

**INVITATION TO BID ("ITB") NO.: 15-16-033**

**JOB ORDER CONTRACTING ("JOC") FOR HORIZONTAL AND  
VERTICAL CONSTRUCTION SERVICES**

**OFFICE OF CAPITAL IMPROVEMENTS**

**Bid Due Date: May 1, 2017**

**Bid Due Time: 2:00 P.M.**



**Mayor Tomas P. Regalado**

**Commissioner Wifredo "Willy" Gort, District 1**

**Commissioner Ken Russell, District 2**

**Commissioner Frank Carollo, District 3**

**Commissioner Francis Suarez, District 4**

**Commissioner Keon Hardemon, District 5**

**City Manager, Daniel J. Alfonso**

**Issued By:**

**City of Miami**

**Department of Procurement  
444 SW 2nd Avenue, 6th Floor  
Miami, FL 33130**

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# INVITATION TO BID ("ITB") NO. 15-16-033

## NOTICE TO CONTRACTORS

Sealed Bids will be received by the City of Miami, Office of the City Clerk, City Hall, 1<sup>st</sup> Floor, 3500 Pan American Drive, Miami, Florida 33133-5504 for:

### **JOB ORDER CONTRACTING (JOC) FOR HORIZONTAL AND VERTICAL CONSTRUCTION SERVICES**

**Bids Due: May 1, 2017 at 2:00 P.M.**

This Notice to Contractors is for the award of a Job Order Contract (JOC). A JOC is a competitively bid, firm and fixed priced, indefinite quantity contract.

1. **Scope of Work:** Includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with the "Contractor" for the accomplishment of repair, alternation, modernization, maintenance, rehabilitation, demolition and construction of infrastructure, buildings, structures, and/or other real property. Under the JOC Concept, the Contractor furnishes all management, materials, labor, equipment and incidental scope development services necessary to complete projects, on an as needed basis, for the following:
  - A. **Horizontal Construction Projects** include, but are not limited to: new construction repair, maintenance, and/or reconstruction of underground storm and/or sanitary sewer systems and components such as pump stations, force mains, injection wells and disposal outfalls; rights-of-way and streetscape improvements (roads, sidewalks and swale areas) including, without limitation, street grading, pavement milling, paving, curb and gutter installation, striping, sidewalks, pavers, irrigation systems, lighting and landscaping; and waterway improvements and maintenance.
  - B. **Vertical Construction Projects** include, but are not limited to: new construction, alteration, renovation and rehabilitation of City of Miami (the "City") property and facilities; capital project maintenance; expansion of park and recreational facilities, community and day care centers, administrative offices and facilities, fire stations and support facilities, police facilities, performance venues and marinas.

Work shall be accomplished by means of issuance of a task order against the JOC.

The projects awarded under Job Order Contracting (JOC) for Horizontal and Vertical Construction Services (JOC Contracts) will typically be less than \$1,000,000.00, and may cover a wide variety of projects.

Selected Bidders are **not** required to self-perform a certain percentage of the physical construction labor for vertical projects. However, Selected Bidders **must** be capable of self-performing at least thirty percent (30%) of the physical construction labor for horizontal projects.

The Office of Capital Improvements (OCI) anticipates awarding six (6) JOC Contracts for horizontal construction services with annual maximum capacities of \$2,000,000.00 each, and six (6) contracts for vertical construction services with annual maximum capacities of \$2,500,000.00 each. The City reserves the right to award fewer contracts or additional contracts if determined to be in its best interest. Bidders may submit Bids for one or both Services; however, the City reserves the right to limit the number of contracts held by each Selected Bidder, if determined to be in the best interest of the City.

The term of the Contracts awarded pursuant to this ITB shall be for an initial period of two (2) years commencing on the effective date hereof. The City, by action of the City Manager, and the Selected Bidders, hereafter referred to as Contractor(s), shall have the bilateral option to extend the term of each Contract for two (2) additional periods of one (1) year each, subject to the Contractor's

continued satisfactory performance as determined by the Director of OCI, and subject to the availability and appropriation of funds.

2. **Minimum Requirements:** Bidders shall:

- A. **Horizontal Construction Projects** - Hold a currently active State of Florida Certified General Contractor license, or General Engineering Contractor's Certificate of Competency issued by Miami-Dade County's Construction Trades Qualifying Board, as of the Bid due date.
- B. **Vertical Construction Projects** - Hold a currently active State of Florida Certified General Contractor license, or a State of Florida Certified Building Contractor license, as of the Bid due date.
- C. Have a minimum of five (5) years' experience, under its current business name, in the construction of similar projects as described for the applicable JOC Contract herein, supported by references for six (6) separate projects valued at a minimum of \$200,000.00 each, completed within the past three (3) years.
- D. Meet all minimum requirements as stated above for the applicable JOC Contract, as of the Bid due date.

**Note:** The licensing/certification requirements are a continuing condition of award, as Selected Bidders must maintain these minimum qualifications throughout the duration of the Contract.

**The Department of Procurement has scheduled a VOLUNTARY PRE-BID CONFERENCE to be held at the following date, time and location:**

**Location:** Miami Riverside Center  
444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor - South Conference Room  
Miami, FL 33130

**Date/Time:** April 6, 2017 at 10:00 a.m.

**ALTHOUGH ATTENDANCE IS NOT MANDATORY, THE CITY STRONGLY ENCOURAGES PROSPECTIVE BIDDERS TO ATTEND.**

The Bid documents may be obtained by visiting the OCI's website: <http://www.miamigov.com/CITP/ProcurementOpp.html>, on or after March 30, 2017.

**It is the sole responsibility of all Bidders to ensure their receipt of any addendum. It is recommended that firms periodically check the OCI webpage for updates and the issuance of addenda.**

All Bids shall be submitted in accordance with the Instructions to Bidders identified in Section 1, Instructions for Submission. **Bids must be submitted in duplicate originals and on CD or USB Drive in PDF format** at the time, date and location stated, where Bids will be publicly opened. **Any Bids received after the time and date specified will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder. The City is not responsible for any delay no matter what the cause. Bidder assumes any risk of any delay or mistake. **BIDDER IS HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE "CONE OF SILENCE," IN ACCORDANCE WITH ORDINANCE NO. 12271 Section 18-74, CITY OF MIAMI CITY CODE, as amended.**

## Section 1 – Instructions for Submission

### 1. Intention of City

It is the intention of City to describe in this ITB Job Order Contracts (JOC) for Horizontal and Vertical Construction (JOC Contracts) and related JOC programs administered by the City for the procurement of Project(s) to be completed in accordance with all codes, laws, rules applicable standards, specifications, manuals, and regulations governing all the Work to be performed under the Contract(s). Contractor(s) shall supply any work, labor, materials and/or equipment, and management that may reasonably be inferred from the Contract as being required to produce the intended results, whether or not specifically called for in the Contract Documents. Where words have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, rule, regulation, or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. City shall have no duties or obligations other than those duties and obligations expressly set forth within the Contract Documents.

### 2. Scope of Work

The Work will consist of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, and management and other services, and incidentals necessary to complete projects at a rate of progress that will ensure completion of the Work within the stipulated Job Order Completion Time.

JOC is an indefinite delivery, indefinite quantity contract pursuant to which the Contractor shall perform an ongoing series of individual Projects at different locations, often simultaneously, at various City owned or controlled locations. The ITB documents include a Construction Task Catalog® (CTC) containing construction tasks with pre-established Unit Prices. All Unit Prices are based on local labor, material and equipment prices, and are intended to reflect the direct cost of construction (excluding overhead and profit). Individual Projects are awarded on an as needed basis.

JOC is one procurement method used by the City to award construction Projects, however, the City reserves the right to use alternative procurement methods if determined to be in the best interest of the City. The award of a JOC Contract does not provide any guarantee, exclusivity, or right to the award of any Project(s) from the City.

- **Horizontal Construction Projects** include, but are not limited to: new construction repair, maintenance, and/or reconstruction of underground storm and/or sanitary sewer systems and components such as pump stations, force mains, injection wells and disposal outfalls; rights-of-way and streetscape improvements (roads, sidewalks and swale areas) including, without limitation, street grading, pavement milling, paving, curb and gutter installation, striping, sidewalks, pavers, irrigation systems, lighting and landscaping; and waterway improvements and maintenance.
- **Vertical Construction Projects** include, but are not limited to: new construction, alteration, renovation, and rehabilitation of City owned or leased property and facilities; capital project maintenance; expansion of park and recreational facilities, community and day care centers, administrative offices and facilities, fire stations and support facilities, police facilities, performance venues and marinas.

### 3. Location of Project(s)

Project(s) will be located anywhere within the boundaries of the City.



**4. Performance of the Work**

Contractor shall self-perform at least thirty percent (30%) of the physical construction labor for horizontal contracts. If such contract is phased, segmented or otherwise incrementally performed this self-performance requirement will apply to each and every phase, segment or increment. If a Contractor has more than one (1) contract pursuant to this ITB this self-performance requirement will apply jointly and severally to each and every contract the Contractor is awarded under this ITB. By submitting a Bid, the Bidder certifies that it will utilize its own employees to meet this requirement. As part of the Bid, the Bidder must include the form titled "Questionnaire". Failure to complete and submit this form, or to meet this requirement, shall result in the Bid being deemed non-responsive. Where the City determines that Contractor is deemed as not meeting this requirement during the performance of the Work, then the Contractor shall be in default of the Contract.

Contractor shall **not** be required to self-perform a certain percentage of the physical construction labor for vertical contracts.

**5. Examination of Contract Documents**

It is the responsibility of each Bidder, before submitting a Bid, to:

- Carefully review the ITB Documents, including any Addenda and notify the City of all conflicts, errors or discrepancies.
- Take into account federal, state and local (City and Miami-Dade County including, without limitation, the City's Procurement Ordinance and Florida Building Code) laws, regulations, ordinances that may affect a Bidder's ability to perform the Work.
- Sign and return all required ITB forms and/or addenda, as applicable.

In addition to the documents identified in Article 1, Definitions, of the General Terms & Conditions the ITB Documents include:

- VOLUME I: Project Manual
- VOLUME II: Construction Task Catalog®
- VOLUME III: Technical Specifications

The submission of a Bid shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the response is premised upon performing and furnishing Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**6. Addenda**

Only questions answered via written addendum will be binding. Oral and other interpretations or clarifications will be without legal binding effect and should not be relied upon in preparation of a Bid response. All questions about the meaning or intent of the Contract Documents are to be directed to the City's Department of Procurement (Procurement) in writing, to the attention of Sade Chaney at [schaney@miamigov.com](mailto:schaney@miamigov.com), with a copy to the Office of the City Clerk at [rcastillo@miamigov.com](mailto:rcastillo@miamigov.com). Interpretations or clarifications considered necessary by Procurement in response to such questions will be issued by the City by means of an Addendum. All Addenda will be posted on the OCI webpage. **Written questions must be received by the City, no later than April 17, 2017 at 5:00 P.M.**

**7. Bid Submission**

All Bids must be received by the City of Miami, Office of the City Clerk, located at City Hall, First Floor, 3500 Pan American Drive, Miami, FL 33133, before the time and date specified for Bid opening, enclosed in a sealed envelope, legibly marked on the outside:

**BID NO.: 15-16-033**

**BID NAME: Job Order Contracting (JOC) For Horizontal and Vertical Construction Services**

Bidders must submit **two (2) original Bid Packages and one electronic Bid Package on a CD in PDF format**. Failure to submit two originals may result in the Bid being deemed non-responsive.

**8. Bid Guaranty**

All Bids shall be accompanied by either an original Bid bond executed by a surety meeting the requirements of the City, or by cash, money order, certified check, cashier's check, Unconditional/Irrevocable Letter of Credit, Bid Bond Voucher (for projects less than \$200,000.00) issued to City of Miami by certified check, treasurer's check or bank draft of any national or state bank (United States), in the amount of \$125,000.00 for vertical contracts and \$100,000.00 for horizontal contracts, payable to City, and conditioned upon the Contractor executing the Contract and providing the required Performance and Payment Bond, and evidence of required insurance within fifteen (15) calendar days after notification of award of the Contract. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by the City at its sole and absolute discretion. Bid Securities of the unsuccessful Bidders will be returned after award of the Contract(s). A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY. Security of the successful Bidder shall be forfeited to the City as liquidated damages, not as a penalty, for the cost and expense incurred should said Contractor fail to execute the Contract, and provide the required Performance and Payment Bond. Any form of Bid Guaranty shall be in a form acceptable to the City of Miami Risk Management Director and the City Attorney, as to legal form.

**9. Preparation of Bid**

Bidders may choose to bid a set of Adjustment Factors for the horizontal construction contract or the vertical construction contract, or both contracts (provided they meet the minimum requirements applicable to both horizontal and vertical construction).

The Bid Form requires that Bidders submit two (2) Adjustment Factors. The Adjustment Factors are applied to the Unit Prices in the Construction Task Catalog® (CTC). Each Bidder shall submit the following Adjustment Factors for Work to be performed:

- During Normal Construction Working Hours;
- During Other Than Normal Construction Working Hours;

The "Other Than Normal Construction Working Hours" Adjustment Factors must be greater than or equal to the "Normal Construction Working Hours" Adjustment Factors.

The Adjustment Factor(s) must be expressed as a percentage increase to or decrease from the Construction Task Catalog®. The Adjustment Factors shall be to the fourth decimal place (i.e. a five percent (5%) increase would be expressed as an Adjustment Factor of 1.0500 and a five percent (5%) decrease would be expressed as an Adjustment Factor of 0.9500).

One set of Adjustment Factors shall apply to the horizontal contract and one set to the vertical contract.

All Bids must be made upon the blank City forms provided herein and herewith. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the City's forms, or fully complete said forms, may result in a determination that the Bid is non-responsive.

The Bidder shall be considered non-responsive if Bid is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, overhead expense and profit, equipment including, but not limited to, tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms must complete and submit with their Bid, the form titled "Information for Determining Joint Venture Eligibility" (Form A), and submit a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate their respective roles, responsibilities and levels of participation for the Project. Failure to submit Form A, along with an attached written copy of the joint venture agreement may result in disqualification of the Bid. All joint venture firms must meet the requirements stipulated in the Florida Statutes.

**10. Pre-Bid Conference**

A **VOLUNTARY PRE-BID CONFERENCE** will be held on **April 6, 2017 at 10:00 A.M. at the Miami Riverside Center, 6th Floor South Conference Room, 444 SW 2nd Avenue, Miami, FL 33130**, to discuss this ITB. Since space is limited, it is recommended that one representative of each firm attend in order to become familiar with the ITB. Attendees are requested to bring this ITB Package to the conference.

Although attendance is voluntary, the City strongly encourages prospective Bidders to attend.

**11. Postponement of Bid Opening Date**

The City reserves the right to postpone the date for receipt and opening of submissions through issuance of addenda, and will make a reasonable effort to provide at least five (5) calendar days' notice of any such postponement to prospective Bidders.

**12. Acceptance or Rejection of Bids**

The City reserves the right to reject any or all Bids prior to award, to re-advertise for Bids, and not award any Contract, in the sole discretion of the City.

The City reserves the right to waive any minor or non-material technicality, informality, variance, deviation, omission or the like up to or prior to award of the Contract.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change the Price before the expiration of one hundred eighty (180) calendar days from the date of Bid opening. A Bidder may withdraw its Bid after the expiration of one hundred eighty (180) calendar days from the date of Bid opening by delivering written notice of withdrawal to the OCI to award of the Contract by the City Commission.

**13. Environmental Regulations and Building Codes**

The City reserves the right to consider a Bidder's history of citations, claims, and/or violations of environmental laws, rules, and/or regulations (Regulations) and/or Florida Building Code in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history or frequency of violations warrant such determination in the opinion of the City. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidders shall notify the City immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during performance of the Work under this Contract. This inquiry will cover all violations of Regulations in the United States, its possessions or territories. Bidder for purposes of the section shall mean the actual Bidder, any business entity that is a subsidiary, wholly or in which a majority of equity is owned by the Bidder, or its principals which for these purposes shall mean any officer, director or stockholder owning more than five (5%) per cent of its stock or a five (5%) percent equivalent interest.

#### 14. **Bid Award**

The City anticipates awarding up to six (6) Contracts for horizontal construction and six (6) Contracts for vertical construction. The City reserves the right to award fewer contracts or additional contracts if determined to be in the best interest of the City. Bidders may submit bids for one or both Contracts; however, the City reserves the right to limit the number of contracts held by a Contractor, if in the best interest of the City. The City will issue the award of the Contracts to the lowest responsive and responsible Bidder(s). The City shall utilize the Adjustment Factors submitted by the Bidders for determining the lowest responsive and responsible Bidder(s).

The City will rank the bidders based on their award criteria figures. The Normal Construction Working Hours will be weighted eighty percent (80%). The Other Than Normal Construction Working Hours will be weighted twenty percent (20%). The City intends to average the Normal Construction Working Hours and the Other Than Normal Construction Working Hours Adjustment Factors of the six (6) lowest responsive and responsible bidders for horizontal construction to determine the actual Adjustment Factors that the City will pay/award for horizontal construction. The City intends to average the Normal Construction Working Hours and the Other Than Normal Construction Working Hours Adjustment Factors of the six (6) lowest responsive and responsible bidders for vertical construction to determine the actual Adjustment Factors that the City will pay/award for vertical construction. **If the City elects to average the bids as described above, each of the lowest responsive and responsible Bidders, as identified above for vertical and horizontal construction, will be offered the opportunity to enter into a Contract with the City at the average Adjustment Factors as calculated on the basis described immediately above, by calculation of the City. The City reserves the right to pay/award the contracts based on actual bids received, instead of the averages described above.**

The City may require demonstration of competency and, at its sole and absolute discretion, may conduct site visits at the Bidder's office, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The City shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed, and past performance on City projects by the Bidder.

The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that it can satisfactorily provide the goods and/or services required herein.

The City, at its sole discretion, may determine a Bidder to be non-responsive where the Bidder has failed to perform in accordance with other contracts with the City.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, may be declared non-responsive.

Any Bidder who may have filed a lawsuit against the City or where the City has filed a lawsuit or won a court judgment against the Bidder may be declared non-responsive.

#### 15. **Bid Protest**

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer, in Accordance with the procedures contained in Section 18-104, Resolution of protested solicitations and awards, as amended, of the City Code, Ordinance No. 12271 (the City of Miami Procurement Code) describing the protest procedures. Protests failing to meet the requirements for filing shall NOT be accepted. Failure of a party to timely file shall constitute

an absolute waiver of such party's rights to file a protest. **NO EXCEPTIONS TO THIS REQUIREMENT.**

## **16. Community Small Business Enterprise ("CSBE") Participation**

The Contractor must comply with the following CSBE participation requirements. All instructions, required forms and other information necessary for complying with the CSBE participation requirements are available on the OCI webpage.

- a) The Contractor must assign a minimum of fifteen percent (15%) of the Contract value to a respondent or to a construction related enterprise currently certified by Miami-Dade County as a Community Small Business Enterprise (CSBE) as set forth in Sec. 10-33.01 and Sec. 10-33.02 of the Miami-Dade County Code;
- b) Five percent (5%) of the bid amount shall be retained by the City for the CSBE requirements until said requirements are fulfilled and verified within six (6) months of Contract completion pursuant to Section 18-89 of the City Code. Failure to comply with the CSBE requirements within six (6) months of Contract completion shall result in the forfeiture of the retained amount to the City. This five percent (5%) retainage is included within the ten percent (10%) retainage normally withheld by the City;
- c) c) The Contractor shall retain the services of an independent third party to verify and certify compliance with these requirements on a quarterly basis in accordance with Section 18-89 of the City Code. Said third party shall be unaffiliated with the respondent and be properly licensed under the provisions of Section 454, 471, 473, or 481 of the Florida Statutes. The person performing the verification shall have a minimum of two (2) years of prior professional experience in contracts compliance, auditing, personnel administration, or field experience in payroll, enforcement, or investigative environment. The cost for this verification shall be included in the related contract costs.

The following link is to the Miami-Dade County website where Bidders can view the current listing of certified CSBE contractors by trade. Contractors will be required to submit Monthly Utilization Reports (MUR) to demonstrate CSBE compliance.

<http://www.miamidade.gov/smallbusiness/library/reports/certify-csbe-by-firms.pdf>

## **17. Local Workforce Participation**

- I. Contractor must employ the following minimum percentage requirements for on-site labor from persons residing within Miami-Dade County (an individual whose primary place of residence is within Miami-Dade County), for the duration of the project:
  1. Construction contracts with a construction cost of up to \$250,000.00 shall have no local workforce participation requirement.
  2. Construction contracts with a construction cost of \$250,000.00 or more, but less than \$500,000.00 shall have a minimum local workforce participation requirement of ten percent (10%).
  3. Construction contracts with a construction cost of \$500,000.00 or more, but less than \$750,000.00 shall have a minimum local workforce participation requirement of fifteen percent (15%).
  4. Construction contracts with a construction cost of \$750,000.00 or more, but less than \$4,000,000.00 shall have a minimum local workforce participation requirement of twenty percent (20%).
  5. Construction contracts with a construction cost of \$4,000,000.00 or more shall have a minimum local workforce participation requirement of forty percent (40%).

All local workforce participation percentage requirements listed above shall be applied on the construction project's on-site labor force. The County residency of the onsite labor component shall be subject to verification by the OCI.

