \$846.60 per day for each calendar day the project is delayed up to 90 days due to a Compensable Excusable Delay. After 90 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$846.60 per day.

e. **90-06 PARTIAL PAYMENTS**

Add to paragraph

The Contractor shall submit progress payments requests in accordance with the payment system implemented by the Owner. Progress payment requests must be accompanied by an updated project schedule, updated BIM Model, updated red-line as-built drawings, and releases of lien, in addition to any other requirements stipulated in the Standard General Conditions.

f. **Section 70-26 Audit Rights**

Add to paragraph “b. Inspector General”

The one quarter (1/4) of one (1) percent deduction from each progress payment under this contract, as further delineated in Article 12, Miscellaneous Provisions, Section G (2.a) of the General Conditions, is not applicable under this contract.

**g. Salvage Materials**

1. *Ownership of all existing equipment and materials, surplus excavation, etc. to be removed shall remain with the County. Upon issuance of NTP, the Contractor and the County shall have a walkthrough of the project to determine and develop an inventory list of what the County may want to salvage. Materials and equipment determined not to be salvaged shall become the property of the Contractor, who shall legally dispose of such equipment, materials, and surplus excavation at a legal disposal site(s) provided by and at the expense of the Contractor, away from the project site.*
2. *All equipment and materials to be salvaged for the County's use shall be transported by the Contractor and delivered to a location(s) to be determined by the County on airport property. The Contractor shall obtain a receipt for all such deliveries. Copied of receipts are to be attached to the inventory list and provided to the County's Field Representative for the project record.*
3. *The Contractor shall exercise due caution in the removal, dismantling, and handling of the equipment and materials to be salvaged for the County's use. Refer to the DCP for some specific preparation instructions in salvaging of certain equipment such as the J2 passenger boarding bridge.*
4. *The Contractor shall be liable for losses and damage resulting for the Contractors handling of the equipment and materials to be salvage for the County's use.*

**h. 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.

**i. 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>*

**j. 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 names 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. People 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.*

**k. EXECUTION, PROCEDURES**

1. *Upon request from the County, and in an expeditious and timely manner, Contractor shall submit a Purchase Order Requisition Form 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 Form(s) 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 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:*

- i. Owner Directly Purchased Materials to be ordered pursuant to the Construction Schedule;*
  - ii. Owner Directly Purchased Materials Ordered, Received, and Paid;*
  - iii. Owner Directly Purchased Materials On Hand; and*
  - iv. 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:*

- i. Documentation, such as a delivery ticket, bill of lading, packing slip, listing the Purchase Order number under which such item(s) were purchased;
  - ii. The actual approved/signed invoice;
  - iii. A copy of the applicable Purchase Order;
  - iv. Signed authorization of acceptance of delivered items;
  - v. Partial or final releases of claim, as appropriate, which can only be conditioned on payment of the invoice submitted; and
  - vi. 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.

**I. 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.*
10. *Burrowing Owl Requirements: Any active nests encountered within a work site during breeding season (February to July) cannot be disturbed.*
  - i. *The Contractor is responsible for an on-site investigation of the areas that will be impacted by including the installation of haul routes to and from a work site and infield improvements. The contractor shall provide experienced biologists who will assess the areas for the presence of burrowing owls, a state-listed Species of Special Concern. A survey and mapping (schematic) of the areas will be required as part of the investigation.*
  - ii. *The purpose of the on-site investigation is to identify the location of any burrowing owl burrows to avoid impacts to this species, thereby eliminating listed species permitting issues.*
  - iii. *Prior to any construction activity at the site, the contractor shall establish a 50-foot radius buffer around each burrow. These buffers should remain in place until the completion of the work.*

- iv. It is important to note that due to the dynamic nature of animals, surveys conducted for burrowing owls are only considered valid for a limited amount of time. It is recommended that this field investigation be conducted close to the start of construction to ensure that no new burrows have been excavated within the footprint of the proposed work areas.*

**m. 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:
  - i. 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.*
  - ii. 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:*

- a. Make and model number of the powder actuated tool(s).*
  - b. Manufacturer's brochure completely describing the proposed fastening system.*
  - c. 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.*
  - d. 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.*

**n. 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.*

- o. BIM (Building Information Modeling):** *The Contractor shall utilize BIM (Building Information Modeling) methodology throughout the duration of this project. All work and development involving BIM shall comply*

with the MDAD BIM Standards Manual (BIM Manual). The BIM Manual can be found at the following link: [MDAD BIM Contract Language - Construction.pdf](#).