- II. The Contractor shall strive to employ a minimum of fifty percent (50%) of the aforementioned minimum local workforce participation percentage requirements from within the City commission district where the project is located.
- III. Five percent (5%) of the bid amount shall be retained by the City for the local requirements until said requirements are fulfilled and verified by the City Manager, or authorized designee as being fulfilled within three (3) months of contract completion. Failure to satisfactorily meet the requirements shall result in the forfeiture of the retained amount to the City, this five percent (5%) retainage is included within the ten percent (10%) retainage normally withheld by the City and will comply with percentages specified in F.S. § 218.735.
- IV. The Contractor shall coordinate job fairs and hiring initiatives with South Florida Workforce or a similar state chartered regional workforce development board acceptable to the City Manager.
  1. For contracts with a bid amount between \$1,000,000.00 and \$2,000,000.00, the Contractor shall be required to hold one job fair within the local community.
  2. For contracts with a bid amount greater than \$2,000,000.00, the Contractor shall be required to hold two job fairs within the local community.
- V. Bid and response documents to which a local workforce participation requirement goal has been applied shall require the Contractor to develop and submit to the City, within thirty (30) days of notification of award of the construction contract, a workforce plan (plan) outlining how the goal will be met, and containing the following information and elements required by this section. The Contractor shall provide to the City, proof of adherence to the City's Local Workforce Participation Requirements within the past three (3) years, and the Contractor's past compliance with these requirements. The Contractor's response must include:
  1. Contract number, name, and a brief description of work;
  2. Total dollar value of the contract;
  3. Dates covering the term of the contract;
  4. Percentage of Local Work Participation Requirements met by the Contractor;
  5. Breakdown of local workforce used to meet requirements (number of persons broken down by trade and category);
  6. If the Contractor was unable to meet the local workforce participation requirements, explain the reason why, and what efforts, if any, were utilized by the Contractor to attempt to meet these requirements;
  7. If the project was over one million dollars (\$1,000,000) did the Contractor hold a job fair, if yes, provide the date and location of the job fair(s), number of attendees;
  8. Was a third party hired to verify and certify compliance with the local work force requirements, if yes, were all requirements met, what was the third party's name and provide their current contact information;
  9. Was the five percent (5%) retainage fee released to the Contractor by the City upon project completion; and
  10. If the Contractor did not meet the goal, did you seek a waiver of the program requirements from any City official, and provide a detailed explanation.

The plan shall identify by name, address, and trade category of all persons proposed to perform work under the Contract currently on the contractor's payroll, or positions to be hired by the Contractor, who reside within Miami-Dade County. An updated plan shall be submitted to the City's project manager on a monthly basis, and in the event that during the Contract period a new hire or a person identified in the plan as meeting the local workforce participation requirement goal is replaced, the City may require the Contractor to immediately identify the replacement.

- VI. The Contractor shall have a third party independently verify and certify compliance with these requirements on a quarterly basis. Said third party shall be unaffiliated with the respondent, and be properly licensed under the provisions of Florida Statute Chapters 454, 471, 473, or 481. The firm performing the verification shall have a minimum of two (2) years of prior professional experience in contracts compliance, auditing, personnel administration, or field experience in payroll, enforcement, or investigative environment. The cost for this verification and certification shall be included in the related Contract costs.

These local workforce participation requirements shall apply to any competitively procured Contract under this section unless:

1. The City Manager or designee deems the requirements unfeasible prior to issuance of the ITB document;
2. It is disallowed by federal or state law or grant requirements;
3. Funding sources require alternate, contradictory or specifically exclude or disallow local workforce participation requirements;
4. These requirements are waived by the City Commission by resolution, prior to issuance of the ITB document, upon written recommendation of the City Manager or City Manager's designee.

Bidders should refer to Section 18-89(f) of the City of Miami Procurement Code for further clarification. This language is only a summary of the key provisions of the Local workforce participation requirements. Please review City of Miami Ordinance No. 12271, § 2, 8-22-02; Ord. No. 12654, § 2, 2-10-05; Ord. No. 12780, § 2, 3-9-06; Ord. No. 13275, § 2, 7-14-11; Ord. No. 13331, § 2, 7-26-12; Ord. No. 13332, § 2, 7-26-12; Ord. No. 13493, § 2, 1-22-15 for a complete and thorough description of the Local workforce participation requirements. You may contact the City Clerk at (305) 250-5360, to obtain a copy of the same.

## **18. Responsible Wage and Benefits**

Pursuant to Section 18-120 of the City of Miami Procurement Code, entitled "Responsible Wage Construction Contracts", Prime Contractors and subcontractors shall be required to pay Miami-Dade County Responsible Wages and Benefits rates to all labors and mechanics for any construction contract with an award value in excess of \$250,000.00.

Miami-Dade County Responsible Wages and Benefits rate schedules can be found at:

<http://www.miamidade.gov/business/reports-wages.asp>

Bidders shall incorporate in their bid Responsible Wages and Benefits for building, heavy, and/or highway construction to comply with the requirements of this ITB for horizontal and/or vertical construction

The only exception to this requirement is for construction projects which are federally funded or which the State of Florida is paying fifty percent (50%) or more of the cost of the construction project, or when expressly prohibited by state or federal law or an applicable

grant requirements. Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Submission of weekly Certified Payroll Reports will be required to demonstrate responsible wage and benefits compliance

**19. Cone of Silence**

Pursuant to Section 18-74 of the City's Procurement Code, a codification of Miami Ordinance No. 12271, a "Cone of Silence" is imposed upon this ITB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence prohibits any verbal communications regarding this ITB.

Any communication concerning this ITB must be submitted in writing to Procurement at [schaney@miamigov.com](mailto:schaney@miamigov.com). Bidders must also file a copy of such written communications with the Office of the City Clerk. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk at [rcastillo@miamigov.com](mailto:rcastillo@miamigov.com).

This language is only an overview of the requirements of the Cone of Silence. Please review Section 18-74 of the City's Procurement Code for a complete and thorough description of the Cone of Silence. You may also contact the City Clerk at (305) 250-5360, to obtain a copy.

**20. Public Entity Crime**

A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list.

**21. Fraud and Misrepresentation**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, or omission of any material fact, may be debarred for up to five (5) years in accordance with the applicable provisions of the City of Miami Procurement Ordinance codified in the City Code. The City as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

**22. Collusion**

Where two (2) or more related parties, as defined herein, each submit a Response to an ITB such submissions 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 submission under such ITB. Related parties shall mean employees, officers, owners or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project(s). ITB responses found to be collusive shall be rejected. Owners shall mean those persons who own 5% or more of an interest in related parties.

**23. Contractor in Arrears or Default**

The Bidder represents and warrants that the Bidder is not in arrears to the City and is not a defaulter as a surety or otherwise upon any obligation to the City. In addition, the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any federal, state, regional or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in



the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall not consider, and shall deem as non-responsible Bids submitted by Bidders where the City has determined that the Bidder is in monetary arrears, or otherwise in debt or in default to the City, at the time and date Bids are due.

**24. Cancellation of ITB**

The City reserves the right to cancel, in whole or in part, any ITB when it is in the best interest of the City. This determination will be at the discretion of the City and there will be no recourse from such cancellation.

**25. Job Order Contracting Software and License Fee**

The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary software eGordian® and Bid Safe®, JOC information management applications, and the Construction Task Catalog®; which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the City. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a one percent (1%) JOC System License Fee to obtain access to the Gordian JOC Solution.

## Section 2 – General Terms and Conditions

### 1. Definitions

**Adjustment Factor** means the Contractor's competitively bid price adjustment to the unit prices as published in the Construction Task Catalog®. The Adjustment Factors cover all overhead, profit, including all direct and indirect administrative costs, depreciation of equipment and materials, and the fixed capital cost of money.

**Architect** means a designation reserved, usually by law, for a person or organization professionally qualified and licensed in the State of Florida to perform architectural services commissioned by the City for the design of Project.

**Award Criteria Figure** means the amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.

**Basis of Design** means a specific manufacturer's product that is named; including the make or model number or other designation, establishing the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.

**Bid** means the response submitted by a bidder to this solicitation, which includes the price, authorized signature and all other information or documentation required at by the Contract Documents at the time of submittal.

**Bidder** means any individual, firm, incorporated or unincorporated business entity, or corporation tendering a Submittal, acting directly or through a duly authorized representative. A bidder once selected and awarded work under this ITB would become a Contractor

**Bid Documents** or **ITB Documents** means all documentation issued to Bidders as described in Article 5 of the Instructions for Submission, and any addenda thereto.

**Capital Improvement Project** means any planned or unforeseen fixed capital outlay activity authorized by the City of Miami Commission.

**Change Order** means a written document ordering a change in the Contract. A change order must comply with the Contract Documents.

**City** means the City of Miami, Florida, a Florida municipal corporation. In all respects hereunder, City's performance is pursuant to the City's capacity as Owner. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract. For the purposes of this Contract, "City" without modification shall mean the City Manager or Director, as applicable.

**City Commission** means the legislative body of the City of Miami.

**City Manager** means the duly appointed chief administrative officer of the City of Miami.

**Community Small Business Enterprise ("CSBE")** means a construction related enterprise, including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Section 10-33.02 of the Code of Miami-Dade County. CSBE is additionally referenced in Section 18-89 of the City Code and in these Contract Documents.

**Completed Project(s)** means a project for which the applicable regulatory authority has issued a Temporary Certificate of Occupancy or Completion, or a Final Certificate of Occupancy or Completion.

**Construction Task Catalog®** or **CTC** means Volume II of the ITB Documents containing a comprehensive listing of specific construction or construction related tasks together with a specific unit of measurement and a unit price.

**Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the Job Order Amount or Job Order Completion Time.

**Construction Engineering Inspection (CEI)** means an individual or an organization assigned by the Director of OCI responsible for assisting the City's Project and Construction Managers in contract administration, site inspections, material sampling and project close-out.

**Construction Manager (CM)** means the individual or organization assigned by the Director of OCI whose duties include reviewing project documents during the design phase and managing the construction phase that include but not limited to directing and coordinating construction activities associated with the project.

**Construction Schedule** means a critical path schedule or other construction schedule, as defined and required by the Contract Documents.

**Consultant** means a firm that has entered into a separate agreement with the City for the provision of design/engineering services for a Project; and if applicable, means the Architect or Engineer of Record contracted by the City to prepare the plans and specifications for the Projects. Consultant may also be referred to as Architect or Engineer of Record.

**Contract** means the Invitation to Bid (ITB) solicitation and the Bid documents that have been executed by the Bidder and the City subsequent to approval of award by the City.

**Contractor** means the person, firm, or corporation with whom the City has contracted and who will be responsible for the acceptable and timely performance of any Work and for the payment of all legal debts pertaining to any Work issued under this Contract through the award of an ITB.

**Contract Documents** means the Contract as may be amended from time to time, ITB Documents and all related addenda and clarifications; Job Order Books; Job Orders; Detailed Scopes of Work including any plans and drawing; directives; Supplemental Job Orders; purchase orders; payments; performance and payments bonds; certificates of insurance and other such documents issued under or relating to the Contract and Project(s).

**Contractor/Selected Bidder** means the person, firm, or corporation with whom the City has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to any Work issued under this Contract through the award of an ITB.

**Cure** means the action taken by the Contractor promptly after receipt of written notice from the City of a breach of the Contract Documents which shall be performed at no cost to the City, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work or the Project(s) site(s) disturbed in performing such cure.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written Notice to Cure from the City identifying the deficiencies and the time to Cure.

**Days** mean a calendar day, unless otherwise stated herein.

**Design Documents** means the construction plans and specifications that may be included as part of a Detailed Scope of Work prepared by the Consultant for any Project(s) under a separate Agreement with the City.

**Detailed Scope of Work** means the document and related drawings, Specifications, and writings referenced therein which together set forth the specific requirements and items of Work and effort to be accomplished by the Contractor in connection with a specific Job Order.

**Director** means the Director of the Office of Capital Improvements or the Director's authorized designee(s), who has the authority and responsibility for managing the Project(s) under this Contract.

**Drawings** means the graphic and pictorial portions of the Work, which serve to show the design, location and dimensions of the Work to be performed, including, without limitation, all notes, schedules and legends on such Drawings.

**Engineer of Record (EOR)** also referred to as Consultant, means a designation reserved, usually by law for a person or organization professionally qualified and licensed in the State of Florida, and commissioned by the City to conduct engineering services.

**Field Directive** means a written approval for the Contractor to proceed with Work requested by the City or the Consultant, which is minor in nature and should not involve additional cost.

**Final Completion of the Job Order** means the date subsequent to the date of Substantial Completion at which time the Construction Manager has completed all the Work in accordance with the Agreement as certified by the Architect or Engineer of Record or the City, and submitted all documentation required by the Contract Documents.

**Guaranteed Maximum Price /Guaranteed Maximum Price ("GMP")** means the sum established in the Job Order Amount /Job Order Book which will serve as the maximum not to exceed cost for performance of the specified Job Order on the basis of all labor and material, inclusive of overhead and profit. The City will never be liable to pay any sum in excess of the GMP. The City may consider the Contractors reduction of its price below the GMP in evaluating the Contractor for subsequent work.

**Incidental Scope Documentation Services** means the Contractor provided services assisting in the development and documentation of the Detailed Scope of Work, which includes sketches, minor calculations, shop drawings, maintenance of traffic drawings, and material specifications. Incidental Scope Documentation Services specifically exclude signed and stamped drawings.

**Inspector** means an authorized representative of the City assigned to conduct necessary inspections of materials furnished by Contractor, and of the Work performed by Contractor.

**Job Order** means the process through which the City requests a Job Order price proposal and awards a Project to the Contractor. The Job Order, at a minimum, includes the detailed Scope of Work for the Project, any plans and specifications, the schedule, any special contractual provisions, the Job Order Price Proposal, the Job Order Book and the purchase order.

**Job Order Amount** means the amount a Contractor will be paid for completing a Job Order, as indicated on each specific Purchase Order.

**Job Order Book** means the book prepared by the City that contains the approved Contractor Price Proposal, Job Order Amount, Detailed Scope of Work, Job Order Completion Time, approved Construction Schedule and Job Order Completion Time, amount of Liquidated Damages (if any) and any other documents necessary for the City to approve the Job Order and issue a Purchase Order to the Contractor for a Project.

**Job Order Completion Time** means the period of time allotted for the Contractor to achieve Final Completion of a Job Order.

**Job Order Contract** means a competitively bid, indefinite quantity Contract for accomplishing construction and construction related services. Work is accomplished through the issuance of individual Job Orders against the Contract. Each Job Order issued under the

JOC will be a firm fixed priced order for accomplishing specific Construction Tasks enumerated in a Detailed Scope of Work.

**Joint Scope Meeting** means the joint activity that takes place with the City's Project Manager and the Contractor to review the Detailed Scope of Work related to a specific Job Order before it is finalized and issued to the Contractor.

**Local Workforce Participation Requirements** shall mean the requirements set forth in § 18-89 of the City Code that (unless determined inapplicable or exempted by the City Manager pursuant to this Code Section) the Respondent Contractor will employ on-site labor from persons who reside within the Miami-Dade County boundaries (e.g., County limits).

**Lump Sum or Stipulated Sum** means fixed price where the Contractor assumes the responsibility for executing the complete Job Order work for the stated total sum of money (Job Order Amount). This fixed price cannot be exceeded except due to extraordinary and unforeseen circumstances requiring an amendment to the Job Order Amount. Generally the City will have no liability to pay any sum, fee or cost in excess of the Lump Sum.

**Materials** mean goods or equipment incorporated in a Project(s), or used or consumed in the performance of the Work.

**Notice of Award** means the written letter to the Contractor notifying the Contractor that they have been awarded the Contract.

**Non-Prepriced Tasks** mean Work tasks required to complete a Detailed Scope of Work that are not included in the Construction Task Catalog<sup>®</sup> but are within the general scope and intent of the Contract Documents. Non-Prepriced Work tasks shall be separately identified and submitted in the Price Proposal.

**Normal Construction Working Hours** means the hours where construction operations are normally allowed within the City of Miami as stipulated by the most recent City Code in effect. Presently, 8:00 A.M. - 6:00 P.M., Monday through Friday and non-City-recognized holidays.

**Notice To Proceed** means a written letter or directive issued by the Director or designee acknowledging that all conditions precedent have been met and directing that the Contractor may begin Work on the Project(s).

**Other Than Normal Construction Working Hours** means the hours where construction operations are not normally allowed within the City of Miami as stipulated by the most recent City Code in effect. Presently, 6:00 PM - 8:00 AM, Monday through Friday, and anytime Saturday, Sunday and City-recognized holidays.

**Physical Construction Labor** means the excavation, movement of earth, erection of forms or structures, or similar activity for the Project or Work.

**Plans and/or Drawings** means the official graphic representations of a Project(s).

**Pre-Priced Task** means a task included with in the Construction Task Catalog<sup>®</sup> for which a Unit Price has been established.

**Price Proposal** means the Contractor prepared document quoting fixed price and schedule for the completion of the Detailed Scope of Work as requested by the City, referenced in the Request for Price Proposal that must be completed in Progen<sup>®</sup>.

**Proposal Package** means a set of documents including at least: (1) a Price Proposal; (2) a proposed Construction Schedule; (3) a list of proposed Subcontractors indicating; (4) sketches, drawings, or layouts; and any other products of the Incidental Scope Development Services and (5) required Submittals, including but not limited to, technical data or information on proposed materials or equipment.

**Project or Work** as used herein refers to all reasonably necessary and inferable construction and services required by the Contract Documents whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by

the Contractor to fulfill the (its) obligations, including completion of the construction in accordance with the Drawings and Specifications. The Work may constitute the whole or a part of the Project(s).

**Project Manager** means the City employee assigned by the Director of OCI to manage project(s) that may include, but is not limited to, coordination of design, procurement and construction activities; assigning management tasks to EOR, CM or CEI (hereby known as designee), establish lines of communication and responsibilities to ensure that the project is completed in a timely manner.

**Request For Information (RFI)** means a request from the Bidder seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is needed. The RFI must set forth the Bidder's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

**Risk Administrator** means the City's Risk Management Director who is also known as the Risk Administrator, or designee, or the individual named by the City Manager to administer matters relating to insurance and risk of loss for the City.

**Request for Price Proposal (RFPP)** means the document issued by the City which formally requests the Contractor to prepare a Price Proposal for a Detailed Scope of Work.

**Site** means the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by City's Project Manager.

**Specifications** mean all of the directions, requirements and standards of performance applying to the Work as detailed and designated in the Volume III of the ITB documents and any modifications or supplement thereto. The Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format and are filed per CSI guidelines.

**Subcontractor** means a person, firm or corporation, other than employees of the Contractor, having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

**Submittal** means documents prepared and submitted by the Bidder to pre-qualify under this solicitation.

**Substantial Completion** means that point at which the Work is at a level of completion in substantial compliance with the Agreement such that the City can use, occupy and/or operate the facility in all respects to its intended purpose. Substantial Compliance shall not be deemed to have occurred until any and all governmental entities, which regulate or have jurisdiction over the Work, have inspected, and approved the Work. Beneficial use or occupancy shall not be the sole determining factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of occupancy has been issued.

**Superintendent** means the representative of the Contractor at the construction site, who is authorized to receive instructions from the City, and who is authorized to direct the performance of Work on the behalf of the Contractor.

**Supplemental Job Order** means a Job Order issued to add, delete or modify the Detailed Scope of Work, Job Order Amount or Job Order Completion Time related to an existing Job Order.

**Technical Specifications** means the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**Unit Price** means the price published in the Construction Task Catalog<sup>®</sup> for a specific construction or construction related task. The Unit Prices are fixed for the duration of the

Contract. Each unit price is comprised of the labor, equipment and materials costs to accomplish that specific task.

**Work** means the complete construction required by the Contract Documents, including all labor necessary to produce such construction and all materials, supplies, and equipment incorporated or to be incorporated in such construction.

## **2. Time is of the Essence**

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, were included because of their importance to the City.

Contractor acknowledges and recognizes that the City is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Job Order Completion Time.

In agreeing to bear the risk of delays for completion of the Work except for extensions approved in accordance with Article 71, Excusable Delays, the Contractor understands that, except and only to the extent provided otherwise in the Contract Documents, the occurrence of events of delay within the Contractor's control, the Work shall not excuse the Contractor from its obligation to achieve full completion of the Work within the Job Order Completion Time, and shall not entitle the Contractor to an adjustment. All parties under the control or contract with the Contractor shall include but are not limited to material persons, Subcontractors, suppliers, and laborers.

The Contractor acknowledges that the City is purchasing the right to have the Contractor continuously working at the Project(s) site(s) for the full duration of the Project(s) to ensure the timely completion of the Work.

## **3. Contract Term**

The term of this Contract shall be for three (3) years commencing upon execution of the Contract by the City. The City, by action of the City Manager, and the Contractor shall have the bilateral option to extend the term for two (2) additional periods of one (1) year each, subject to continued satisfactory performance as determined by the Director, and subject to the availability and appropriation of funds. The total term, with both extensions, would be for five(5) years. The Contract shall terminate upon notice by the City that the Contract has been closed-out after Final Completion of all Projects awarded under the Contract or otherwise terminated by the City pursuant to the terms and conditions herein set forth.

## **4. Notices**

Whenever either party desires to give Written Notice unto the other relating to the Contract, such must be addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within three (3) days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For City of Miami:

**Daniel J. Alfonso**  
**City Manager**  
**Office of the City Manager**  
City of Miami  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, Florida 33130  
Email: [djalfonso@miamigov.com](mailto:djalfonso@miamigov.com)  
Phone: (305) 416-1025

**Annie Perez, CPPO**  
**Director/Chief Procurement Officer**  
**Department of Procurement**  
City of Miami  
444 S.W. 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor  
Miami, Florida 33130  
Email: [AnniePerez@miamigov.com](mailto:AnniePerez@miamigov.com)  
Phone: (305) 416-1910

**Jeovanny Rodriguez, P.E.**  
**Director**  
**Office of Capital Improvements**  
City of Miami  
444 S.W. 2<sup>nd</sup> Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33130  
Email: [jeovannyrodriguez@miamigov.com](mailto:jeovannyrodriguez@miamigov.com)  
Phone: (305) 416-1225

For Contractor:  
**TBD**

During the Work the Contractor shall maintain continuing communications with Consultant (if any) and the Project Manager. The Contractor shall keep the City fully informed as to the progress of the Project(s) at all times through ongoing communications with the Project Manager.

The Contractor shall notify the Miami Police Department and Fire Department about the construction schedule(s). The Contractor is required to obtain a current list of contact persons and phone numbers from the City of Miami's Project Manager prior to Construction.

The Contractor must notify residents living within five-hundred (500) feet of the Project in writing as least one week in advance prior to commencing work in the general area.

## **5. Priority of Provisions**

All Work shall be constructed in accordance with the latest edition of the City of Miami's Contract Documents and Specifications. The City of Miami's Standards for design and construction as well as the Miami-Dade County Public Works Manual, Miami-Dade County's



Standards Details, and the 2016 Edition of the Florida Department of Transportation Specifications Road and Bridge Construction.

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications and plans prepared by the Consultant, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Amendments to the Contract shall govern over the Contract;
- The Contract Documents shall govern over the Contract; and,
- Addenda to an ITB shall govern over the ITB.

In the event of conflicts within the Contract Documents the priorities stated below shall govern:

- Scope of Work and Specifications shall govern over plans and drawings;
- Specifications of the City, state or federal governments shall prevail over the Technical Specifications, Volume III;
- Job Order shall prevail over the Technical Specifications, Volume III;
- Schedules, when identified as such shall govern over all other portions of the plans;
- Specific notes shall govern over all other notes, and all other portions of the plans, unless specifically stated otherwise;
- Larger scale drawings shall govern over smaller scale drawings;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and,
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

## **6. Indemnification**

Contractor shall indemnify, defend (at its own cost and expense), save and hold harmless City, its officers, agents, directors, and employees, from all liabilities, damages, losses, judgments, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall, further, hold the City, its officials and employees, harmless for, and defend the City, its officials and/or employees against, any civil actions, statutory, warranty, tort, contract, property damage or loss, or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. This indemnification, hold harmless and duty to defend shall survive the cancellation and the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and

interpretation, which conforms to the limitations of §725.06 and/or §725.08, Florida Statutes as applicable.

Contractor shall require all Subcontractor agreements to include a provision that they will indemnify, hold harmless, and defend the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Agreement.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, hold harmless and duty to defend the receipt and sufficiency of which is acknowledged by the Contractor.

## **7. Insurance**

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage's set forth herein.

**7.1 Workers' Compensation** insurance to apply for all employees in compliance with the Statutory "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

- Waiver of Subrogation
- Statutory State of Florida
- Limits of Liability

**7.2 Employers' Liability** with a limit of **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by an accident, each accident. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, each employee. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, policy limit.

**7.3 Commercial General Liability (Primary & Non Contributory)**  
**(CG 2010 11/85)**

(CGL) with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, with a general aggregate limit of **Two Million Dollars (\$2,000,000.00)**. Coverage must be afforded on a primary and noncontributory basis and with a coverage form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000.00)** per project. Contractor shall maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000.00)**.
- CGL Required Endorsements
  - Employees included as insured

- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations Liability
- Explosion, Collapse and Underground Hazard
- Loading and Unloading
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor

City is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

**7.4 Business Automobile Liability** with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Auto/All Owned Autos/Scheduled;
- Hired, Borrowed, and Non-Owned Vehicles;
- Employers' Non-Ownership;
- Employees included as insured;
- City of Miami as Additional Insured.

**7.5 Umbrella Policy (*Excess Following Form/True Excess Following Form/True Umbrella*)**

- Bodily injury and property damage liability with limits of **Three Million Dollars (\$3,000,000.00)** each occurrence and an aggregate limit of **Three Million Dollars (\$3,000,000.00)**.

Excess follow form over all applicable liability policies contained herein. City of Miami is listed as an additional insured.

**7.6 Builder's Risk (if applicable)**

Causes of loss: All Risk-Specific Coverage Project Location.

Valuation: Replacement Cost Deductible: \$2,500, All other Perils 5% maximum on Wind, City of Miami included as an Additional Insured.

As provided by Carrier:

- Materials, supplies and similar property owned by others for which you are responsible.
- Full coverage up to policy limits for equipment breakdown.
- Temporary storage/transit coverage.
- Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
- Fences, scaffolding, construction forms coverage and signs

- Valuable papers coverage for blueprints, site plans and similar documents.
- Trees, shrubs, sod, plants while at premises.
- Earthquake
- New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
- Temporary structures, cribbing and false work built or erected at construction site.
- Unintentional errors and omissions in reporting clause
- Full coverage up to policy limits for testing including physical loss caused by pneumatic and hydrostatic testing.
- Debris Removal.
- Applicability shall be determined (solely by the City) on a Project by Project basis and communicated to the Contractor in the RFPP. The Contractor shall provide insurance.

**7.7 Installation Floater (if applicable)**

Required for the installation of machinery and/or equipment into an existing structure is required. The coverage shall be "All Risk" coverage including installation and transit for one hundred percent (100%) of the "installed replacement cost value," covering City as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim. Applicability shall be determined (solely by the City) on a Project by Project basis and communicated to the Contractor in the RFPP. The Contractor shall provide insurance certificates evidencing required coverage's in a timely manner.

**7.8 Flood Insurance (if applicable)**

When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Program. Applicability shall be determined (solely by the City) on a Project by Project basis and communicated to the Contractor in the RFPP. The Contractor shall provide insurance certificates evidencing required coverage's in a timely manner.

**7.9 Pollution Liability Insurance (If applicable)**

When the Work to be performed for a Project includes abatement, encapsulation, or other activities involving hazardous materials, certificates of insurance evidencing appropriate coverages (i.e., Pollution Liability Insurance) with coverage amounts, endorsements, additional named insureds, etc., deemed satisfactory (in the sole judgment of the City). The insurance coverage may be provided by the appropriately qualified and licensed Subcontractor. Applicability shall be determined (solely by the City) on a Project by Project basis and communicated to the Contractor in the RFPP. The Contractor shall provide insurance certificates evidencing required coverage's in a timely manner.

**The City may require the Contractor to provide Installation Floater, Flood Insurance, Pollution Liability Insurance, Owners and Contractors Protective (OCP) Liability**

**Coverage and/or any other additional insurance required by the City, as determined by the City on a Job Order by Job Order Basis. The cost of all activities required to obtain the insurance(s) will be at the Contractor's expense. However, all such costs incurred by the Contractor to acquire and provide the additional insurance(s) will be treated as a contract cost reimbursable. The Contractor shall be allowed to include the applicable line items from the Construction Task Catalog® in their Price Proposal, supported by documented receipts, to receive a dollar-for-dollar reimbursement (no markup).**

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide City with at least thirty (30) days' notice of cancellation and/or restriction.

**Contractor shall furnish to the Office of Capital Improvements the Certificates of Insurance or endorsements evidencing the insurance coverage for Worker's Compensation, Employers' Liability, Commercial General Liability, Business Automobile Liability and the Umbrella Policy above within fifteen (15) calendar days after notification of award of the Contract.** The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

The official title of the Owner is the City of Miami, Florida. This official title shall be used in all insurance documentation. The City of Miami shall be listed as an additional insured where applicable.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above to the Contractor.

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Administrator prior to insurance approval.

The Risk Administrator or authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor in accordance with Section 2, General Conditions, Article 4, Notices. Contractor shall comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the contract value as necessary. For insurance bonding issues and decisions, the City shall act through its Risk Administrator (unless otherwise stated).

## **8. Performance and Payment Bond**

The Contractor, with the submission of its first Price Proposal, during the initial term or any subsequent option to renew periods, shall furnish a Performance Bond and Payment Bond ("Bond") containing all the provisions of the attached Performance Bond and Payment Bond forms. Failure to provide the Bonds shall result in removal of the Contractor from the JOC Program.

The initial Bond shall be in the amount equal to one hundred percent (100%) of the estimated annual value of each contract (horizontal construction contract and vertical construction contract) guaranteeing to City the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractors employed for Project(s) issued under the JOC Program. Each Bond shall be with a Surety,

which is qualified pursuant to Article 9, Qualification of Surety. The Payment and Performance Bond shall be substantially in the form prescribed by Section 255.05, Florida Statutes, and shall be subject to the review and approval of the City Manager or Director of Risk Management. Any material deviation from the prescribed form or amount of bond or required amount of the bond will be rejected.

The Bonds shall continue in effect for one year after Final Completion and acceptance of each Project with liability equal to one hundred percent (100%) of the dollar value of Purchase Orders issued under the Contract, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project(s).

If for any reason, in the event the City increases the dollar value of the contracts, such bond amounts cease to be adequate to cover the dollar value of Job Orders issued and/or uncompleted Work, the Contractor shall, at its own expense, furnish an additional bond or bonds. In such event, no further payments to the Contractor shall be deemed to be due, or new Job Orders issued under the Contract until such new or additional security for faithful performance and payment is furnished by the Contractor in amount, manner and form satisfactory to the City.

The Contractor shall incorporate all costs for complying with the Payment and Performance Bond requirements of the Contract in its overhead assumptions and calculations incorporated into its Adjustment Factor at the time of Bid. No other means of compensation shall be provided to the Contractor for the compliance with the Contract's bonding requirements.

The City must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as amended from time to time, Contractor shall ensure that the Bond(s) referenced above shall be recorded in the public records and provide City with evidence of such recording.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or irrevocable/ unconditional letter of credit in the form attached. Such alternate forms of security shall be subject to the prior approval of City Manager or the Director of Risk Management, and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work. The security furnished must be from a surety or bank authorized to transact business in Florida. Personal checks or promissory notes or their equivalent are NOT acceptable alternate forms of security.

## **9. Qualification of Surety**

Bid Bonds, Performance/Payment Bonds over Two Hundred Thousand Dollars (\$200,000):

Each Bond must be executed by a surety company with a rating of (A-) and based on the Financial Size Category of (VII). The surety company must be of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR

Section 223.10, Section 223.111). Further, the Surety shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

## **10. General Requirements**

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 City or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain, and assign to the performance of a Project a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff if so requested by the Project Manager, should the Project Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor shall provide temporary facilities and controls necessary to perform the Work and to ensure safe and proper access and use of the site by the Project Manager and the Consultant.

The Contractor shall at all times cooperate with the City and the Consultant, and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The City, the Consultant and other agencies authorized by the City, shall have full access to the Project(s) site(s) at all times.

The Contractor shall be responsible for the good condition of the Work or materials until formal release from his obligations under the terms of the Contract Documents.

Contractor shall bear all losses resulting to it on account of the amount or character of the Work, or the character of the ground, being different from what he anticipated.

The Contractor shall at all times conduct the Work in such manner and in such sequence as will ensure the least practicable local interference. Contractor shall not open up Work to the prejudice of Work already started, and the Project Manager may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

Contractor is to take necessary precautions and use caution when working in or around overhead transmission lines and underground utilities.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

## **11. Method of Performing the Work**

If the Project Manager reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Construction Schedule accepted by or determined by the Project Manager, the Project Manager or the Consultant shall have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project(s) within the specified time. The Contractor shall immediately comply with such orders at no additional cost to the City. The City at its sole option may also

have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles shall not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor and any damaged curbing, grass areas, sidewalks or other areas shall be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor shall take all necessary and prudent measure to control dust.

The Contractor shall furnish to the Project Manager and the Consultant a complete listing of 24-hour telephone numbers at which responsible representatives of the Contractor and all of the Contractor's Subcontractor can be reached should the need arise at any time.

## **12. Work Staging and Phasing**

The Work to be performed shall be done in such a manner so as not to interfere with the normal City operations of the Project site or facility. The manner in which the Work is performed shall be subject to the approval of the Project Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of City services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of City operations.

The Contractor shall familiarize itself with normal City operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

A staging plan must be submitted to and approved by the Project Manager or the Consultant prior to the start of construction and issuance of the Notice to Proceed. Such staging plan shall be revised and resubmitted as necessary during construction.

## **13. Site Investigation and Representation**

Prior to the submission of a Price Proposal, the Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract Documents, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the performance of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the Project(s) site(s) as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in this Contract Documents.

Contractor shall examine the soil conditions at the Project site to determine if any special shoring, sheeting, or other procedures are necessary to protect adjacent property during excavation of subsoil materials or during filling of any area(s), or for any operation during the performance of the Work.

Any failure by the Contractor to acquaint itself with all the provided information and information obtained by visiting the Project(s) site(s) will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract



Documents. In the event that the actual subsurface conditions vary from the actual City provided reports the Contractor shall notify the City and this Contract Documents amount may be adjusted up or down depending on the conditions.

**14. Contractor to Check Plans, Specifications and Data**

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Project Manager or Consultant as part of a Contract Documents, and shall notify the Project Manager and the Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by the Project Manager or by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

**15. Contractor's Responsibility for Damages and Accidents**

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until Final Acceptance by City, and shall promptly repair or replace, at no additional cost to the City, and to the satisfaction of the Project Manager, any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Lawn Areas - All lawn areas disturbed by construction shall be replaced with like kind to a condition similar or equal to that existing before construction. Where sod is to be removed, it shall be carefully removed, and the same re-sodded, or the area where sod has been removed shall be restored with new sod in the manner described in the applicable section. Fences - Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor, and shall be left in as good of a condition as before the starting of the work.

Where fencing, walls, shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition all such destroyed or damaged landscaping and improvements.

**16. Accidents**

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code Regulations, including 29 Code of Federal Regulations (CFR) 1926.50.

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

**17. Safety Precautions**

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:

- All employees on the Project(s) site(s) and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project(s) site(s); and

- Other property at the Project(s) Site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall designate a responsible member of its organization at the Project(s) site(s) whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated in writing by Contractor to Project Manager.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Project Manager has issued the Contractor a notice of Final Acceptance.

Contractor must adhere to the applicable environmental protection guidelines for the duration of a Project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Miami-Dade County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all federal state and local regulations.

All open trenches or holes shall be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

If an emergency condition should develop during a Project, the Contractor must immediately notify the Project Manager of each and every occurrence. The Contractor should also recommend any appropriate course(s) of action to the Project Manager and the Consultant.

## **18. Occupational Health and Safety**

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of a Project must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- The chemical name and the common name of the substance;
- The hazards or other risks in the use of the substance, including:
  - The potential for fire, explosion, corrosion, and reaction;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance;

- The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure;
- The emergency procedure for spills, fire, disposal, and first aid;
- A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information; and,
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

**19. Labor and Materials**

Unless otherwise provided in the Detailed Scope of Work, Contractor shall provide and pay for all materials, labor, water, tools, equipment, supplies, furnishing, fixtures, inventory, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project(s) site(s) and shall not employ on the Project(s) any unfit person or anyone not skilled in the Work to which they are assigned.

**20. Rules, Regulations, Laws, and Licenses**

The Contractor shall comply with all laws, rules, regulations, permits, licenses, standards, manuals, specifications, public agency consents and approvals relative to the provision of services , equipment, supplies and/or materials specified in the Contract Documents, including without limitation those imposed by the federal, state, county or city agencies having jurisdiction over the matter. The Contractor, its agents, Subcontractors and representatives shall be familiar with and comply with all federal, state and local laws, rules, regulations and approvals that may affect the Work, goods and/or services offered.

**21. Consultant Services**

The City, at its sole discretion may hire a Consultant who shall serve as the City's Representative for the Project(s) to be performed under the Contract Documents. The Contract Documents will state that a City's representative has been contracted with for the management of the Work under the Contract Documents and who will be the lead point of contact, the Consultant or the Project Manager. Where a Consultant has been identified, the Consultant and the Project Manager will have authority to act on behalf of the City to the extent provided in the Contract Documents and as outlined in Article 22, Authority of the Project Manager, of the General Terms and Conditions.

On the basis of the on-site observations, the Consultant will keep the Project Manager informed of the progress of the Work. In the capacity of interpreter, the Consultant will exercise the best efforts to ensure faithful performance by both the Project Manager and the Contractor and will not show partiality to either.

The Project Manager will assist the Consultant in conducting inspections to determine the date or dates of Substantial Completion and Final Acceptance and will receive and review written warranties and related documents required by the Contract and the Contract Documents. The Consultant will be responsible for receiving all documentation for review and acceptance. Upon acceptance such documentation will be forwarded to the Project Manager. The Project Manager in conjunction with the Consultant will approve Schedules of Values, Construction Schedules, Subcontractors and invoices.

The City may contract for additional consultant services, including but not limited to construction examination and observation services. Such services are intended to be additional services and are not intended to and shall not be construed to supplant or alter the role and responsibilities of the Consultant.

In case of the termination of employment of the Consultant, the City may, at its sole discretion, appoint another Consultant, whose status under the Contract shall be as that of the terminated Consultant.

## **22. Project Management**

Where a Contractor is awarded Work, the Contractor shall be responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract Documents. Project Management shall include, but is not limited to: obtaining bids from Subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that Subcontractors comply with all City requirements; performing the Work in accordance with the Contract Documents to the satisfaction of the Project Manager; paying all Subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion.

## **23. Superintendence and Supervision**

The orders of the City are given through Consultant or Project Manager, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project(s) during its progress, a full-time competent English speaking Superintendent and any necessary assistants, all satisfactory to the Project Manager. The Superintendent shall not be replaced except with the written consent of the Project Manager, unless the Superintendent proves to be unsatisfactory to Contractor and ceases to be in Contractor's employment. The Superintendent shall represent Contractor and all directions given to the Superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Project Manager upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using Contractor's best skills and attention. The Project Manager and the Consultant shall be provided telephone number(s) for the Superintendent where the Superintendent can be contacted during normal working hours as well as after hours for emergencies.

On Project(s) in excess of thirty (30) calendar days, the Contractor's Superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project(s) site(s); visitors to the Project site, including representatives of the City, Consultant, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in indelible ink. The daily log shall be kept on the Project(s) site(s) and shall be available at all times for inspection and copying by the Project Manager and Consultant.

The Project Manager, Contractor and Consultant shall meet at least every two (2) weeks or as otherwise determined by the Project Manager, during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

If Contractor, in the course of performing the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Plans, it shall be the Contractor's duty to immediately inform the Project Manager and Consultant, in writing, and Project Manager, will promptly review the same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk.

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

All Work, including trade Work shall be performed and supervised by persons properly licensed for the Work being performed.

**24. Authority of the Project Manager**

The Director hereby authorizes the Project Manager or the Consultant designated in the Contract Documents to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under this Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and the Consultant and shall promptly respond to requests of the Project Manager and Consultant, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's or Consultant's determination or requests. Where requests are made orally, the Project Manager or Consultant will follow up in writing, as soon thereafter as is practicable.

The Project Manager or Consultant shall have authority to act on behalf of the City to the extent provided by the Contract, unless otherwise modified in writing by the City. All instructions to the Contractor shall be issued in writing, and shall be issued through the Director, Project Manager or the Consultant.

The Project Manager and Consultant shall have access to the Project(s) Site(s) at all times. The Contractor shall provide safe facilities for such access so the Project Manager and Consultant may perform their functions under the Contract. The Project Manager and Consultant will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents.

The Project Manager and Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in his or her opinion, it is considered necessary or advisable to ensure the proper completion of the Contract Documents the Project Manager and Consultant will have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither the Project Manager's nor Consultant's authority to act under this paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager or Consultant to the Contractor, any Subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

All interpretations and recommendations of the Project Manager and Consultant shall be consistent with the intent of the Contract Documents.

The Project Manager and Consultant will not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

**25. Inspection of Work**

Consultant, Inspectors and the City shall at all times have access to the Work during normal work hours, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing.

Should the Contract Documents, Consultant, Inspector or Project Manager's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give the Project Manager timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Project Manager, it must, if required by the Project Manager, be uncovered for examination and properly restored at Contractor's expense.

Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with the City's testing laboratory or entity. The Contractor shall give the City and the Consultant timely notice of when and where tests and inspections are to be conducted so that the City or Consultant may be present for such procedures.

Re-examination of any of the Work may be ordered by the Project Manager or Consultant, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, City shall pay the cost of re-examination and replacement by means of a Supplemental Job Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents, or to delay the Work by failure to inspect the materials and Work with reasonable promptness, without the written permission or instruction of the Project Manager or Consultant.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the Contractor to any Inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor will constitute a breach of this Contract.

## **26. Taxes**

Contractor shall pay all applicable sales, consumer, use and any other taxes, levies, impositions, or assessments required by law, rule or regulation or imposed by any governmental authority with authority to assess them. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

## **27. Separate Contracts**

Prior to the commencement of the Work, the Project Manager or the Consultant will notify the Contractor of all ongoing projects or projects scheduled to commence during the Work that may require coordination. The Contractor shall be responsible for coordinating the Work with any other project to minimize any potential adverse impact. Contractor shall not be entitled to any days of delay for failure to properly coordinate the Work. The Consultant and the Project Manager will assist the Contractor in coordinating the Work, however, the sole responsibility for coordination rests with the Contractor.

If any part of Contractor's Work depends for proper execution or results, upon the work of any other persons, Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on

the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall at once report to the Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

**28. Lands of Work**

City shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by City for the use of Contractor.

Contractor shall provide, at the Contractor's own expense, and without liability to City, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. The appropriate tasks and quantities from the CTC, in accordance to all rules established in the CTC can be included in Contractor's Price Proposal (subject to review and approval by the City) to address such needs. Contractor shall furnish to City copies of written permission obtained by Contractor from the owners of such facilities.

**29. Coordination of Work**

The Project(s) Site(s) may be occupied and may operate on a twenty-four (24) hour seven (7) day a week schedule. Contractor shall ensure that the performance of the Work does not impact any ongoing operations at Project(s) Site(s), which also includes the delivery of any materials and equipment. Access to and egress from the Project(s) Site(s) shall be coordinated with the Project Manager and the Consultant to minimize interference to regular and emergency operations of the facility.

Contractor may be required to coordinate the Work with other contractors performing work at the Project(s) Site(s).

**30. Differing Site Conditions**

In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project(s) Site(s) which differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project(s) Site(s), of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. Project Manager and the Consultant shall, within two (2) business days after receipt of Contractor's written notice, investigate the Site conditions identified by Contractor. If, in the sole opinion of the Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager shall recommend an equitable adjustment to the Job Order Amount or Job Order Completion Time, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Job Order Amount or Job Order Completion Time, the adjustment shall be referred to the Director for determination. Should the Director determine that the conditions of the Project(s) Site(s) are not so materially different to justify a change in the terms of the Contract Documents, the Director shall so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision shall be allowed unless Contractor has given written notice and otherwise fully documented altering site conditions in strict accordance with the provisions of this Article. No

request for an equitable adjustment or change to the Job Order Amount or Job Order Completion Time for differing site conditions shall be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

**31. Existing Utilities**

Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings provided for a Project. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies, variations, and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City for their accuracy or completeness. No request for additional compensation or Job Order Completion Time resulting from encountering utilities not shown or not known will be considered. The Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustments. The Contractor must coordinate all underground utility locations through “**Sunshine State One Call of Florida, Inc.**”, who shall be contacted a minimum of forty-eight (48) hours before the Contractor commences any digging. The Contractor is responsible for removing all utility markings once the work is completed. Final payment to the Contractor may be withheld until the utility marks are removed.

**32. Contractor’s Responsibility for Utility Properties and Service**

Where the Contractor’s operations could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor’s failure to protect utilities encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor’s expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager, at Contractor’s expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager.