- p. **PERMITS:** *The Contractor is required to obtain all permits necessary to perform the work described in the Contract Documents and to perform all work required by the permits. The permits shall be obtained by the Contractor in a timely fashion so as not to delay the Work. MDAD shall only reimburse the Contractor for the permit fees. Reimbursement shall be made from funds available under an Allowance Account, at the sole discretion of the County, but only upon submission by the Contractor of a paid invoice from the permit agency. The Owner will not pay or reimburse the Contractor for any penalties relating to its permits or fees as a result of the Contractor's failure to timely obtain all permits, permit request resubmittals, inspections, and approvals.*
- q. **FAA PROVISIONS:** *Attachment 1, attached hereto and incorporated by reference, outlines the provisions currently required under applicable Federal Aviation Administration (FAA) guidelines. The Contractor shall comply with the terms of Attachment 1 as amended from time to time. The Mayor or the Mayor's designee shall have the authority to administratively amend Attachment 1 to reflect revisions, additions, or removals of required FAA provisions as issued through official FAA guidance. Any such amendments shall be provided in writing to the Consultant through an updated version of Attachment 1. Such updated version of Attachment 1 shall be identified as Attachment 1.A, with each updated Attachment 1 thereafter being identified by successive alphabetical identification (i.e., Attachment 1.B, Attachment 1.C, and so on) with the latest alphabetical version of Attachment 1 governing unless otherwise specified. Failure to agree to the amendment proffered by MDAD shall cause MDAD to terminate this agreement.*
- r. **LANDSIDE OPERATIONS AREA (LOA) 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 Miami International Airport (MIA).*
  2. *The Contractor shall provide MDAD with a list of employees, vehicles, and safety vests, ensuring that all safety vests are clearly marked with the Contractor's or subcontractors' name at all times while within the Landside Operations Area (LOA).*
  3. *The Contractor shall be responsible for ensuring vehicles operating within the LOA have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.*
  4. *Vehicles delivering materials to the site shall be marked with the company name to ensure positive identification while in the LOA.*
  5. *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 operating within the LOA.*
  6. *The Contractor acknowledges that these provisions are intended to ensure the safety and security of all users of the Landside Operations Area (LOA).*
  7. *Employee parking locations and number of available spaces at the time of construction will be as designated by the Chief of LOA and/or in coordination with the MDAD Facilities Development Project Manager.*

8. *Note, the Contractor to contact Landside Supervisor Tanequa Cox, o: (305) 876-7096 / m: (786) 717-2131, for parking in LOA. The only area available now is the rooftop of 3094. Unless the construction documents indicate otherwise, there may be a cost associated with parking. Additionally, it is important for Supervisor Cox to have a list of all construction employees since they will not have company IDs. For your awareness, MDAD LOA Officers randomly conduct inspections at the entrance to the 3094 garage and turn away anyone without a parking permit , parking decal, or ID.*

s. ***KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES***

*By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the “Contract”), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes (“F.S.”), “Human Trafficking,” as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.*

*This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the “Affidavit”) and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.*

*This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.*

*END OF ARTICLE*

**Attachment 1 - Federal Aviation Administration (FAA) SPECIAL PROVISIONS – AVIATION CONTRACT**

**GENERAL CIVIL RIGHTS PROVISIONS:**

*In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.*

*This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.*

*The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.*

**TITLE VI - LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:**

*During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination 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) including amendments thereto;*
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);*
- 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 CONSULTANTS, whether such programs or activities are Federally funded or not);*
- h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;*
- i. 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).*

**NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE:**

*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:*

*a. **Compliance with Regulations.** The Contractor 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.*

*b. **Nondiscrimination.** 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, creed, sex, age, or disability in the selection and retention of SUBCONSULTANTS, 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 including amendments thereto.*

*c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier 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.*

*d. **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 MDAD 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 MDAD or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.*

*e. **Sanctions for Noncompliance.** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this Contract, Miami-Dade County Aviation Department will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:*