Replace, with material approved by the Project Manager, at Contractor’s expense, any existing utilities damaged during the Work



**33. Interfering Structures**

An attempt will be made to show major structures on the furnished Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Contractor shall field verify all locations. Contractor shall coordinate with any affected companies, including utility companies and take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground, including have the owner of the interfering structures place temporary supports.

**34. Field Relocation**

During the process of the Work, it is expected that minor relocations of the Work may be necessary. Such relocations shall be made only by the direction of the Project Manager at the Contractor's expense. If existing structures are encountered that will prevent construction as shown, the Contractor shall notify the Project Manager before continuing with the Work in order that the Project Manager may make such field revisions as necessary to avoid conflict with the existing structures. Where the Contractor fails to notify the Project Manager when an existing structure is encountered, and proceeds with the Work despite this interference, the Contractor does so at his own risk.

**35. Contractor's Use of Project(s) Site(s)**

Limitations may be placed on the Contractor's use of the Project(s) Site(s) and such limitations will be identified by the Project Manager. In addition to such limitations, the Project Manager may make storage available to the Contractor, at his sole discretion, based on availability of space. The Contractor shall also coordinate and schedule deliveries so as to minimize disruptions to City day-to-day operations.

The Contractor shall limit its use of the Project(s) Site(s), so as to allow for the City's continuous operation. This is necessary, as the Project(s) Site(s) may remain in operation during the Work.

The Contractor shall:

- Confine operations at the Project(s) Site(s) to the areas permitted by the Project Manager; not disturb portions of the Project(s) Site(s) beyond the specified areas; conform to Project(s) Site(s) rules and regulations affecting the Work.
- Keep existing driveways and entrances serving surrounding facilities clear and available to the City, its employees and the public at all times; not use areas for parking and/or storage of materials except as authorized by the Project Manager.
- o Assume all responsibility for its tools, equipment and materials, including any materials purchased for the Work and not accepted by the City, and its vehicles while performing Work for the City and/or while parked or stored at a City facility. The City assumes no liability for damage or loss to the items specified in this paragraph.

Access to parking and egress from the Project(s) Site(s) shall be subject to the approval of the Project Manager.

**36. Warranty of Materials and Equipment**

Contractor warrants to City that all materials and equipment furnished under the Contract Documents will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

## **37. Material and Equipment Shipment, Handling, Storage and Protection**

### Preparation for Shipment

When practical, equipment shall be factory assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with assembly plan and instructions. The separate parts and assemblies shall be factory match-marked or tagged in a manner to facilitate assembly. All assemblies are to be made by the Contractor at no additional cost to the City.

Generally, machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating, or other approved protective method.

Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.

The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.

### Packaging and Delivery of Spare Parts and Special Tools

Properly mark to identify the associated equipment by name, equipment, and part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and storage. Ship in boxes that are marked to indicate the contents. Delivery of spare parts and special tools shall be made prior to the time associated equipment is scheduled for the initial test run.

### Shipment

All equipment and material shall be shipped with freight and shipping paid, FOB job site.

The Contractor shall request a 7-day advance notice of shipment from manufacturers, and, upon receipt of such notice, provide the Engineer with a copy of the current delivery information concerning equipment items and material items of critical importance to the Construction Schedule.

### Receiving

The Contractor shall unload and record the receipt of all equipment and materials at the jobsite.

All costs for receiving, inspection, handling, storage, insurance, inventory control, and equipment maintenance for the Contractor-Supplied and City-Supplied materials and equipment shall be included in the Contractor's Adjustment Factors and no extra compensation will be allowed.

### Inspection

Immediately upon receipt of equipment and materials at the jobsite, the Contractor shall inspect for completeness and any evidence of damage during shipment. City supplied equipment and material shall be inspected and inventoried together with City's Inspector. Should there appear to be any shortage or damage, the Project Manager shall be immediately notified; and the Contractor shall be fully responsible for informing the manufacturers and the transportation company of the extent of the shortage or damage. If the item or items require replacing or supplying missing parts, the Contractor shall take the necessary measures to expedite the replacement or supply the missing parts.

### Handling

Equipment and materials received for installation on the Project(s) shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.

#### Storage

Equipment and materials shall be stored prior to installation as recommended by the manufacturer. Generally, materials such as pipe shall be stored off the ground in approved storage yards. Items subject to damage by the elements, vandalism, or theft shall be stored in secure buildings. Items requiring environmental control for protection shall be provided with the necessary environmentally controlled storage facilities at no cost to the City.

#### Insurance

The Contractor's insurance shall adequately cover the value of materials delivered but not yet incorporated into the Work.

#### Inventory Control

Equipment and materials shall be stored in a manner to provide easy access for inspection and inventory control. The Contractor shall keep a running account of all materials in storage to facilitate inspection and to estimate progress payments for materials delivered but not installed in the Work.

#### Equipment's Maintenance Prior to Acceptance by the City

Provide the required or manufacturer's recommended maintenance during storage, during the installation, and until such time as the City accepts the equipment for full-time operation.

#### Salvage Equipment

Any salvageable pipe, fittings, or other miscellaneous material or equipment removed during construction and not reused in the Work shall be cleaned, hauled, and stored by the Contractor at his own expense, where directed by the Project Manager, and shall remain the property of the City. All other material shall be disposed of by the Contractor at his own expense.

### **38. Manufacturer's Instructions**

The Contractor shall:

Comply with manufacturer's requirements for the handling, delivery and storage of all materials. Where required by the Contract Documents, Contractor shall submit manufacturer's printed instructions for delivery, storage, assembly, and installation.

Comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

Inspect each item of material or equipment immediately prior to installation and reject damaged and defective items.

Provide attachment and connection devices and methods for securing the Work; secure Work true to line plumb and level, and within recognized industry standards; allow for expansion and building movement; provide uniform joint width in exposed Work; arrange joints in exposed Work to obtain the best visual effect and refer questionable visual effect choices to the Consultant for final decision when applicable to the Work.

Confirm measurements and dimensions of the Work, as an integral step in starting each portion of the Work.

Install each unit or section of Work during favorable weather conditions, which shall ensure the best possible results in coordination with the entire Project(s) and isolate each unit of

Work from incompatible Work as necessary to prevent potential interference among each section and/or deterioration of equipment.

Coordinate enclosure of the Work, which requires inspections and tests so as to minimize the necessity of uncovering Work for that purpose.

When required by the Contract Documents or the manufacturer, a qualified representative shall be present to observe field conditions, conditions of surface and installation, quality of workmanship, and applications. Manufacturer's representative shall provide the Contractor and the Project Manager a written report of field observations.

**39. Manufacturer's Warranty**

Contractor shall provide all manufacturers' warranties. All warranties, expressed and/or implied, shall be made available to the City for material and equipment covered by this Contract Documents. All material and equipment furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Acceptance of the Project(s).

**40. Reference Standards**

Reference to the standards of any technical society, organization or body shall be construed to mean the latest standard adopted and published at the date of request for qualifications, even though reference may have been made to an earlier standard. Such reference is hereby made a part of the Contract Documents the same as if herein repeated in full and in the event of any conflict between any of these standards and those specified, the most stringent shall govern unless otherwise stated.

**41. Submittals**

Contractor shall review and approve all Shop Drawings, samples, product data, Schedule of Values, and any and all other submittals required for a Job Order to make sure they comply with the Contract Documents prior to submission to the Project Manager.

Contractor by approving and submitting any submittals, represents that they have verified the accuracy of the submittals, and they have verified all of the submittal information and documentation with the requirements of the Contract Documents. At time of submission the Contractor shall advise the Project Manager in writing of any deviations from the Contract Documents. Failure of the Contractor to advise the Project Manager of any deviations shall make the Contractor solely responsible for any costs incurred to correct, add or modify any portion of the Work to comply with the Contract Documents.

Each Shop Drawing submittal shall contain a title block containing the following information:

- Number and title of drawing, including Job Order title and Number
- Date of drawing and revisions
- Name of Contractor and Subcontractor (if any) submitting drawings
- Name of Project, Building or Facility
- Specification Section title and number
- Contractor's Stamp of approval, signed by the Contractor or his checker
- Space above the title block for Project Manager' or Consultant's action stamp
- Submittal or re-submittal number (whether first, second, third, etc.)  
Date of submittal

Contractor shall sign, in the proper block, each sheet of Shop Drawing and data and each sample label to certify compliance with the requirements of the Contract Documents. Shop Drawing submitted without the stamp and signature shall be rejected and it will be considered

that the Contractor has not complied with the requirements of the Contract Documents. Contractor shall bear the risk of any delays that may occur as a result of such rejection.

City shall not be liable for any materials, fabrication of products or Work commenced that requires submittals until the Project Manager has returned approved submittals to the Contractor.

Project Manager shall make every effort to review submittals within fourteen (14) calendar days from the date of receipt by the Project Manager. Project Manager's review shall only be for conformance with design concepts and the information provided in the Contract Documents. The approval of a separate item shall not constitute approval of an assembly in which the item functions. The Project Manager shall return the Shop Drawings to the Contractor for their use and distribution.

Acceptance of any submittal shall not relieve the Contractor of any responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has given written notice to the Project Manager of the specific deviations and the Consultant has issued written approval of such deviations.

By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that all materials, field measurements and field construction criteria related thereto have been verified, checked and coordinated with the requirements of the Work and have been verified, checked and coordinated with this Contract Documents.

Contractor shall be responsible for the distribution of all Shop Drawings, copies of product data and samples, which bear the Project Manager's or Consultant's stamp of approval. Distribution shall include, but not be limited to; job site file, record documents file, Subcontractor, suppliers, and other affected parties or entities that require the information.

The Contractor shall also provide copies of all plans approved and permitted by the required governing authorities.

The Contractor shall not be relieved of responsibility for errors or omissions in any and all submittals by the Project Manager's or Consultant's acceptance thereof. The Contractor warrants the adequacy for the purpose intended of any Shop Drawings or portion of a Shop Drawing that alters, modifies or adds to the requirements of the Contract Documents.

Nothing in the Project Manager's or Consultant's review of Shop Drawings, Submittals and Samples shall be construed as authorizing additional Work or increased cost to the City.

#### **42. Shop Drawings**

Contractor shall submit Shop Drawings as required by the Contract Documents. The purpose of the Shop Drawings is to show, in detail, the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract Documents.

Within five (5) calendar days after City's award of a Project, Contractor shall submit to the Project Manager a complete list and submittal log of items for which Shop Drawings are to be submitted and shall identify the critical items and all submittal dates. Approval of this list by the Project Manager shall in no way relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

After the approval of the list of items required in above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show its approval thereon.

Some Shop Drawings as either denoted in the Contract Documents or by the Florida Building Code (Code) or Florida Statute such as structural drawings, require that they be prepared by

a licensed engineer. It is the sole responsibility of the Contractor to ensure that the Shop Drawings meet all Code requirements.

In addition to all Shop Drawings required by the Contract Documents the Contractor must provide Shop Drawings for; all drainage structures including catch basins, drainage pipe, ballast rock, and exfiltration trench filter fabric.

If the Shop Drawings show or indicate departures from the Contract Documents, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract and Documents.

Project Manager shall review and accept or reject with comments, Shop Drawings within fourteen (14) calendar days from the date received. Project Manager's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Shop Drawings. No Work called for by Shop Drawings shall be performed until said Shop Drawings have been approved by the Project Manager. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Project Manager along with its comments as to compliance, noncompliance, or features requiring special attention.

If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

The minimum size for shop drawings shall be 11" X 17". Each Shop Drawing shall be clear, thoroughly detailed and shall have listed on it all Contract Documents references, drawing number(s), specification section number(s) and the shop drawing numbers of related work. Shop Drawings must be complete in every detail, including location of the Work. Materials, gauges, methods of fastening and spacing of fastenings, connections with other work, cutting, fitting, drilling and any and all other necessary information per standard trade practices or as required for any specific purpose shall be shown.

Where professional calculations and/or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager and Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

Contractor shall keep one set of Shop Drawings marked with Project Manager's approval at the job site at all times.

#### **43. Product Data**

Contractor shall submit four (4) copies of product data, warranty information and operating and maintenance manuals. Each copy must be marked to identify applicable products, models, options and other data. Contractor shall supplement manufacturer's standard data to provide information unique to the Work.

Contractor shall only submit pages that are pertinent. Submittals shall be marked to identify pertinent products, with references to the specifications and the Contract Documents. Identify reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances.

Contractor shall submit a draft of all product data, warranty information and operating and maintenance manuals at fifty percent (50%) completion of construction.

**44. Samples**

Contractor shall submit samples to illustrate the functional characteristics of the product(s). Submittals shall be coordinated for different categories of interfacing Work. Contractor shall include identification on each sample and provide full information.

**45. Record Set**

Contractor shall maintain in a safe place at the Project(s) Site(s) one record copy and one permit set of the Contract Documents, including, but not limited to (as they relate to each specific Project), all Drawings, Specifications, Shop Drawings, amendments, Supplemental Job Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager or Consultant, in good order and annotated to show all changes made during construction. The record documents shall be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Supplemental Job Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor shall certify the accuracy of the updated record documents. As a condition precedent to City's obligation to pay Contractor, the Contractor shall provide evidence, satisfactory to the Project Manager and the Consultant, that Contractor is fulfilling its obligation to continuously update the record documents. All buried items, outside the Project(s) Site(s), shall be accurately located on the record documents as to depth and in relationship to not less than two (2) permanent features (e.g., interior or exterior wall faces). The record documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record documents shall be available to the City and the Consultant for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, the record documents shall be delivered to the Project Manager by the Contractor. The Record Set of Drawing shall be submitted in both hard copy and as electronic plot files.

**46. Supplemental Drawings and Instructions**

The Project Manager or Consultant shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Job Order Amount or the Job Order Completion Time.

Project Manager or Consultant shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Contract Documents. In case of disagreement between the written and graphic portions of the Contract Documents, the written portion shall govern.

**47. Contractor Furnished Drawings**

The Contract Documents may require the Contractor to furnish design, shop and/or as-built drawings depending on the nature and scope of the Work to be performed. The following applies to the different types of drawings.

The Project Manager shall, after review of the drawings, initial and mark the drawings in one of the following manners:

1. ACCEPTED - No correction required.
2. PROCEED AS CORRECTED - Minor changes or corrections identified. Work can proceed subject to re-submittal and acceptance of the drawings.

3. REVISE AND RESUBMIT - Significant changes or corrections are recommended. Submittal must be revised and resubmitted for acceptance prior to Work proceeding.
4. REJECTED - Not in accordance with the Contract and/or Contract Documents due to excessive changes or corrections or other justifiable reason. Drawings must be corrected and resubmitted prior to any Work being performed.

Revisions required by the permitting jurisdiction must also be reviewed and accepted by the Project Manager prior to resubmission to the permitting agency.

Acceptance by the City shall not relieve the Contractor from responsibility for errors and omissions in the drawings.

#### **48. Substitutions**

Whenever materials or equipment are specified or described in the Detailed Scope of Work by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Consultant after sufficient information is submitted by the Contractor to allow City and the Consultant to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by City and Consultant from anyone other than Contractor.

If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Consultant for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Consultant in evaluating the proposed substitute. The Consultant may require the Contractor to furnish at Contractor's expense additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the Consultant, if the Contractor submits sufficient information to allow the Consultant to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Consultant shall be the same as those provided herein for substitute materials and equipment.

The Consultant shall be allowed a reasonable time within which to evaluate each proposed substitute. The Consultant and the City shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the City's and the Consultant's prior written acceptance which shall be evidenced by either a Supplemental Job Order or an approved submittal. The City and the Consultant may require the Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. If the Consultant rejects the proposed substitute, at their discretion, the City



may require the Contractor to reimburse the City for the charges of the Consultant for evaluating the proposed substitute.

Contractor shall maintain sole liability and responsibility for ensuring that all substitutions and any required design of such are in full compliance with and meet all the requirements of the Contract Documents.

**49. City Furnished Drawings**

The City, at its sole discretion and option, may furnish design drawings, as all or part of a Detailed Scope of Work. It shall be the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager and the Consultant any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor shall be solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the City prior to commencement. This shall also apply to any revisions or omissions identified by the Contractor. The Contractor shall submit all requests for information entitled Request for Information (RFI). The City shall respond to all RFI's in writing.

The Contractor shall have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions and/or errors, not identified in writing to the Project Manager prior to commencing the Work.

The drawings are to be addressed as a complete set and should not be used in parts. Contractor shall be responsible to coordinate the set of drawings with all trades to ensure that the Work will be performed correctly and coordinated among the trades. Contractor shall not scale the drawings.

**50. Interpretation of Drawings and Documents**

Drawings and specifications are intended to be consistent, be mutually explanatory, and should be used together and not separately. During the performance of the Project(s), should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and/or specifications and the Contractor agrees to abide by the Project Manager's or Consultants interpretation and perform the Work in accordance with the decision of the Project Manager or the Consultant. In such event, the Contractor will be held to have included in its Price Proposal the best materials suitable for the purpose and/or methods of construction.

**51. Product and Material Testing**

All tests shall be performed by the Contractor, except where otherwise specifically stated in the Job Order. All costs for testing performed by the Contractor shall be at the Contractor's expense, and shall be included in the Price Proposal and in accordance with the rules specifically found in the CTC. The City may, in its sole and absolute discretion, test materials and products at its own cost. However, should such materials or products fail to pass the test and/or meet the requirements of the Contract Documents, the Contractor shall reimburse the City for the cost of such tests and repair or replace said materials or products. In such instances the City may deduct such cost from any payments pending to the Contractor.

**52. Field Directives**

The Project Manager or Consultant may at times issue field directives to the Contractor based on visits to the Project(s) Site(s). Such Field Directives shall be issued in writing and the Contractor shall be required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor shall, within forty-eight (48) hours, notify the Project Manager that the work is outside the scope of the Work. At that time the Field Directive may be rescinded or the Contractor may be required to submit a request

for a change to the Contract. Where the Contractor is notified of the City's position that the Work is within the scope and the Contractor disagrees, the Contractor shall notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive. At no time shall the Contractor refuse to comply with the directive. Failure to comply with the directive may result in a determination that the Contractor is in default of the Contract.

**53. Changes in the Work or Contract Documents**

Without invalidating the Contract Documents and without notice to any Surety, City reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete fully and acceptably the proposed construction of a Project in a satisfactory manner. Any extra or additional Work within the scope of the Project(s) must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Supplemental Job Orders.

Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto. This section shall not prohibit the issuance of Change Orders executed only by City.

**54. Continuing the Work**

Contractor shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with City, including disputes or disagreements concerning a request for a Supplemental Job Order, a request for a change in the Job Order Amount or Job Order Completion Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

**55. Supplemental Job Orders**

Changes in the quantity or character of the Work within the scope of the Project(s) which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Job Order Amount or the Job Order Completion Time, shall be authorized only by Supplemental Job Orders approved in advance and issued in accordance with the provisions of the City.

In the event satisfactory adjustment cannot be reached for any item requiring a change in the Job Order Amount or Job Order Completion, and a Supplemental Job Order has not been issued, City reserves the right at its sole option to either terminate the Job Order as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Director as set forth in Article 90, Resolution of Disputes. During the pendency of the dispute, and upon receipt of a Supplemental Job Order approved by City, Contractor shall promptly proceed with the change in the Work involved and advise the Project Manager, Consultant, and Director in writing within seven (7) calendar days of Contractor's agreement or disagreement with the method, if any, provided in the Supplemental Job Order for determining the proposed adjustment in the Job Order Amount or Job Order Completion Time.

The City reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Job Order and which are within the general scope of the Detailed Scope of Work. Any such changes will be known as Extra Work.

No Extra Work shall be performed except pursuant to written orders of the Project Manager or Consultant expressly and unmistakably indicating his/her intention to treat the Work described therein as Extra Work. In the absence of such an order, the Project Manager or Consultant may direct, order or require the Contractor to perform any Work including that which the Contractor deems to be Extra Work. The Contractor shall nevertheless comply and shall promptly and in no event after, begin the performance thereof or incur cost attributable

thereto and give written notice to the Project Manager stating why the Contractor deems such Work (hereinafter “Disputed Work”) to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to the Project Manager to cancel such order, direction or requirements promptly; (2) affording an opportunity to the Project Manager to keep an accurate record of materials, labor and other items involved; and (3) affording an opportunity to the City to take such action as it may deem advisable in light of such disputed Work.

**56. Supplemental Job Order Procedure**

Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via Supplemental Job Orders.

Extra Work shall result in a Supplemental Job Order representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the Job Order Completion Time for performance for both the Extra Work and any other Work affected by the Extra Work.

The City shall initiate the Extra Work procedure by a notice to Contractor outlining the proposed Extra Work and issuing a RFPP for a Supplemental Job Order. Upon completion of the procedures for ordering work as set forth in Section 3, Supplemental Terms and Conditions, Article 3, Job Orders of the ITB Documents and receipt of the Notice to Proceed with the Extra Work. Upon receipt of the Notice to Proceed, the Contractor is required to immediately start the Extra Work. The Contractor is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor’s ability to start within the allotted timeframe.

The Contractor is required to provide the Project Manager with a detailed Price Proposal which shall include requested revisions to the Job Order Amount and Job Order Completion Time. The Job Order Amount for the Extra Work shall be calculated using the Unit Prices set forth in the Construction Task Catalog® or as Non-Prepriced Tasks (only if the applicable tasks do not exist in the CTC). The Proposal Package for the Extra Work must include an explanation of the schedule impact and a request for a revised Job Order Completion Time supported with a related, updated Construction Schedule. If the Contractor fails to notify the Project Manager of the schedule changes associated with the Extra Work, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences. The request for a revised Job Order Amount shall follow the procedures set forth in Section 3, Supplemental Terms and Conditions, Article 3, Job Orders of the ITB Documents. The request for a revised Job Order Completion Time related to Extra Work may be accepted or modified by negotiations between the Contractor and the City. If an agreement on the Extra Work is reached, both parties shall execute the related documentation in the form of a Supplemental Job Order. The execution by the Contractor of the Supplemental Job Order shall serve as a release of the City from all claims and liability to the Contractor relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the City relating to the Extra Work.