- 1. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or*
- 2. Cancelling, terminating, or suspending a Contract, in whole or in part.*

*F. **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 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 Miami-Dade County Aviation Department 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 Miami-Dade County Aviation Department to enter into any litigation to protect the interests of Miami-Dade County Aviation Department. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.*

**ACCESS TO RECORDS AND REPORTS:**

*The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives’ access to any books, documents, papers, and records of the contractor which*

are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS:**

a. *Overtime Requirements.*

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

b. *Violation; Liability for Unpaid Wages; Liquidated Damages.*

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

c. *Withholding for Unpaid Wages and Liquidated Damages.*

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

d. *Subcontractors.*

*The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.*

**COPELAND "ANTI-KICKBACK" ACT:**

*Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor*

must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**BREACH OF CONTRACT TERMS:**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the [Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**CLEAN AIR AND WATER POLLUTION CONTROL:**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

**DAVIS-BACON REQUIREMENTS:**

*a. Minimum Wages.*

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

*deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.*

*2. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:*

- i. The work to be performed by the classification requested is not performed by a classification in the wage determination;*
- ii. The classification is utilized in the area by the construction industry; and*
- iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.*

*3. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

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

*5. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*

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

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

b. *Withholding.* The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. *Payrolls and Basic Records.*

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

i. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency

is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

2. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

3. That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

4. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

a. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

b. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

i. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit

*the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.*

*d. Apprentices and Trainees.*

*1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*2. Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the*

*full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*3. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.*

*e. Compliance with Copeland Act Requirements.*

*The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.*

*f. Subcontracts.*

*The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.*

*g. Contract Termination: Debarment.*

*A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.*

*h. Compliance with Davis-Bacon and Related Act Requirements.*

*All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.*

*i. Disputes Concerning Labor Standards.*

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

*j. Certification of Eligibility.*

*1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).*

2. *No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).*
3. *The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.*

**TEXTING WHEN DRIVING:**

*In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.*

*In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.*

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:**

*All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.*

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

*Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].*

**PROCUREMENT OF RECOVERED MATERIALS:**

*Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:*

- a. *The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or*
- b. *The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.*

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

**VETERAN'S PREFERENCE:**

*In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.*

**SEISMIC SAFETY:**

*The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.*

**PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS):**

*The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).*

*Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.*

*Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.*

**CONTRACTOR AND SUBCONTRACTORS GUARANTEE FORMS AND  
AFFIDAVITS**

---

## CONTRACTOR'S GUARANTEE

---

(STATE OF FLORIDA)

(COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared

\_\_\_\_\_

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

That he is the duly authorized representative of

\_\_\_\_\_

(Name of Contractor)

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

(Partner) (President) or (other Officer)

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

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

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

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

CONTRACTOR:

\_\_\_\_\_

Name of Contractor

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

(Signature of Authorized Representative)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

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

---

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

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

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

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

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

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

*(Notary Stamp or Seal)*

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

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

**SUBCONTRACTOR'S GUARANTEE**

---

STATE OF FLORIDA

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

\_\_\_\_\_, of \_\_\_\_\_,  
(Authorized Representative) (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 \_\_\_\_\_ and as such has full authority  
(Partner) (President or other Officer)

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

\_\_\_\_\_ of \_\_\_\_\_  
(Authorized Representative) (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 \$ \_\_\_\_\_.

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

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:

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

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

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

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

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

Witnesses: \_\_\_\_\_

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

(Seal)  
Attachment: Surety Power of Attorney

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

**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.

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

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

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

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

\_\_\_\_\_  
Date

## 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: TMB Taxiway C East Extension NO.: W125A (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: TMB Taxiway C East Extension NO.: W125A (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)

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.

**EXHIBIT 2  
DAVIS BACON ACT**

---

**DAVIS BACON WAGE  
DETERMINATIONS**

**Pursuant to  
Title 29 Code of Federal Regulations (CFR) Part 5**

**FOR MIAMI-DADE COUNTY**

**Construction Type: [Highway Wages]**

Select the construction type (see above) and the Davis Bacon Wage Determinations for that type for Miami-Dade from the website <http://www.cfm.va.gov/contract/wageRate.asp>. Please note here may be more than one link in a construction type.