Upon execution of a Supplemental Job Order that affects the Job Order Completion Time the Contractor shall, within five (5) business days submit a revised Construction Schedule reflecting the changes against the baseline schedule.

**57. No Oral Changes**

Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract or, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

**58. Value of Supplemental Job Order for Extra Work**

The Job Order Amount for the Extra Work shall be calculated using the Unit Prices set forth in the Construction Task Catalog® or as Non-Prepriced Tasks (only if the applicable tasks

do not exist in the CTC) multiplied by the appropriate quantity multiplied by the appropriate Adjustment Factor(s).

**59. Extra Work Directive**

If the parties fail to reach agreement with respect to the proposed Extra Work, or in case or extenuating circumstances, the City may nevertheless issue a directive to the Contractor to do the proposed Extra Work. Immediately upon receipt of the Extra Work Directive, the Contractor shall be obligated to proceed with the Work set forth in that directive.

Except as provided below, the Contractor shall be entitled to initiate a dispute pursuant to the Article 90, Resolution of Disputes, by furnishing a written statement to the Project Manager within five (5) days of the Extra Work Directive, based upon any aspect, of such Extra Work which the Contractor disputes. Such dispute must relate to specific matters raised or specific matters reserved by the Contractor in its proposal and have not been resolved prior to the issuance of the Extra Work Directive. The written statement must set forth all details of the Contractor's claim including the manner that the disputed item was specified in the Contractor's proposal. During the pendency of any dispute hereunder, the Contractor must proceed with Work as set forth in the Extra Work Directive unless otherwise advised by the Project Manager's written instructions. In the event there is a dispute as to price related to the Extra Work, the Contractor will be paid in accordance with the Article 58, Value of Supplemental Job Order for Extra Work. This payment(s) will be in full satisfaction of the Contractor's claim for an adjustment to the Job Order Amount.

In case any Work or materials shall be required to be done or furnished under the provisions of this Article, the Contractor shall at the end of each day furnish to the City such documentation as the City may require to support all the costs of the Extra Work. If payments on account are desired as the Extra Work progresses, the Contractor shall render an itemized statement showing the total amount expended for each class of labor and for each kind of material on account of each item of Work as a condition precedent to the inclusion of such payment in a partial estimate. Upon the request of the City, the Contractor shall produce for audit by the City, books, vouchers, collective bargaining labor agreements, records or other documents showing the actual cost for labor and materials. Such documents shall not be binding on the City. The Project Manager shall determine any questions or dispute as to the correct cost of such labor or materials or plant.

Payment of any amount under this Article shall be subject to subsequent audit and approval, disapproval, modification or revision by representatives of the City.

**60. As-Built Drawings**

During the Work, Contractor shall maintain records of all deviations from the Drawings and Specifications as approved by the Project Manager and Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and certify in writing that the As-Built Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

Legibly mark to record actual construction: On-site structures and site Work as follows:

- Depths of various elements of foundation in relation to finish first floor datum;
- All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.;
- Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning

ducts with locations of dampers, access doors, fans and other items needing periodic maintenance;

- Field changes in dimensions and details;
- Changes made by Project Manager's or Consultant's written instructions or by Supplemental Job Order;
- Details not on original Contract Drawings;
- Equipment, conduit, electrical panel locations; and,
- Project Manager's or Consultant's schedule changes according to Contractor's records and Shop Drawings.

Specifications and Addenda: Legibly mark each section to record:

- Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
- Changes made by Project Manager's or Consultant's written instructions or by Supplemental Job Order.

Approved Shop Drawings: Provide record copies for each process equipment, piping, electrical system and instrumentation system.

As-built documents shall be updated monthly as a condition precedent to payment.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings signed and sealed by a Florida licensed Registered Land Surveyor.

In addition, for projects which involve roadwork and drainage, Contractor shall provide complete as-built information relative to location, size, and depth of new pipes, manholes, inlets, etc. Identify grading; include locations of fittings, valves, fire hydrants, changing in pipe materials, water sampling points, thrust blocks, benchmarks, etc. The information shall be accurately recorded by the Contractor and submitted (signed and sealed by a Florida Certified P.L.S.) to the City of Miami prior final acceptance of the Work. All recorded information on existing utility crossing encountered during construction, included but not limited to pipes, inlets, manholes, etc., shall be recorded by a Florida Registered Surveyor and shown on the record drawings.

The Project's as-built set of drawings shall include GPS coordinates (X, Y, and Z) for all new and/or existing vacuum cleaned drainage system openings (i.e., catch basins, inlets, manholes, etc.) Contractors will be reimbursed for certified (stamped and sealed drawings) as-builts, based on the City's request and the Detailed Scope of Work issued.

For construction of new building or building additions as-built drawings signed and sealed by a Florida licensed Registered Land Surveyor.

## **61. Worker's Identification**

The Contractor's employees, who include any Subcontractor, shall wear an identification card provided by the Contractor. The identification card shall bear the employee's picture, name, title and name of the employer. Failure by a Contractor's employee to wear such identification may result in their removal from the Work until such time as the identification card is obtained and worn. Such removal shall not act as a basis for the Contractor to submit a claim for an extension of the Job Order Completion Time.

## **62. Removal of Unsatisfactory Personnel**

The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor shall respond to the City within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City shall make the final

determination as to the removal of unsatisfactory personnel from Work assigned by City. The Contractor agrees that the removal of any of its employees does not require the termination or demotion of employee(s).

**63. Substantial Completion, Punch List, and Final Completion**

The Work shall be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material and/or substantial variations from the Contract Documents and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor shall sign the Substantial Completion Inspection Form. The signing of this form shall not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor shall request in writing that the Project Manager inspect the Work to determine if Substantial Completion has been achieved. No request for Substantial Completion inspection is to be submitted until the Contractor has obtained a Certificate(s) of Occupancy, Certificate of Completion or Completion or a Temporary Certificate of Occupancy or any other approvals from agencies having jurisdiction over the Work. The Project Manager shall schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work shall be identified on this form and shall be known as Punch List Work. The Punch List shall be signed by the Project Manager, and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List shall not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the City

Where the Punch List is limited to minor omissions and defects, the Project Manager shall indicate that the Work is substantially complete subject to completion of the Punch List. Where the Project Manager determines, on the appropriate form that the Work is not substantially complete, the Project Manager shall provide a list of all open items necessary to achieve Substantial Completion. Upon completion of such Work, the Contractor shall request another Substantial Completion inspection.

The Project Manager and the Contractor shall agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon the receipt of all documentation, resolution of any outstanding issues and issuance of final payment, the Project Manager shall notify the Contractor in writing of the closeout of the Project.

The City will prepare a Certificate of Substantial Completion in the form which shall establish the Date of Substantial Completion. Once substantial completion is achieved the City shall be responsible for security, maintenance, heat, utilities, damage to the Project site, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Final Acceptance completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents.

**64. Acceptance and Final Payment**

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager shall, within ten (10) calendar days, make an inspection thereof. If Project Manager finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions

of the permits and regulatory agencies have been met, a Final Certificate for Payment **shall** be issued by the Project Manager, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor shall deliver to the Project Manager a final release of all liens arising out of the Contract Documents, receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor shall deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the Final Certificate for Payment.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, City shall, upon such certification of the Project Manager, and without terminating the Contract Documents, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

**65. NPDES Requirements**

Contractor shall comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP shall be included in the Bid prices. For further information on compliance requirements for NPDES and SWPPP contact the City of Miami Public Works Department at (305) 416-1200 or visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

**66. Force Majeure**

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then the City may allow an extension of the Job Order Completion Time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the City within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Do Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

**67. Extension of Time**

Any reference in this section to the Contractor shall be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this article.

If the Contractor is delayed at any time during the progress of the Work beyond the Job Order Completion Time and/or Notice to Proceed (NTP) by the neglect or failure of the City or by a

Force Majeure, then the Job Order Completion Time set forth in the Job Order shall be extended by the City subject to the following conditions:

- The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

**Note:** A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The City reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within ten (10) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager shall reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor shall be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The City shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the City may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Job Order (as such date may have been extended by a Supplemental Job Order), the making of any payment to the Contractor, the issuance of any Supplemental Job Order, shall not waive the City's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

## **68. Notification of Claim**

Any claim for a change in the Job Order Completion Time or Job Order Amount shall be made by written notice by Contractor to the Project Manager and to Consultant within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with



supporting information and documentation shall be provided unless the Project Manager or Consultant allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by Contractor's written notarized statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Job Order Completion Time or Job Order Amount shall be determined by the Project Manager in accordance with Article 70, No Damages for Delay, if City and Contractor cannot otherwise agree. It is expressly and specifically agreed that any and all claims for changes to the Job Order Completion Time or Job Order Amount shall be waived if not submitted in strict accordance with the requirements of this Article.

The Job Order Completion Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefore as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

**69. Extension of Time not Cumulative**

In case the Contractor shall be delayed for any period of time by two or more of the causes mentioned in Article 71, Excusable Delay, Non-Compensable the Contractor shall not be entitled to a separate extension for each one of the causes; only one (1) period of extension shall be granted for the delay.

**70. No Damages for Delay**

No claim for damages or any claim, other than for an extension of Job Order Completion Time, shall be made or asserted against City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Job Order Amount or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of City or its Consultant. Otherwise, Contractor shall be entitled only to extensions of the Job Order Completion Time for completion of the Work as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. **NO EXCEPTIONS.**

Except as may be otherwise specifically provided for in the Contract Documents, the Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the City 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 shop drawings, samples or other submittals or the failure to render determinations, approvals, replies, inspections or tests of the Work, in a timely manner. Contractor shall not receive monetary compensation for City delay. Time extensions may be authorized, in writing, by the City in certain situations.

**71. Excusable Delay, Non-Compensable**

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the City or Consultant, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by the City or Consultant. Then Contractor shall

be entitled only to a Job Order Completion Time extension and no compensation for the delay.

Contractor is entitled to an extension of the Job Order Completion Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 68, Notification of Claim, hereof.

Failure of Contractor to comply with Article 68, Notification of Claim hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

**72. Lines and Grades**

The Contractor shall, at its own expense, establish all working and construction lines and grades as required from the Project control points set by the City, and shall be solely responsible for the accuracy thereof.

**73. Defective Work**

Project Manager or Consultant shall have the authority to reject or disapprove Work which Project Manager or Consultant finds to be defective. If required by Project Manager or Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Project Manager or Consultant, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

If, within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate City to final acceptance.

**74. Acceptance of Defective or Non-Conforming Work**

The City, in its sole discretion, may elect in writing to accept defective or non-conforming Work instead of requiring its removal and correction. In such instances, a Supplemental Job Order will be issued to reflect an appropriate reduction in the Job Order Amount, or, if the amount is determined after final payment, any difference in the amount shall be paid to the City by the Contractor.

**75. Uncovering Finished Work**

The Project Manager's, Inspector's and/or Consultant's right to make inspections shall include the right to order the Contractor to uncover or take down portions of finished Work.

The Project Manager shall notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract Documents, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as Extra Work for the purpose of computing additional compensation and an extension of Job Order Completion Time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration shall be at the expense of the Contractor. Such expenses shall also include repayment to the City for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project(s) Site(s).

**76. Correction of Work**

The Contractor shall promptly correct all Work rejected by the Project Manager or Consultant as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work, including the cost of the City's additional services thereby made necessary.

The Contractor further agrees that after being notified in writing by the Project Manager or Consultant of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of the Contract and to complete the Work within a reasonable period of time, as determined by the Project Manager or Consultant, and in the event of failure to so comply, the Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and that the Contractor will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs. Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of personnel, property, or licensees, the City may undertake, at the Contractor's expense, without prior notice, all Work necessary to correct such hazardous condition when it was caused by Work of the Contractor not being in accordance with the requirements of the Contract.

If, within one (1) year after the date of final completion of the Project or within such longer period(s) of time as may be prescribed by law, by the Contract Documents, or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

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

**77. Maintenance of Traffic and Public Streets**

Scope of Work

The Contractor shall be responsible for the maintenance of public streets and traffic control necessary to perform the Work under the Contract Documents. The cost of traffic control shall be included in the Contractor's Price Proposal applicable to each Job Order.

Regulations

As used herein, any reference to Miami-Dade County, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas or streets, or their departments, published regulations (i.e., Manual of Uniform Traffic Control Devices (MUTCD), Florida Department of Transportation (FDOT) Roadway and Bridge Standard Index Drawing Book), permits or data. The Contractor shall abide by all applicable laws, regulations, and codes thereof pertaining

to Maintenance of Traffic (MOT) on public streets, detour of traffic, traffic control and other provisions as may be required for completion of the Work.

#### Maintenance of Traffic (MOT)

- The Contractor shall be fully responsible for the MOT on public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, as necessary to complete the Work, as required by the Manual of Uniform Traffic Control Devices (MUTCD), and FDOT Roadway and Bridge Standard Index drawing Book. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the previous noted standards. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval.
- If required by the Project Manager or Consultant, Traffic Division or FDOT or as otherwise authorized by the Project Manager or Consultant, the Contractor shall make arrangements for the employment of uniformed off-duty policemen to maintain and regulate the flow of traffic through the work area. The number of men required and the number of hours on duty necessary for the maintenance and regulation of traffic flow shall be provided by the City of Miami Police Department.
- The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs, to warn motorists of the Work throughout the Project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic.
- Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during construction.
- The Contractor shall be responsible for the provision, installation and maintenance of all MOT and safety devices, in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and FDOT Roadway and Bridge Standards index drawing book. In addition, the Contractor shall be responsible for providing the Consultant or Project Manager with MOT plans for lane closures and/or detours for approval. These plans (sketches) shall be produced, signed and sealed by a professional Engineer registered in the State of Florida, employed by the Contractor and certified under FDOT Procedure NPIL No. 625-010-010.
- Where excavations are to be made in the vicinity of signalized intersections, attention is directed to the fact that vehicle loop detectors may have been embedded in the pavement. Verify these locations by inspecting the site of the Work and by contacting the Sunshine State One-Call Center (1-800-432-4770), forty-eight (48) hours prior to any excavation. Any loop detector which is damaged, whether shown on the Plans or not, shall be repaired or replaced to the satisfaction of the Miami Dade County Signs and Signal Division (Phone No. 305-592-3470).
- Where applicable, the Contractor shall notify the Traffic Division twenty-four (24) hours in advance of the construction date or forty-eight (48) hours in advance of construction within any signalized intersection.
- Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed and the swale or median areas restored to their previous condition.
- Pavement markings damaged during construction shall be remarked, as required by the Traffic Division.

#### Maintenance of Traffic for Bypass Pumping

- The Contractor shall take appropriate steps to ensure that all temporary pumps, piping and hoses are protected from vehicular traffic and pedestrian traffic.

#### Lane Closures

- Where construction of the Project shall involve lane closures public streets, the following shall apply:
- Lane closures require a Lane Closure Permit, obtained two weeks prior to planned construction, with a minimum 48-hour prior notice to local police and emergency departments (some police jurisdictions may require considerably more notice). Lane closures of a one (1) day or less duration will generally not be approved for major collector streets or for arterial streets during the hours of 7am to 9am and 4pm to 6pm weekdays.

### **78. Location and Damage to Existing Facilities, Equipment or Utilities**

As far as possible, all existing utility lines in the Project(s) area(s) will be shown on the plans. However, City does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to field verify all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities, and damages suffered as a result thereof.

The Contractor shall notify each utility company involved at least fourteen (14) calendar days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

### **79. Stop Work Order**

The City may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work pertaining to one or more Job Orders or the Contract for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the City shall either:

- Cancel the Stop Work Order; or

- Terminate the Job Order or Contract covered by such order as provided in Article 89, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time for Substantial Completion to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time as a result of the issuance of a Stop Work Order.

## **80. Hurricane Preparedness**

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the Project Manager has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Job Order Completion Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

## **81. Use of Completed Portions**

City shall have the right, at its sole option, to take possession of and use any completed or partially completed portions of the Project(s). Such possession and use shall not be deemed an acceptance or beneficial use or occupancy of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation, or reasonable extension of Job Order Completion Time or both, as determined by the Project Manager.

In the event City takes possession of any completed or partially completed portions of the Project, the following shall occur:

- City shall give notice to Contractor in writing at least thirty (30) calendar days prior to City's intended occupancy of a designated area.
- Contractor shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from the Project Manager.
- Upon Project Manager's issuance of a Certificate of Substantial Completion, City will assume full responsibility for maintenance, utilities, subsequent damages of City and public, adjustment of insurance coverage's and start of warranty for the occupied area.
- Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Project Manager on the Certificate of Substantial Completion, as specified in the Punch List and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Project Manager shall issue a Certificate of Final Payment relative to the occupied area.

- If City finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by City and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

**82. Cleaning Up; City's Right to Clean Up**

Contractor shall at all times keep the property free from accumulation of waste materials or rubbish caused by its operations. No fill or clearing stockpiles to remain on site for more than twenty-four (24) hours. At the completion of the Project(s), Contractor shall remove all its waste materials and rubbish from and about the Project(s) as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, City may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, City may clean up and charge the cost thereof to the contractors responsible therefore as the Project Manager shall determine to be just. All combustible waste materials shall be removed from the Project(s) at the end of each day. Cleaning operations should be controlled to limit dust and other particles adhering to existing surfaces.

**83. Removal of Equipment**

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of City. If the Contractor does not comply with City's order, the City shall have the right to remove such equipment and supplies at the expense of Contractor.

**84. Set-offs, Withholdings, and Deductions**

The City may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the City.

The City shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

**85. Event of Default**

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include, but not limited to, the following:

- The Contractor has not performed the Work under a Job Order in a timely manner;
- The Contractor has refused or failed, except in case for which an extension of time is provided, to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services or materials they have provided;

- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the City where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work, the City shall notify the Contractor in writing that it must, within the time frame set forth in the City's request, provide adequate assurances and a plan of action to the City, in writing, of the Contractor's ability to perform in accordance with the terms of the Contract Documents. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
  - Treat such failure as a repudiation of the Contract and/or;
  - Resort to any remedy for breach provided herein or by law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- In the event the City may, at its sole discretion terminate the Contract for default, the City or its designated representatives may immediately take possession of all applicable documentation and data.
- Where the City erroneously terminates the Contract or for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

**86. Notice of Default-Opportunity to Cure**

In the event that the City determines that the Contractor is in default of their obligations under a Job Order or under the Contract, the City may at its sole discretion notify the Contractor, specifying the basis for such default, and advising the Contractor that such default must be cured within a specified time frame or the Job Order and/or the Contract with the City may be terminated. The City is under no obligation to issue such notification. The City may grant an extension to the cure period if the City deems it appropriate and in the best interest of the City, without waiver of any of the City's rights hereunder. The City, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the City.

**87. Termination for Default**

If Contractor fails to comply with any term or condition of a Job Order or the Contract Documents, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder which is not cured within the time specified to cure the default if one has been granted by the City, the Director in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate a Job Order or this Contract whereupon any advances for which Work has not been performed, paid by the City to Contractor while Contractor was in default shall be immediately returned to the City. The Director may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved. Contractor understands and agrees that termination of a Job Order or this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- Contractor fails to obtain the insurance or bonding herein required by the Contract.



- Contractor fails to comply with any of its duties under a Job Order or the Contract Documents, with any terms or conditions set forth in this Contract, beyond any specified period allowed to cure such default.
- Contractor fails to commence the Work on a Job Order within the timeframes provided or contemplated herein, or fails to complete the Work on a Job Order within the Job Order Completion Time.

If a Job Order or this Contract is terminated for default and the City has satisfied its obligations under the Contract Documents the City is granted by the Contractor full use of the Work and any Work Product in connection with the City's completion and occupancy of the Project.

Where it has been determined that the Contractor has been erroneously terminated under this Article, such termination shall be deemed to have occurred under Article 89, Termination for Convenience. The City in its sole discretion may terminate a Job Order or the Contract without providing the Contractor a written Notice to Cure.

## **88. Remedies in the Event of Termination for Default**

If a Termination for Default occurs, the Contractor and the bond provider, if applicable) shall be notified of the effective date of the termination and shall be liable for all damages resulting from the default, including but not limited to re-procurement costs and other direct damages

The Contractor shall stop Work as of the date of notification of the termination and immediately remove all labor, equipment and materials (not owned or paid for by the City) from the Work Site. The City assumes no liability for the Contractor's failure to remove such items from the Project(s) Site(s) as required.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

As an alternative to termination, the City may bring suit or proceedings for specific performance or for an injunction.

## **89. Termination for Convenience**

In addition to cancellation or termination as otherwise provided for in the Contract, the City may at any time, in its sole discretion, with or without cause, terminate a Job Order or the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Job Order or the Contract and vacate the Project(s) site(s).

The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

- Stop all Work under the Job Order(s) on the date specified in the notice ("the Effective Date");
- Take such action as may be necessary for the protection and preservation of the City's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Assign to the City and deliver to the site, or any other location specified by the Project Manager, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work;
- Take no action that shall increase the amounts payable by the City under the Contract Documents; and
- Take reasonable measures to mitigate the City's liability under the Contract Documents.
- All charts, sketches, studies, drawings, reports and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the

documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the City.

In the event that the City exercises its right to terminate a Job Order or the Contract pursuant to the Contract Documents, the City will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever is less, of (1) the portion of the Project(s) completed in accordance with the Contract through the completion date, and (2) non-cancelable material(s) and equipment that is not of any use to the City except in the performance of the Contract, and has been specifically fabricated for the sole purpose of the Contract but not incorporated in the Work; and
- To the extent practical, the fair and reasonable value shall be based on the Job Order Amount(s) and supporting details contained in the Contractor's Price Proposal(s). In no event, shall any payments under this Paragraph exceed the applicable Job Order Amount(s).
- The amount due hereunder may be offset by all payments made to the Contractor.
- All payments pursuant to this Article shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of the termination. Further, the City may deduct or set off against any sums due and payable under this Article any claims it may have against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.
- All payments made under the Contract are subject to audit

Upon the City's payment in full of the amounts due under this Article, the Contractor grants the City full use of the Work and any Work Product to complete the Project and subsequently occupy the Project.

## **90. Resolution of Disputes**

Contractor understands and agrees that all disputes between the Contractor and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner.

The initial step shall be for the Contractor to notify the Project Manager in writing of the claim or dispute and submit a copy to the City of Miami personnel identified in Section 2, Article 4, Notices.

Should the Contractor and the Project Manager fail to resolve the dispute the Contractor shall submit their dispute in writing, with all supporting documentation, to the Assistant Director of OCI, as identified in Section 2, Article 4, Notices. Upon receipt of said notification, the Assistant Director of OCI shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Assistant Director of OCI fail to resolve the dispute the Contractor shall submit their dispute in writing within five (5) calendar days to the Director of OCI. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification, the Director of OCI shall review the issues relative to the claim or dispute and issue a written finding.

Contractor must submit any further appeal in writing within five (5) calendar days to the City Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Contractor. Appeal to the City Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed one hundred thousand dollars (\$100,000), the City Manager's decision shall be approved or disapproved by the City Commission. Contractor shall not be entitled to seek judicial relief unless:

- (i) it has first received City Manager's written decision, approved by the City Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) days has expired where City Manager's decision is subject to City Commission for approval; or
- (iii) City has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the City Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Job Order Amount or Job Order Completion Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

**91. Mediation-Waiver of Jury Trial**

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the construction of a Project(s), and/or following the completion of the Project(s), the parties to this Contract agree all unresolved disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will share the costs of a certified Mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors retained for the Work, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Contract.

**92. City May Avail Itself of All Remedies**

The City may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The City's rights and remedies as set forth in the Contract Documents are not exclusive and are in addition to any other rights and remedies in law or in equity.

**93. Permits, Licenses and Impact Fees**

All applicable permit fees, including those assessed by the City, are the responsibility of the Contractor. That includes any other permit fees not directly related to the actual construction of the Project(s), including but not limited to, licenses, permits and fees, such as Permits for dumpsters, job trailers, etc., which may be required by Miami-Dade County, the State of Florida, or other governmental entities.

Except as otherwise provided within the Contract Documents, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution

of the Work undertaken by Contractor pursuant to the Contract Documents shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project(s) for whom a Certificate of Competency is required.

Impact fees levied by the City and/or Miami-Dade County shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the public entity as evidenced by an invoice or other acceptable documentation issued by the public entity.

Fees for Permits **REQUIRED BY THE CITY AND PAYABLE TO THE CITY** (e.g., Building Department's Fees such as, Master Permit, Major Trades, Mechanical, Electrical, and Plumbing Fees; Public Works Fees, such as Line and Grade, Excavation, Dewatering and NPDES Fees, and Zoning Department's Fees) by virtue of construction as part of the Contract shall be reimbursed to the Contractor by the City through an Allowance Account set for herein, evidenced by an invoice or other acceptable documentation issued by the public entity.

Permit Fees reimbursement to Contractor shall be for the actual amount and in no event shall include profit or overhead of Contractor.

Permit fees related to the Contractor's operations (e.g., permits for dumpsters, job trailers, etc.) are not reimbursable.

#### **94. Compliance with Applicable Laws**

All Work shall be constructed in accordance with the latest edition of the City of Miami's contract documents and specifications, the City of Miami's Standards for Design and Construction as well as the Miami-Dade County's Standard Details, and the 2016 Edition of the Florida Department of Transportation Specifications Road and Bridge Construction.

The Contractor shall comply with the most recent editions and requirements of all applicable laws, regulations, rules, building and construction, electrical, life-safety and similar codes of the Federal government, the State of Florida, the County, and the City.

The attention of the Contractor is directed to the requirements of the Florida Building Code and the Codes of Miami-Dade County and the City of Miami, Florida, governing the qualifications for Contractor and Subcontractor doing business anywhere in the City.

#### **95. Independent Contractor**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

The Contractor's staff shall not be employees of the City, and the Contractor alone shall be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract shall impose any liability or duty on the City on account of the Contractor's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the Contractor as a Subcontractor, expert, consultant, independent contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

**96. Third Party Beneficiaries**

Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

**97. Successors and Assigns**

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the written consent of the City. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, a fraudulent transfer, an assignment for the benefit of creditors, an appointment of a receiver or trustee, a pledge of its assets, shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City approval.

Any transference without City approval shall be cause for the City to nullify this Contract. Any assignment without the City's consent shall be null and void. The Contractor shall have no recourse from such cancellation. The City may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/ assumption agreement in a form satisfactory to the City Attorney as a condition precedent to considering approval of an assignment. The City will require an assignment fee of three (3%) percent of the construction costs paid to date to the Contractor as a condition to approve any proposed assignment, if the assignment is not approved the City shall only retain \$500.00 as a regulatory charge to process the assignment request.

The Contractor and the City each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Contract and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

**98. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth in this Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

**99. Severability**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

**100. Applicable Law and Venue of Litigation**

This Contract will be interpreted under the laws of the State of Florida which will apply regardless of choice of law principles. This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the

enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. The parties waive any objections to venue.

**101. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City Manager, Director or designee.

**102. Entire Agreement**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the City and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

**103. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act**

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Contractor's decisions regarding the delivery of services under the Contract Documents shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

**104. Evaluation**

Contractor acknowledges that upon completion of the of the Work applicable to each Job Order and/or at any other time deemed appropriate by the City a performance evaluation report will be completed by the City. A copy of each performance evaluation shall also be forwarded to the Contractor. The performance evaluations will be kept in City files for evaluation on future solicitations.

**105. Commodities Manufactured, Grown, or Produced in the City of Miami, Miami-Dade County and the State of Florida**

Whenever two (2) or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within the City of Miami, Miami-Dade County and the State of Florida, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within the City of Miami, Miami-Dade County and the State of Florida shall be given preference.

**106. Royalties and Patents**

All fees, royalties, intellectual property rights related fees, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

**107. Continuation of the Work**

Any Work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the involved contractor, continue until completion at the same prices, terms and conditions.

**108. Review of Records**

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of Contractor which relate in any way to the Project(s), and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to a Project(s) and to any claim for additional compensation made by Contractor including but not limited to all payroll records, invoices for materials, and books of accounts. Such records shall conform to Generally Accepted Accounting Principles requirements (GAAP), and shall only address those transactions related to the Contract.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with such statute. Otherwise Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project(s) and to any claim for a period of five (5) years following Final Completion of the Project(s).

Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; (5) All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

Contractors shall develop the proper forms and reports acceptable to the City for the administration and management of the Contract Documents.

**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 CUSTODIAN OF PUBLIC RECORDS AT (305) 416 - 1800, VIA EMAIL AT [PUBLICRECORDS@MIAMIGOV.COM](mailto:PUBLICRECORDS@MIAMIGOV.COM), OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 S.W. 2<sup>ND</sup> AVENUE, 9<sup>TH</sup> FLOOR, MIAMI, FLORIDA 33130.**

**109. No Interest**

Any monies not paid by City when claimed to be due to Contractor under the Contract Documents, including, but not limited to, any and all claims for damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

**110. Payments Related to Guaranteed Obligations**

The City may withhold from any payments to be made such sums as may reasonably be necessary to ensure completion of the Project(s) with respect to defective Work, equipment or materials which may be identified by the Project Manager.

The City may deduct from any payment due the Contractor an amount equal to its cost incurred on account of the Contractor's failure to fully perform its obligations under the Contract.

The Project Manager, prior to withholding or deducting any monies hereunder, shall give the Contractor notice of the defective Work, equipment or material and the basis for the withholding or deduction.

Upon the Project Manager's determination that the Contractor has fulfilled its obligations, the City will pay the Contractor any monies owed, subject to Contractor's submission of, or compliance with, any remaining documentation or obligation, as the case may be, in accordance with the Contract Documents.

**111. Consent of City Required for Subletting or Assignment**

If the Contractor assigns, transfers, sublets or otherwise disposes of the Contract or its right, title or interest in or to the same or any part thereof without the previous consent in writing of the City, such action shall be an Event of Default. Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

**112. Agreement Limiting Time in Which to Bring Action Against the City**

In the event the Contractor may be deemed to have a cause of action against the City, no action shall lie or be maintained by the Contractor against the City upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the City or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if final payment has not been issued within six (6) months of substantial completion of the Work or upon any claim relating to monies required to be retained for any period after the issuance of the said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of the Contract Documents, or if the Contract is terminated or declared abandoned under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the City.

**113. Defense of Claims**

Should any claim be made or any legal action brought in any way relating hereto or to the Work hereunder, except as is covered by the provisions of the General Terms and Conditions §6 ("Indemnification") the Contractor shall diligently render to the City, after additional compensation is mutually agreed upon, any and all assistance which the City may require of the Contractor. Additional compensation will only be furnished relative to the costs of any corrective Work as defined in the General Terms and Conditions §1 which is not the fault of the Contractor, the Contractor will be responsible for payment of attorney's fees and costs incurred in defense of the Contractor and of the City.

**114. Contingency Clause**

Funding for this Contract is contingent on the availability of funds and continued authorization for program activities and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.



**115. Mutual Obligations**

This document, change order, field directive, and written clarifications issued under the Contract, and the Contractor's submittals, shall constitute the Contract Documents between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized representatives.

Nothing in the Contract shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Contract Documents imposes an indemnity obligation on the Contractor, the City may at its expense, elect to participate in the defense of the claim if the City should so choose. Furthermore, the City may, at its own expense, defend or settle any such claim if the Contractor fails to diligently defend such claim, and thereafter seek indemnity for such cost from the Contractor.

**116. Contract Extension**

The City reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the completion of any Contract term. In such event, the City will notify the Contractors in writing of such extension.

**117. Non-Exclusivity**

It is the intent of the City to enter into a Contract with all successful Bidders that will satisfy its needs as described herein. However, the City reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the Work with its own employees.

**118. Nature of the Agreement**

The Contractor shall provide the services set forth in the Contract Documents. The Contractor shall provide full and prompt cooperation with the City in all aspects of the Work to be performed.

The Contractor acknowledges that the Contract Documents require the performance of all things necessary for or incidental to the effective management and performance of a Project(s). All things not expressly mentioned in the Contract Documents, but necessary to carrying out its intent are required by the Contract Documents, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies and other items required for the completion of the Work. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

**119. Contract Documents Contain all Terms**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**120. Survival**

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

**121. Disclosure of State Funding, if applicable.**

If State funds are being used by the City to pay for this work, the City shall document whether payment will come from funds appropriated by the state and, if known, the amount of such funds or the percentage of such funds as compared to the anticipated total cost of the personal property or construction services.

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## Section 3 – Supplemental Terms and Conditions

### 1. **Contract Term**

The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all Work at a rate of progress that will ensure completion of the Work within the Job Order Completion Time applicable to each Job Order issued under the Contract.

Where the Contract Term expires prior to the completion of Job Orders issued prior to the expiration the Contract, the Contract shall remain in full force and effect until the Final Completion of such Job Orders. No new Job Orders (other than Supplemental Job Orders) will be issued during this time.

### 2. **Non-Prepriced Items**

Some Work contained in a Detailed Scope of Work may include tasks that are within the general Scope of Work, but were not specifically included in the CTC at the time of Contract award. These tasks are referred to as “Non-Prepriced Items”. Non-Prepriced (NPP) items may require the establishment of specifications and drawings and may subsequently be incorporated into the CTC. The cost of any item(s) of Work not covered by a specific CTC unit price shall be treated as a Non-Prepriced Item and the procedure for ordering these tasks are outlined in Article 6.4 below.

### 3. **Job Orders**

The City may award an individual Job Order to any Contractor, in accordance with established City procedures, and based on one or more of the following criteria:

- 3.1. Rotational selection among all Contractors, unless otherwise determined by the City.
- 3.2. Evaluation of past and current performance on Job Orders of a similar nature, including type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- 3.3. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
- 3.4. Management of Job Order dollar volume within bonding limitations of the Contractor.
- 3.5. Price, as it relates to the City’s independent cost estimate or to an offer from any other Contractor.
- 3.6. Not-To-Exceed offers (NTE Offer) submitted by two or more Contractors through Bid Safe®.
- 3.7. Contractor’s responsiveness to the City on Job Orders.
- 3.8. Other appropriate criteria as deemed in the best interest of the City.

### 4. **Bid Safe**

The City may issue a Request for Price Proposal to two or more Contractors for a Job Order. Selection of the Contractor and award of the Job Order will be in compliance with established City procedures.

- 4.1. The City reserves the right to utilize Bid Safe on a Job Order by Job Order basis.
- 4.2. The City will consider several factors when determining the applicability of Bid Safe to a Job Order including, but not limited to, the following:

- 4.2.1. Estimated Job Order Amount;
  - 4.2.2. Scope Documentation, including but not limited to Architectural and Engineering (A/E) design;
  - 4.2.3. Nature and complexity of the Work;
  - 4.2.4. Contractors' abilities to self-perform the Work;
  - 4.2.5. Contractors' proven capabilities on similar Work;
  - 4.2.6. Schedule; and
  - 4.2.7. Other appropriate criteria as deemed in the best interest of the City.
- 4.3. The Detailed Scope of Work will be developed by City personnel and included with the Request for Price Proposal.
  - 4.4. The City may conduct one or more Site visits with all Contractors designated to receive the Request for Price Proposal.
  - 4.5. All Contractors that receive the Request for Price Proposal will have the opportunity to submit RFIs. Should the City choose to respond to any or all of the RFI, the responses, and any changes to the Request for Price Proposal, will be provided in an addendum to all contractors designated to receive the Request for Price Proposal.
  - 4.6. The Contractor shall utilize the Bid Safe application in the eGordian® software to provide an NTE Offer, along with any additional requested documentation, in response to the Request for Price Proposal.
  - 4.7. The City will issue an Intent to Award to the Contractor submitting the NTE Offer that provides the best value to the City based on, but not limited to, price and any technical factors considered.
  - 4.8. The NTE Offer is valid for one hundred twenty (120) Days from the date of opening unless stated otherwise in the Job Order.
  - 4.9. The Contractor that receives an Intent to Award will submit a Job Order Price Proposal to the City. Provided that any necessary Job Order Price Proposal modifications are completed in a timely and thorough manner, the Job Order may be issued to the Contractor.
  - 4.10. The Job Order Amount shall be equal to the lessor of the NTE Offer and the Job Order Price Proposal amount.
  - 4.11. Where the NTE Offer is less than the Job Order Price Proposal, the difference between the NTE Offer and Job Order Price Proposal shall be deemed a discount offered by the Contractor. The discount amount shall be a percent-based discount that will be calculated by the following equation:  
$$\text{Percent Discount} = (\text{Job Order Price Proposal Amount} - \text{NTE Offer}) \div \text{Job Order Price Proposal Amount}$$

The discount shall be applied to subsequent Job Orders (additions or deletions) required to complete the Work, provided the Job Order contains materials, equipment and tasks that are similar in nature to the original Detailed Scope of Work.
  - 4.12. If the City exercises its right to award a Job Order utilizing Bid Safe, collaboration between Contractors is specifically prohibited. Contractor collaboration undermines

competition, and evidence of such will be considered a material breach of this Contract and grounds for termination for cause.

## **5. Initiation of a Job Order**

- 5.1. As the need arises, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 5.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 5.2.1. the general scope of the work;
  - 5.2.2. alternatives for performing the work and value engineering;
  - 5.2.3. access to the site and protocol for admission;
  - 5.2.4. hours of operation;
  - 5.2.5. staging area;
  - 5.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
  - 5.2.7. requirements for professional services, sketches, drawings, and specifications;
  - 5.2.8. construction duration;
  - 5.2.9. liquidated damages;
  - 5.2.10. the presence of hazardous materials; and,
  - 5.2.11. date on which the Proposal Package is due.
- 5.3. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Price Proposal that will require the Contractor to prepare a Proposal Package. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Proposal Package and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 5.4. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

## **6. Preparation of the Proposal Package**

- 6.1. The Contractor's Proposal Package shall include, at a minimum:
  - 6.1.1. Price Proposal;

- 6.1.2. Required drawings or sketches;
  - 6.1.3. List of anticipated Subcontractors and Materialmen;
  - 6.1.4. Construction schedule; and,
  - 6.1.5. Other requested documents.
- 6.2. The Job Order Price shall be the value of the approved Price Proposal.
- 6.3. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Prepriced Tasks.
- 6.4. The Contractor will prepare Price Proposals in accordance with the following:
- 6.4.1. Prepriced Task: A task described in, and for which a unit price is set forth in, the CTC®. The Contractor shall select the appropriate Prepriced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
  - 6.4.2. Non-Prepriced Task: A task that is not set forth in the CTC®.
  - 6.4.3. Information submitted in support of Non-Prepriced Tasks shall include, but not be limited to, the following:
    - 6.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
    - 6.4.3.2. If the Contractor performs the Work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the CTC®. If the Work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. The City may require additional quotes and Bids if the suppliers or Subcontractors are not acceptable or if the prices are not reasonable.
    - 6.4.3.3. The final price submitted for Non-Prepriced Tasks shall be according to the following formula:
      - A =Hourly Labor Rate (for Trades not in the CTC®) x the Quantity required
      - B =Direct Material Costs (supported by three quotes)
      - C =Direct Equipment Costs (for Equipment not in the CTC®) x the Quantity required
      - D =Subcontractor Costs (supported by three quotes)
      - E =Allowable Overhead and Profit = (A + B + C) x 15%
      - F = Subcontractor Allowance = D x 10%

Total Cost of Non-Prepriced Task = A + B + C + D + E + F

- 6.4.3.4. After a Non-Prepriced Task has been approved by the City, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 6.4.3.5. The City's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 6.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 6.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order, including drawings and information required for filing.
- 6.7. The Contractor's Proposal Package shall be submitted by the date indicated on the Request for Price Proposal. All incomplete Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven (7) and fourteen (14) days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 6.8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Proposal Package may be required quickly and the due date will be so indicated on the Request for Price Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 6.9. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Proposal Package, the request must be submitted so that the submittal of the Proposal Package is not delayed.

## **7. Review of the Proposal Package and Issuance of the Job Order**

- 7.1. The City will evaluate the entire Proposal Package and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- 7.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
  - 7.2.1. will constitute or create a hazard to the work, or to persons or property;
  - 7.2.2. will not produce finished Work in accordance with the terms of the Contract;  
or,



- 7.2.3. unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 7.3. The City reserves the right to reject a Proposal Package or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interest of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including, but not limited to, the costs to attend the Joint Scope Meeting, review of the Detailed Scope of Work, preparation of a Proposal Package (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Proposal Package with the City.
- 7.4. By submitting a Proposal Package to the City, the Contractor shall agree to accomplish the Detailed Scope of Work in accordance with the Request for Price Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Price Proposal prior to delivering it to the City.
- 7.5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work, as well as set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, delivered to the Contractor constitutes the City's acceptance of the Contractor's Proposal Package. A copy of the Job Order will be provided to the Contractor.
- 7.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the City. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Price Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

**8. Economic Price Adjustment**

- 8.1. The CTC issued with this ITB will be in effect for the first year of this contract.
- 8.2. On February 1, 2017 and each anniversary thereafter, a new CTC will be furnished. The new CTC will be effective for the following twelve (12) month period. The CTC that accompany each anniversary shall only apply to Work Orders issued after the effective date of that specific renewal option and shall have no impact on Work Orders issued prior to the effective date of that specific renewal option.
- 8.3. The Adjustment Factors submitted with the bid shall be used for the full term of the contract. The Contractor will be issued the new CTC for review and acceptance prior to accepting new work. The Contractor shall use the CTC in effect on the date that the Work Order is issued. However, the Contractor cannot delay the issuance of a Work Order to take advantage of a scheduled update of the CTC. In that event, the Contractor shall use the CTC that would have been in effect without the delay.

**9. Computer Requirements**

The Contractor shall maintain at its office, for its use, a computer with, at a minimum, a one (1) GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its Project Managers.

## 10. Progress Payments

City will make one (1) payment for all Job Orders that have a Job Order Completion Time of forty-five (45) days or less, or a Job Order Amount of \$25,000 or less. For all other Job Orders, City may make partial, monthly payments based on a percentage of the Work completed.

### *Mobilization Partial Payments:*

When the proposal includes a separate pay item for Mobilization and the NTP has been issued, partial payments will be made in accordance with the following:

For contracts of one hundred twenty (120) calendar days duration or less, partial payment will be made at fifty percent (50%) of the bid price per month for the first two (2) months. For contracts in excess of one hundred twenty (120) calendar days duration, partial payment will be made at twenty-five percent (25%) of the bid price per month for the first four (4) months. In no event shall more than fifty percent (50%) of the bid price be paid prior to commencing construction on the Project(s) Site(s).

Total partial payments for Mobilization on any project, including when more than one (1) project or job is included in the Contract, will be limited to ten percent (10%) of the original Contract amount for that project. Any remaining amount will be paid upon completion of all Work on the Contract.

Retainage will be applied to all partial payments.

Partial payments made on Mobilization will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

Contractor may make application for payment for Work completed during the Project(s) at intervals of not more than once a month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Contractor's Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the City's Contractor Payment Application Form. Where the time frame for completion of the Work is less than or equal to one (1) month or a Schedule of Values is not required, the Contractor shall submit the appropriate documentation as defined below. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Construction Schedule as required by Section 3, Article 13 of the Supplemental Terms and Conditions and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in triplicate for approval. City shall make payment to Contractor within thirty (30) days after approval of Contractor's application for payment.

Ten percent (10%) of all monies earned by Contractor shall be retained by City until Final Acceptance by the City. Any interest earned on retainage shall accrue to the benefit of City. All requests for retainage reduction shall be in writing in a separate stand-alone document.

City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
- Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to another contractor not remedied.

- Liquidated damages and costs incurred by City and/or Consultant for extended construction administration.
- Failure of Contractor to provide any and all documents required by the Contract Documents.

In instances where multiple Projects are awarded, the Contractor shall submit separate applications for Payment for each Project.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole, or in part.

The City will pay, and the Contractor shall accept as full compensation for the Work, the sums specified in the Contractor’s submittal to the Project Manager, as accepted by the City.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location. Where a payment request is made for materials or equipment not incorporated in the Project(s), but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the City’s title to such materials or equipment, or otherwise protect the City’s interest, including applicable insurance in the name of City and transportation to the Site(s).

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

**11. Liquidated Damages**

The Contractor is obligated and guarantees to complete the Project within the Job Order Completion Time or any approved extension of time. Where the Contractor fails to do so, the Contractor shall pay to the City liquidated damages as follows. In the event of a delay in completion beyond the timeframe set forth in the Job Order for Final Completion the Contractor shall pay to the City for each and every calendar day of unexcused delay, the appropriate sum stipulated in the chart below, which is hereby agreed upon not as a penalty but as liquidated damages.

Original Contract Amount Daily Charge Per Calendar Day	
\$50,000 and under .....	\$836
Over \$50,000 but less than \$250,000.....	\$884
\$250,000 but less than \$500,000.....	\$1,074
\$500,000 but less than \$2,500,000.....	\$1,742
\$2,500,000 but less than \$5,000,000.....	\$2,876
\$5,000,000 but less than \$10,000,000.....	\$3,770
\$10,000,000 but less than \$15,000,000.....	\$4,624
\$15,000,000 but less than \$20,000,000.....	\$5,569
\$20,000,000 and over .....	\$9,788 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

The Contractor will be notified of any approved exceptions or extensions. The total amount of liquidated damages shall not exceed the Job Order Amount.

The City shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any Contract the Contractor has with the City. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the City, the Contractor shall pay the difference upon demand by the City. Should the Contractor fail to compensate the City for any liquidated damages, the City shall consider this as a form of indebtedness and may deny any future Work under the Contract or any other City contract until such indebtedness is paid in full to the City.

Liquidated Damages may be applied on a Job-Order-by-Job-Order basis at the sole discretion of the City. The City shall notify the Contractor that it is incurring liquidated damages.

**12. Schedule of Values**

The Contractor must submit three copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be as separate line items. Each line item shall be identified with the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The City reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedules of Values shall not exceed five percent (5%) of the value of the Contract.

The approved schedule of values shall be updated through the submittal of the City's Contractor Payment Application Form.

**13. Construction Schedules**

Contractor shall submit a proposed Construction Schedule (Schedule) as follows:

- a. Schedule identifying all tasks within the critical path. The proposed Construction Schedule shall be submitted within ten (10) calendar days of the Notice of Award and such submittal shall be subject to the Project Manager's review. Subsequent to such review of said Schedule the Contractor shall establish said schedule as the baseline Schedule.
- b. All updates of Schedules shall be tracked against the baseline schedule and shall be at a minimum submitted with each pay application. An updated Schedule against the baseline shall also be submitted upon execution of each Supplemental Job Order that impacts the Job Order Completion Time for completion. Failure to submit such Schedules shall result in the rejection of any submitted payment application.
- c. All Schedules shall be prepared in Microsoft Project 2003, or later unless otherwise approved by the Project Manager. At the time of submission of Schedules, Contractor shall submit a hard copy as well as an electronic version. Such electronic version shall not be submitted in a pdf format and shall be capable of being incorporated in to the City's master Project schedule.
- d. Subsequent to review of the initial Schedule submission, the Contractor shall establish the reviewed Schedule as the "Baseline Schedule". Contractor shall then prepare and submit all updates to the Schedules utilizing the tracking mode within Microsoft Project.

**14. Release of Liens/Subcontractor's Statement of Satisfaction**

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project(s) or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the Site or furnishing materials and equipment for the Project(s), subject to an agreement under which an interest therein, or an encumbrance thereon, is retained by the seller or otherwise imposed by the Contractor, or such other person.

The Contractor shall, beginning with the second request for payment, attach a Partial Release of Lien/Subcontractor's Statement of Satisfaction for each application for payment. Failure to submit such documentation may delay payments. The City may, in its sole discretion withhold

payments for Work performed by Subcontractor where no release of lien has been submitted. The Contractor shall submit with the final payment request, for any Project(s) where Subcontractors have performed Work, a Final Release of Lien/Subcontractor's Statement of Satisfaction for each Subcontractor marked as a final. Failure to submit such documentation will result in delay in payment or the City withholding from the final payment such funds as necessary to satisfy any Subcontractor claims.

Where the Contractor has submitted a Performance/Payment Bond the Contractor may, in lieu of the Release of Lien/Subcontractor's Statement of Satisfaction, submit a Consent of Surety to Requisition Payment.

Contractor must use City Release of Lien, Affidavit and Consent of Surety forms, or the Application for Payment will be rejected.

**15. Progress Meetings**

The City shall conduct a pre-construction conference prior to the commencement of the Work respective to a Job Order. Contractor shall hold progress and coordination meetings as required by the Project Manager, or Engineer to provide for the timely completion of the Work.

Contractor shall arrange and conduct regular bi-weekly job site Project status meetings with the Project Manager. Contractor shall use the job site meetings as a tool for the pre-planning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Contractor shall identify the party or parties responsible for following up on any problems, delay items or questions, and Contractor shall note the action to be taken by such party or parties. Contractor shall revisit each pending item at each subsequent meeting until resolution is achieved. Contractor shall attempt to obtain from all present any potential problems or delaying event known to them for appropriate attention and resolution. Contractor shall be responsible for keeping minutes of the meeting and distribution of the minutes to all parties in attendance.

The Contractor shall arrange for the participation of its Subcontractors and/or vendors when the Project Manager requires their presence.

The Contractor shall maintain minutes of the meeting and distribute copies of the minutes to all parties in attendance. The Contractor shall prepare and distribute to Project Manager and the Consultant, an updated two-week look-ahead schedule of construction activities and submittals.

**16. Request for Information**

The Contractor shall submit a RFI where the Contractor believes that the Contract Document's specifications or drawings are unclear or conflict. All requests must be submitted in a manner that clearly identifies the drawing and/or specification section where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Consultant and/or the City's Project Manager shall respond in writing.

**17. Project Site Facilities**

The Contractor shall arrange for all Project(s) Site(s) facilities as may be necessary to enable the Project Manager or Consultant to perform their respective duties and to accommodate any representatives of the City which the City may choose to have present at the Project(s).

Contractor's, Subcontractor's, supplier's, material person's personnel shall not use the City restrooms that may be available at the Project(s) Site(s) without the prior consent of the manager of the facility or the Project Manager where there is no manager of a facility. The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida

Department of Health and Rehabilitative Services or Dade County Health Department. The Contractor, his employees or his Subcontractors shall commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor.

The Contractor shall furnish an adequate supply of drinking water for its employees and its Subcontractors' employees.

There shall be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and do not create a nuisance to the City or the public. The location of the temporary facilities shall be subject to the approval of the Project Manager.

Contractor is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager and the City.

The Contractor shall be required to obtain all necessary permits required for any Project(s) Site(s) facilities. Contractor shall also be responsible to maintain such facilities in a safe and working condition. All such facilities remain the property of the Contractor and the Contractor shall be responsible for removal and disposal of such facilities prior to Final Acceptance.

## **18. Inspection of Work**

Contractor shall notify the Project Manager at least forty-eight (48) hours prior to commencing Work on the following:

- Storm Drain
- Subgrade – submit and have approved densities prior to placement of rock
- Limerock Base – submit and have approved densities and as-builts prior to placement of any asphalt

## **19. Security**

The Site where the Work is to be performed may not be a secure Site and the public may have access to the Site. The Contractor shall have sole responsibility for the security of all Work materials, tools, equipment and Work at the Project(s) Site(s). The City shall not be liable for any damage or loss to such materials, tools, equipment and Work and the Contractor shall be responsible for the repair or replacement of all Work such materials, tools, and equipment.

## **20. Construction Signage**

Where required by the Contract Documents, the Contractor shall provide construction signage.

The City shall provide the Contractor the wording and layout for the signs at the pre-construction conference. The Contractor shall furnish the two (2) City signs at the Project(s) Site(s) as follows:

- The first shall be four (4') feet wide and eight (8') feet high and constructed of pressure sensitive two (2) mil cast vinyl overmounted with three (3) mil Mylar and mounted to one (1) MDO with painted back. The sign shall be mounted on four (4") inch square wood or perforated "U" channel metal posts painted white, and be readable at eye level. The colors to be used on the sign are as follows: the background shall be white with blue lettering; the seal shall be white and gold with blue lettering form.
- The second sign shall reflect other funding sources for the Project and shall reflect the Project information. The sign shall be four (4') feet wide by eight (8') feet high by three-fourths ( $\frac{3}{4}$ ) inch (thick) exterior plywood, suitably mounted and readable at eye level. The colors shall be blue and white. The background shall be white and all lettering shall be blue Helvetica. All paint shall be rated outdoor enamel. The City will provide the City Seal in decal form.

- The Contractor shall also post appropriate construction Site warning signs at the Work Site. Such signs shall be posted to warn pedestrian and vehicle traffic. Signage shall also be placed waterside to alert boater to the construction zone, requiring idle speed and a minimum clearance distance. Contractor shall provide drawings for the signage, which shall be subject to approval by the Consultant.
- The Project Manager and the City shall approve the locations for all signage.

The cost for construction signage is **not** included in the Contractor's Adjustment Factor(s). The Contractor shall be permitted to include the applicable line items from the CTC® within their Price Proposal(s), to compensate for construction signage required by the City.

**21. Construction Photographs**

Contractor shall submit with each application for payment photographs that accurately reflect the progress of the Work. Contractor shall submit one (1) copy of each photograph in print and digitally. The photographs shall be printed on 8"X10" high resolution glossy single weight color print paper. Each photograph will also reflect the date, and time the picture was taken. Aerial photographs will be taken on a bi-monthly basis.

**22. City Furnished Property**

Contractor shall preserve all street signs, parking meters, benches, traffic control signs, etc., when directed to by the Project Manager and shall reinstall or provide to the City as directed.

**23. Geotechnical Testing**

Contractor shall not be paid for testing new material. The cost of testing is included in the unit costs. However, existing material, required by the technical specifications and as directed by the Owner (record tests) shall be paid at the unit price for the appropriate task. Contractor is responsible for all Quality Control and Quality Assurance Testing performed. All Quality Control Testing must comply with the latest publication and/or entity having jurisdiction. In addition, Contractor shall submit any, and all, Quality Control/Quality Assurance (QC/QA) test reports to the appropriate Department/Authorized user and/or contracting party for verification.

**24. Field Layout of the Work and Record Drawings for Drainage Projects**

The Contractor through the services of a State of Florida Registered Professional Surveyor and Mapper (P.S.M.), shall establish the line and benchmarks and other reference points for the installation of the pipeline or structure.

For pipelines, this will consist of establishing all points of bend (but not necessarily bevel pipe unless in close proximity to other facilities), valves, tees, crosses and other stations not more than one hundred (100) feet apart along the proposed centerline of the pipe, or along a stationed offset line as shown on the Plans, marked by a nail in a metal cap if in pavement, with the station painted nearby or by a nail in the top of a wooden stake driven flush with the ground with the station marked on a flag stake nearby, if not in pavement.

For structures, this will consist of base lines, stakes at corners, centers and center lines, auxiliary lines and a bench mark from which to establish the elevations.

The Contractor shall make his equipment and men available to the Inspector for spot-checking the accuracy of the Work. The Project Manager shall require the Work to be brought within the tolerances specified elsewhere before backfill is placed or the construction is otherwise hidden.

The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and other Work and shall prepare record or "As-Built" drawings of the same which are signed and sealed by a State of Florida Registered Professional Surveyor and Mapper

(P.S.M.). Contractor shall deliver these records in good order to the Project Manager as the Work is completed. The Contractor shall supply the Consultant with a copy of the Registered Land Surveyor's layout of the Work immediately upon its availability to his own forces. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to the Project Manager prior to, and as a condition of, final payment.

During the entire construction operation, the Contractor shall retain the services of a State of Florida Registered Professional Surveyor and Mapper (P.S.M.) who shall maintain records of the installation, including all deviations from the plans and specifications by obtaining "As-Built" dimensions and elevations. The Surveyor shall prepare record "As-Built" Drawings showing correctly and accurately all changes and deviations made during construction, including approved construction variances to reflect the Work as it was actually constructed. "As-Built" Drawings shall be submitted to the City on a monthly basis.

#### Recording of Project Record

- Record all information for pipeline projects and on-site projects concurrently with construction progress.
- Do not conceal any work until as-built information is recorded by the Contractor and the City.
- All locations for future connections or tie-ins shall be left unburied and uncovered until the City's surveying forces obtain and record the as-built information. This is in addition to the Contractor's recorded information.
- Restrained pipe, end line valves, thrust blocks need to be left uncovered for the last complete length. Inline valves and tees shall be left exposed for 1 length on both sides plus the face end. Record the elevation, deviation from horizontal and vertical alignment and the inclination for these items.
- Maintain records of all pipeline Project and on-site Project deviations from Drawings and Specifications by a Florida Registered Professional Surveyor and Mapper (P.S.M.).
- For Pipe Installation In All Pipeline Projects and On-site Projects: During entire construction operation retain the services of a State of Florida Registered Land Surveyor (FRLS) who shall maintain records of the installation, including all deviations from Drawings and Specifications.
- (FRLS) shall record as-built dimensions and elevations every twenty-five feet (25') or portion thereof along pipeline and at every abrupt change in direction of the new line.
- (FRLS) shall record locations and elevations for each valve, fitting, service line, fire hydrant, water sampling point, and also for above ground piping and other appurtenances along the pipeline. Specific locations and elevation of equipment, the buildings and miscellaneous items installed inside them shall be recorded as applicable.
- Contractor's FRLS shall prepare as-built record drawings showing correctly and accurately the installation, embracing all changes and deviations made during construction, including all approved construction variances, to reflect the work as it was constructed.
- Record Drawings shall be prepared on 4-mil mylar as specified hereinafter. Record Drawings and three (3) blue line copies shall be signed and sealed by the Surveyor and shall be submitted to the City for the Project Manager's or Consultant's review within ten (10) calendar days following the completion date of successful pressure testing of all mains and appurtenances under the Contract Documents
- If the Consultant determines that the Drawings are not acceptable, they will be returned to the Contractor with a cover letter noting the deficiencies and/or reasons for the disapproval. Contractor shall have ten (10) calendar days to correct all exceptions taken by the Project Manager or Consultant and resubmit as-built record drawings to the Consultant for final acceptance.



Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City, Contractor's record drawings or as-built drawings acceptable to the Project Manager.

**25. Permit Fees**

Unless otherwise provided in the Contract Documents, incidental to the Job Order, the Contractor will be responsible for conducting all activities necessary to obtain all required building permits, other permits, governmental fees, licenses and inspections necessary for proper execution and completion of the Work including the preparation of all drawings, sketches, calculations and other documents and information that may be required. The cost of all activities required to obtain the permits (including expediting) will be at the Contractor's expense. However, all such actual permit fees paid by the Contractor will be treated as a Contract cost reimbursable. The Contractor shall be permitted to include the applicable line items from the Construction Task Catalog® in their Price Proposal, supported by documented receipts, to receive a dollar-for-dollar reimbursement (no markup).

**26. E-Verify – Mandatory Use**

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**27. Job Order Contracting Software and License Fee**

The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary software eGordian® and Bid Safe®, JOC information management applications, and the Construction Task Catalog®; which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the City. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a one percent (1%) JOC System License Fee to obtain access to the Gordian JOC Solution.

**28. Tax Exempt Transactions/Direct Materials Purchasing**

The City, being exempt from sales tax pursuant to the authority set forth above, reserves the right to make direct purchases of certain materials to be incorporated into the construction of the Project by the Contractor and its Subcontractors. The direct purchase by the City of materials implemented for the Project, and the amount of such direct purchases shall be at the sole discretion of the City, and as further set forth herein. The Contractor shall agree to the reasonableness of terms and conditions set forth herein for tax exempt transactions/direct materials purchasing by the City. Any products, materials, supplies or equipment included in the Job Order Amount directly purchased by the City shall be referred to as City-Purchased Materials and shall be governed by the terms and conditions of the Job Order Contract Documents. The Contractor shall remain responsible for the purchase of all materials, not the subject of sales tax recovery, including payment of all sales tax associated therewith. Provisions for administration of tax exempt transactions for direct materials purchasing by the City of Miami (City), are authorized pursuant to Section 212.08(6), Florida Statutes and Department of Revenue Rule 12A-1.094, Florida Administrative Code.

Parameters for the Tax Exempt Transactions/Direct Materials Purchasing program are as follows:

1. The Job Order Proposal and all Subcontractor bid amounts included therein shall include all applicable Florida State sales and other taxes, and any and all associated and necessary costs for all products, materials, supplies and equipment required to

complete the Work set forth in the Construction Documents as if all such items were being purchased by the Contractor.

2. The Contractor, for all City-Purchased Materials as described herein, shall not utilize the pricing in the Construction Task Catalog (CTC). The Contractor shall seek three (3) quotes, and the lowest quoted price shall be submitted to the City without any mark-up whatsoever from the Contractor except as allowed by the Job Order Contract.
3. The approved Job Order shall clearly indicate the amount of negotiated sales tax recovery in the form of a Guaranteed Sales Tax Recovery Amount equivalent to the applicable sales tax that would otherwise be required to be paid if the Contractor were purchasing the materials. All Guaranteed Sales Tax Recovery Amounts and City-Purchased Materials Amounts shall be calculated based on the applicable sales tax rate. The City will not be required to purchase materials exceeding the City-Purchased Materials Amount.
4. The approved Job Order shall indicate whether or not the Job Order Amount includes the sales tax corresponding to the Guaranteed Sales Tax Recovery Amount. The determination of whether or not to include the sales tax in the Job Order Amount shall be at the sole discretion of the City. If the sales tax corresponding to the Guaranteed Sales Tax Recovery Amount has not already been deducted from the approved Job Order Amount, the Job Order Amount will be adjusted by credit Change Order to deduct from the Job Order Amount the Guaranteed Sales Tax Recovery Amount. Such deductive Change Orders may be processed as an initial Change Order or as subsequently processed Change Order(s) at such later time as deemed appropriate by the City prior to Final Completion of the Project. The Contractor agrees to deductive Change Orders for Guaranteed Sales Tax Recovery Amounts.
5. Once established, the Guaranteed Sales Tax Recovery Amount shall not be subject to reduction, it being understood that the City is entitled to the full amount of such sales tax recovery, notwithstanding the actual amount of materials purchased by the City for the Project.
6. The Contractor agrees that the portion of the Job Order Amount anticipated for the City-Purchased Materials Amount shall not be encumbered under the City's purchase order for the Contractor and shall be used by the City to purchase certain materials for the Project. Should it be deemed appropriate by the City, the Contractor agrees to deductive Change Orders for the City-Purchased Materials Amounts.
7. The Contractor agrees to submit Purchase Order Requests for materials, products and equipment purchases to the City as set forth herein for the full amount of the City-Purchased Materials Amount. If the amount of all materials actually purchased by the City is less than the City-Purchased Materials Amount, the difference shall be encumbered under the City's purchase order for the Contractor. If the Job Order Amount had already been adjusted by initial credit Change Order for the City-Purchased Materials Amount prior to the purchase of the materials, such difference shall be returned to the Job Order Amount by additive Change Order or contingency adjustment. The Contractor may submit its requisition for payment in the amount of such difference only after all materials purchases have been fully completed and the associated deductive Change Order or contingency adjustment for the City-Purchased Materials Amount has been approved by the City. The Contractor shall not be entitled to any refund of the Guaranteed Sales Tax Savings due to the amount of materials actually purchased by the City being less than the City-Purchased Materials Amount, unless the Contractor can show that it was unable to achieve the City-Purchased Materials Amount for reasons or causes solely attributable to actions or inactions of the City.

8. The Contractor agrees that the sole purpose for uses of portions of the Job Order Amount or deductive Change Orders for City-Purchased Materials, is to facilitate purchasing of materials by the City for the Project without payment of sales tax. With the exception of the requirements of law for qualification of the City's purchases of materials to be exempt from payment of sales tax, the Contractor shall remain fully responsible for the performance of all Work required to construct the Project as set forth in the Contract Documents and Job Order, inclusive of all labor, products, materials and equipment, whether purchased by the City or the Contractor. The Contractor shall be responsible for the timely and proper submission of all deductive Change Orders related to City-Purchased Materials, including allowance of sufficient time for their processing and approval by the City.
9. Upon mutual agreement between the Contractor and the City, the City-Purchased Materials Amount may be increased beyond that initially established in the approved Job Order. Any subsequent City-Purchased Materials shall conform to the requirements set forth herein for initially established City-Purchased Materials and the Contractor agrees to appropriate deductive Change Orders for the additional Guaranteed Sales Tax Savings corresponding to the increase in City-Purchased Materials Amount.
10. The Contractor and Subcontractor shall be responsible for selecting all suppliers, vendors and materialmen (collectively referred to herein as Vendors) through a quoting process (three quotes) and based on lowest price, for all City-Purchased Materials, as necessary for the performance of the Work. The Contractor and Subcontractor shall include the provisions of the General Conditions of the Contract for Construction and any Supplementary Terms and Conditions in the terms and conditions of all Vendor Agreements and Purchase Order Requests for City-Purchased Materials.
11. The Contractor shall advise the City of any proposed Vendors it has selected, following a quoting process as described in Section 2 herein, no less than (10) business days prior to the time the Contractor submits any Purchase Order Request for any proposed Vendor. If any of Contractor's proposed Vendors are not active Vendors with the City, the Contractor shall be responsible for ensuring that those Vendors are established as active Vendors with the City prior to submission of any Purchase Order Requests to the City for those Vendors. If any Vendor applications for Contractor's or Subcontractor's proposed Vendors are incomplete or unacceptable, Contractor shall be responsible for having such deficiencies rectified or selecting other Vendors without any delay to the Project and without any increase in the Job Order Amount.
12. As the Contractor and Subcontractor determine that City-Purchased Materials need to be ordered, the Contractor shall prepare and submit to the City a standard Purchase Order Request, in the form set forth by the City, to specifically identify the products, materials and equipment to be purchased by the City for the project. Such Purchase Order Requests and associated invoices shall not include materials for any other Projects under any other Contracts or other Job Orders. Each Purchase Order Request shall be prepared by each Contractor and/or Subcontractor and be approved by the Contractor and Subcontractor prior to submission to the City. Each Purchase Order Request shall include, but not be limited to the following:
  - a) The name, address, telephone number, contact person and the City's Vendor Number, if applicable, for the material supplier;
  - b) Manufacturer or brand, model or specification number of the item;
  - c) Quantity needed as estimated by the Contractor and/or Subcontractor;
  - d) The price quoted by the Vendor for the materials identified therein;

- e) The applicable sales tax associated with such quote (as if not tax exempt)
  - f) Delivery dates as established by the Contractor and/or Subcontractor; and
  - f) Copies of the other price quotes, as requested in Section 4 above.
13. Purchase Order Requests shall include reference to any terms and conditions which have been negotiated with the Vendor (i.e. payment terms, warranties, etc.). All Purchase Order Requests are to be submitted to the City along with a copy of the Vendor's quotation, no less than ten (10) business days prior to the date required for ordering the materials. Purchase Order Requests shall not be in amounts less than - \$5,000.00, unless otherwise authorized in writing by the City. The Contractor shall provide written notice to the City at the time the last Purchase Order Request for City-Purchased Materials is submitted.
  14. After receipt of the Purchase Order Request, the City shall prepare its Purchase Orders for equipment, materials or supplies. Pursuant to the Purchase Order, the Vendor will provide the required quantities of products, materials and equipment at the price established in the Vendor's quote to the Contractor and/or Subcontractor, less any sales tax. Upon receipt of each Purchase Order, the Contractor and/or Subcontractor, through the Contractor, shall verify the terms and conditions of the Purchase Order and advise the City of any discrepancies no later than three (3) business days after receipt. A City staff member shall be the approving authority for the City on Purchase Orders for all City-Purchased Materials. The Purchase Order shall also require the delivery of City-Purchased Materials on the delivery date(s) provided by the Contractor and/or Subcontractor in the Purchase Order Request and shall indicate F.O.B. the place of destination, which is defined as the Project site. City Purchase Orders shall contain, or be accompanied by, the City's exemption certificate and must include the City's name, address, and exemption number with both issue and expiration date shown.
  15. The Contractor and/or its Subcontractors shall fully be each jointly and severally responsible for all matters relating to City-Purchased Materials in accordance with these procedures, including but not limited to, timely delivery and receipt of all City-Purchased Materials, verification of correct quantities, verification of documentation or orders in a timely manner, coordination of purchases, provision and obtainment of all warranties and guarantees required by the Contract Documents, inspection and acceptance goods at the time of delivery, and loss or damage to equipment and materials following delivery to the site due to the negligence of the Contractor or any of its Subcontractors. The Contractor and/or Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Contractor and/or Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor and Subcontractor agree to indemnify and hold harmless the City from any and all claims of whatever nature resulting from nonpayment of goods to Vendors arising from the actions or directions of Contractor or Subcontractor.
  16. As City-Purchased Materials are delivered to the Project site, the Contractor or through its Subcontractors, shall visually inspect all shipments from the Vendors, and approve the Vendor's invoice for materials delivered. The Contractor and/or Subcontractor shall assure that each delivery is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation shall consist of a delivery ticket and an invoice from the Vendor confirming the Purchase Order, together with such additional information as the City or Contractor may require. The Contractor and/or Subcontractor will verify, in writing, the accuracy of the delivery ticket.

17. On a weekly basis, the Contractor and/or Subcontractor shall be required to review invoices submitted by all Vendors of City-Purchased Materials delivered to the Project site during that week and either concur or object to the City's issuance of payment to the Vendors, based upon Contractor's and/or Subcontractor's records of materials delivered to the site and any defects in such materials. The Subcontractor will then forward the invoice to the Contractor for its review and approval prior to submission to the City. All Vendor invoices shall be stamped "Approved For Payment" and be signed by the Contractor and Subcontractor prior to submission to the City for payment processing. The Contractor shall notify the City in writing in a timely manner such that the City can, at its option, visit the site to verify and audit the accuracy of the Contractor's and Subcontractor's representation that the City-Purchased Materials indicated in the invoice, delivery ticket or bill of lading were actually delivered to and are present on the Project site.
18. Vendor invoices shall be submitted to the City weekly and be accompanied by the aforementioned delivery documentation and a listing of all City-Purchased Materials that have been delivered to date in a format acceptable to the City. The City will process the Vendor invoices and checks will be released, delivered and remitted directly to the Vendors in the same manner that all other City Vendor invoices are processed pursuant to applicable Florida Law. Contractor shall provide written notice to the City when all purchases and invoicing have been fully completed for each Purchase Order. The Contractor shall provide written confirmation from all Vendors confirming that all materials were ordered, delivered and invoiced as set forth in the Vendor's purchase order including confirmation of any portion of the materials and corresponding dollar amount not to be ordered, delivered and invoiced for the Project.
19. The Contractor and its Subcontractors shall be responsible for City-Purchased Materials being in conformance with the Contract and Construction Documents. All shop drawings and submittals shall be made by the Contractor, in accordance with the Job Order Contract Documents for all City-Purchased Materials. Contractor and Subcontractor shall determine prior to incorporation into the Work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor or Subcontractor discovers defects or non-conformities in City-Purchased Materials, upon such visual inspection, the Contractor or Subcontractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor, in writing, of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any delay or interruption to the Project. Additionally, the Contractor shall notify the City, in writing, of such occurrence. If the Contractor and/or Subcontractor fails to perform such inspection, and otherwise incorporates City-Purchased Materials, the condition of which it either knew about or should have known about by performance of an inspection, Contractor and Subcontractor shall promptly take action to remedy the defect or non-conformity so as not to delay the Work.
20. The Contractor and Subcontractor shall maintain detailed records of all City-Purchased Materials delivered to the site in a format acceptable to the City including all City-Purchased Materials delivered into the Contractor's and/or Subcontractor's possession and portions of all such materials which have been incorporated into the work.
21. Each monthly Requisition for Payment shall clearly differentiate between and shall separately show amounts Contractor is requesting for payment for Work in place, all City-Purchased Materials Amounts established in the approved Job Order, and amounts of all City-Purchased Materials delivered to the Project site. If any City-Purchased Materials represented in the Requisition for Payment as having been delivered to the site are found not to be present on the site, the City reserves the right

to deduct amounts from the Payment Requisition as appropriate to protect the City. Retainage shall not be withheld for City-Purchased Materials.

22. After all Purchase Order Requests and associated invoices for payment for City-Purchased Materials have been finalized, a deductive Change Order or contingency adjustment for City-Purchased Materials may be processed, if deemed appropriate, and at the sole discretion of the City. The Contractor shall provide a full final accounting and reconciliation of all City-Purchased Materials actually processed for the Project.
23. The Contractor and Subcontractor shall be responsible for all warranty and guarantee obligations set forth in the Job Order Contract Documents for the Project for all materials and products incorporated therein, including all City-Purchased Materials. All repairs, maintenance or damage repair calls related to City-Purchased Materials shall be forwarded to the Subcontractor for resolution with the appropriate supplier or Vendor.
24. The City shall be deemed to take Title for City-Purchased Materials from the Vendor at the time of delivery to the Project site and approval by the Contractor and Subcontractor. The transfer of the possession of City-Purchased Materials from the City to the Contractor and Subcontractor shall constitute a bailment for mutual benefit of the City and the Contractor and Subcontractor. The City shall be considered the bailor and the Contractor and Subcontractor the bailee of the City-Purchased Materials. City-Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to properly safeguard, store and protect all City-Purchased Materials.
25. The City shall assume the risk of loss for City-Purchased Materials for the Project for the period of time commencing at the time the City first takes Title to those materials and until the time those materials have been incorporated into the Work by the Contractor and during that period of time, the City shall be responsible for deductible payments for any covered loss(s). Notwithstanding the City's assumption of the risk of loss for City-Purchased Materials to the extent and for the period of time set forth herein, the Contractor shall be responsible for providing all proper handling, storage and protection from damage, theft or other loss for all City-Purchased Materials delivered to the Site in the same manner as set forth in the Job Order for all materials, products and equipment to be incorporated into the Work.
26. The City shall in no way be liable for interruption or delay in the Project, for any defects or any other problems with the Project, or for any extra charge or cost resulting from delay in the delivery of, or defects in City-Purchased Materials, and the Contractor and its Subcontractors expressly accept all risks and responsibilities for incomplete, improper or untimely delivery of these materials.
27. Contractor shall be responsible for the removal and proper disposal of any waste City-Purchased Materials delivered to the site that were not used to complete the Project. The City, at its option, may take possession of any City-Purchased Materials delivered to the site that were not incorporated into the Work by the Contractor.

## Section 4 – BID FORM

**BID FORM:** (Page 1 of 10)

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

City of Miami, Florida  
Office of the City Clerk  
City Hall, 1st Floor  
3500 Pan American Drive  
Miami, Florida 33133-5504

---

The undersigned, as Bidder, hereby declares that the only persons interested in this Bid as principal 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, firm, or parties making a Bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it shall examine the Site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the Bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder agrees, if this Bid is accepted, to contract with the City, a municipal corporation of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project(s) entitled:

**Bid No: 15-16-033**

**Title: Job Order Contracting (JOC) for Horizontal and Vertical Construction Services**

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, in the amount and in the form as indicated in the ITB Documents, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid Guaranty accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond in the time frame as provided in the ITB Documents or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the City. In the event of a discrepancy between the price Bid in figures and the price Bid in words (if any), the price in words shall govern.

**Schedule of Prices**

**Note:** Bidders shall bid a set of Adjustment Factors, which will be used as the basis for determining the lowest responsive and responsible Bidder.

**Note:** The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.

The Adjustment Factor(s) must be expressed as a percentage increase or decrease from the Construction Task Catalog®. The Adjustment Factors shall be to the fourth (4<sup>th</sup>) decimal place using conventional rounding methodology (i.e., if the number in the fifth (5<sup>th</sup>) decimal place is 0-4, the number in the fourth (4<sup>th</sup>) decimal remains unchanged; if the number in the fifth (5<sup>th</sup>) decimal place is 5-9, the number in the fourth (4<sup>th</sup>) decimal is rounded upward). As example, a five percent (5%) increase would be expressed as an Adjustment Factor of 1.0500 and a five percent (5%) decrease would be expressed as an Adjustment Factor of 0.9500.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following examples illustrate.

1	.	1	5	5	2
---	---	---	---	---	---

One Point One Five Five Two

Or

0	.	9	5	0	0
---	---	---	---	---	---

Zero Point Nine Five Zero Zero

**Note to Bidders:** A Bidder may choose to Bid an Adjustment Factor for the horizontal construction contract or the vertical construction contract, or both (provided they meet the minimum requirements applicable to both the horizontal and vertical contracts).



**HORIZONTAL CONSTRUCTION SERVICES**

**Adjustment Factor for Horizontal Construction performed during Normal Construction Working Hours:**

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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**Written Amount**

**Adjustment Factor for Horizontal Construction performed during Other Than Normal Construction Working Hours:**

	.				
--	---	--	--	--	--

(Specify to four decimal places)

---

**Written Amount**

**HORIZONTAL CONSTRUCTION AWARD CRITERIA FIGURE**

The following formula has been developed for the sole purpose of evaluating Bids and awarding the contract. Complete the following calculation.

- Line 1. Adjustment Factor for Normal Construction Working Hours \_\_\_\_\_
- Line 2. Multiply Line 1 by 0.80 \_\_\_\_\_
- Line 3. Adjustment Factor for Other Than Normal Construction Working Hours \_\_\_\_\_
- Line 4. Multiply Line 3 by 0.20 \_\_\_\_\_
- Line 5. Summation of lines 2 and 4 \_\_\_\_\_  
(Award Criteria Figure)

Write in numbers and words the Award Criteria Figure in the spaces below.

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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**Written Amount**

**VERTICAL CONSTRUCTION SERVICES**

**Adjustment Factor for Vertical Construction performed during Normal Construction Working Hours:**

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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**Written Amount**

**Adjustment Factor for Vertical Construction performed during Other Than Normal Construction Working Hours:**

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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**Written Amount**

**VERTICAL CONSTRUCTION AWARD CRITERIA FIGURE**

The following formula has been developed for the sole purpose of evaluating Bids and awarding the Contract. Complete the following calculation.

- Line 1. Adjustment Factor for Normal Construction Working Hours \_\_\_\_\_
- Line 2. Multiply Line 1 by 0.80 \_\_\_\_\_
- Line 3. Adjustment Factor for Other Than Normal Construction Working Hours \_\_\_\_\_
- Line 4. Multiply Line 3 by 0.20 \_\_\_\_\_
- Line 5. Summation of lines 2 and 4 \_\_\_\_\_  
(Award Criteria Figure)

Write in numbers and words the Award Criteria Figure in the spaces below.

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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**Written Amount**



**BID FORM:** (Page 6 of 10)

- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the City in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs(1) through (6); and

4. Lobbying

The undersigned certifies 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 undersigned, 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 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 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) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, 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 pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who

**BID FORM:** (Page 7 of 10)

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; and

\* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

5. **Debarment, Suspension and Other Responsibility Matters**

The Bidder certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
- (d) Have not within a three year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (e) In addition, factors to be considered in determining responsibility of prospective contractual parties shall include but not be limited to:
  - (1) Bidder does have availability of appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, to meet all contractual requirements;
  - (2) Bidder does have a satisfactory record of performance;
  - (3) Bidder does have a satisfactory record of integrity;
  - (4) Bidder does possess qualified legal standing to contract with the City;
  - (5) Bidder shall comply with supplying all requested information connected with the inquiry concerning responsibility;
- (f) Bidder has not had a termination, suspension, or cancellation of a City contract, in whole or in part, for cause, due to a default by the Bidder, within the past five (5) years, which has not been reversed on appeal by a court of competent jurisdiction; or
- (g) Bidder has not withheld a payment or nonpayment of moneys due the City from the Bidder, within the past five (5) years, unless the full amount of such moneys due the City;
- (h) Have been deposited with a court of competent jurisdiction in Miami-Dade County, Florida, pursuant to the provisions of Fla. R. Civ. P. 1.600 titled "Deposits in Court", as amended, or other applicable Federal, State or Local Rules of Court, and are subject to distribution to the City or withdrawal by the City by order of the court;
- (i) The Bidder shall provide any information requested by the Chief Procurement Officer or contracting officer concerning responsibility. If such contractual party fails to provide the

requested information, the determination of responsibility may be made upon available information or the prospective contractual party may be found nonresponsible. The Bidder may demonstrate the availability of necessary financial, equipment, facility, and personnel resources by submitting:

- (1) Bidder furnishes, upon request, evidence that the contractual party possesses such necessary resources;
- (2) Bidder affirms it has acceptable plans to subcontract for such necessary resources; or,
- (3) Bidder will, upon request, submit a documented commitment for, or explicit arrangement with, satisfactory sources to provide such necessary resources.

Where the prospective Bidder is unable to certify to any of the statements in this certification, such Bidder shall submit an explanation to the City of Miami in writing.

6. Local Workforce Participation Requirements

The Bidder certifies to the best of its knowledge and belief, that it and its principals:

- (a) Have read and understood the provisions of City of Miami Ordinance 13332, codified as Section 18-89 of the City Code pertaining to the local workforce participation requirements on a quarterly basis;
- (b) Have identified in City Form Subcontractor Utilization (“**SU**”) a third party independent who verifies and is properly licensed under the provisions of F.S. 454,471,473, or 481 and who is not with the contractor; and
- (c) The selected third party, who independently verifies compliance with this section, must have a minimum of two (2) years of experience as required in Ordinance No. 13332, codified as Section 18-89 of the City Code;

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**Part IV: Certification – Trench Safety Act**

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The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and its Subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder acknowledges that included in its Adjustment Factor(s) are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

**BID FORM:** (Page 8 of 10)

Bid Guaranty:

Attached is a Bid Bond [ ], Cash [ ], Money Order [ ], Unconditional/Irrevocable Letter of Credit [ ], Treasurer's Check [ ], Bank Draft [ ], Cashier's Check [ ], Bid Bond Voucher [ ] or Certified Check [ ] No. \_\_\_\_\_ drawn on Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ for Dollars (\$\_\_\_\_\_ ) **for the Horizontal Construction Contract.**

Bid Guaranty:

Attached is a Bid Bond [ ], Cash [ ], Money Order [ ], Unconditional/Irrevocable Letter of Credit [ ], Treasurer's Check [ ], Bank Draft [ ], Cashier's Check [ ], Bid Bond Voucher [ ] or Certified Check [ ] No. \_\_\_\_\_ drawn on Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ for Dollars (\$\_\_\_\_\_ ) **for the Vertical Construction Contract.**

**NOTE TO BIDDERS:** A Separate Bid Guarantee is required for each Contract Bid. See Article 8, Section 1, Instructions for Submission for the applicable amounts required for each contract.

The Bidder hereby acknowledges and affirms to the contents of this Bid Form and its' response(s) thereto including without limitations Part I through IV have been, read, understood, and agree to by signing and completing the spaces provided below.

Firm's Name: \_\_\_\_\_

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

Printed Name/Title: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Social Security No. or Federal I.D. No.: \_\_\_\_\_ Dun and Bradstreet No.: \_\_\_\_\_ (if applicable)

If a partnership, names and addresses of partners:

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_  
Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_  
Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
IF JOINT VENTURE)**

Joint ventures must submit a joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the Bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

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**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
Print: \_\_\_\_\_



**NOTARIZATION**

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

) SS:

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

**Section 5 – Attachments**

**BID BOND FORM** (Page 1 of 3)

State of Florida )  
County of Miami-Dade ) SS  
City of Miami )

KNOWN ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as  
Principal, \_\_\_\_\_ as Surety,  
are held and firmly bound unto The City of Miami, in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) 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 and successors, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has  
submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_, for:

**JOB ORDER CONTRACTING (JOC) FOR HORIZONTAL AND VERTICAL CONSTRUCTION  
SERVICES, ITB No. 15-16-033**

NOW THEREFORE:

- (a) If the principal shall not withdraw said Bid within one hundred eighty (180) days after date of opening the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or,
- (b) In the event if the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**BID BOND FORM** (Page 2 of 3)

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership, Partnership, or Joint Venture, two (2) Witnesses are required. If Corporation, Secretary only will attest and affix seal.)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety Secretary

PRINCIPAL:

\_\_\_\_\_  
(Name of Firm) Affix Seal

\_\_\_\_\_  
(Signature of Authorized Officer) Seal

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

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
City State Zip  
Surety:

\_\_\_\_\_  
(Corporate Surety) Affix Seal

\_\_\_\_\_  
(Signature of Authorized Officer)

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

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
City State Zip

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ of said corporation; that I know his signature, and the signature hereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS  
CITY OF MIAMI )

Before me, a Notary Public duly commissioned, and qualified, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact, for the \_\_\_\_\_ and that he/she has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Miami, Florida.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

INSTRUCTIONS: Bid Bonds must be accompanied by a Power of Attorney, in compliance with Instructions for Submission

\_\_\_\_\_  
Notary Public, State of Florida at Large

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

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**SUPPLEMENT TO BID FORM:**

**QUESTIONNAIRE**

**\*\*\*\*Important\*\*\*\*** If Bidder is bidding on both the Horizontal and Vertical Construction Services contracts, submit a separate Questionnaire for each Contract service (e.g., Horizontal or Vertical).

**This completed form *Must* be submitted with the Bid. The City may, at its sole discretion, require that the Bidder submit additional information not included in the submitted form. Such information must be submitted within five (5) calendar days of the City's request. Failure to submit the form or additional information upon request by the City shall result in the rejection of the Bid as non-responsive. Additional pages may be used following the same format and numbering.**

By submitting its Bid, the Bidder certifies the truth and accuracy of all information contained herein.

**A. Business Information**

1. How many years has the Bidder been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)\*      Issuance Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(\*include active certifications of community small business enterprise & name of certifying entity)

b. Date Bidder was licensed by State of Florida Department of Professional Regulation:

\_\_\_\_\_

c. Qualified Business License:     Yes  No    If Yes, Date Issued: \_\_\_\_\_

d. What is the Bidder's primary business? \_\_\_\_\_  
(This answer should be specific. For example; paving, drainage, schools, interior renovations, etc.)

e. Name of Qualifier, license number, and relationship to the Bidder:

\_\_\_\_\_

f. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to the Bidder and years serving as qualifier for the Bidder:

\_\_\_\_\_

\_\_\_\_\_

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date
-----------------	-------------	---------------

\_\_\_\_\_

\_\_\_\_\_

3. Type of Business Entity:

Corporation     "S" Corporation     LLC     Sole Proprietorship     Other: \_\_\_\_\_

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Business Entity Ownership

a. Identify all owners of the Business Entity:

Name	Title	% of ownership
_____		
_____		
_____		
_____		

b. Is any owner identified above, an owner in another company?  Yes  No  
If yes, identify the name of the owner, other company names, and % ownership for each.

\_\_\_\_\_  
\_\_\_\_\_

c. Identify all individuals authorized to sign for the Business Entity, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

(Note: "All" refers to any type of document including but not limited to contracts, amendment, change proposal requests (CPR), change orders (CO), notices, claims, disputes, etc. "Cost" refers to CPRs, COs. No-cost refers to RFIs, Notices, and other similar documents).

5. Employee Information

Total No. of Employees: \_\_\_\_\_ Number of Managerial/Admin. Employees: \_\_\_\_\_

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many employees are working under H2B visas? \_\_\_\_\_

6. Has any owner or employee of the Bidder been convicted of a federal offense or moral turpitude? If yes, please explain:

\_\_\_\_\_

7. Insurance and Bond Information

a. Insurance Carrier name and address: \_\_\_\_\_

\_\_\_\_\_

b. Insurance Contact Name, telephone, and e-mail: \_\_\_\_\_

\_\_\_\_\_

c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)

d. Number of insurance claims paid out by Bidder in last five (5) years and value:

\_\_\_\_\_

e. Bond Carrier name and address: \_\_\_\_\_

\_\_\_\_\_

f. Bond Carrier contact name, telephone, and e-mail: \_\_\_\_\_

\_\_\_\_\_

g. Number of Bond Claims paid out by Bidder in last five (5) years and value:

\_\_\_\_\_

8. Have any claims lawsuits been filed against the Bidder in the past five (5) years. If yes, identify all where the Bidder has either settled or an adverse judgment has been issued against the Bidder. Identify the year basis for the claim or judgment and settlement unless the value of the settlement is covered by a written confidentiality agreement.

\_\_\_\_\_

\_\_\_\_\_

9. The Bidder or any officers of the Bidder currently under investigation by any law enforcement agency or public entity? If yes, provide details:

\_\_\_\_\_

\_\_\_\_\_

10. Has the Bidder been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No (If yes, provide an attachment that provides an explanation of the project and an explanation).



11. Has the Bidder been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation.
12. Provide an attachment listing all of the equipment, with a value of \$5,000 or greater, owned by the Bidder.

**B. Project Management and Subcontract Details**

1. Project Manager for this Project:

a. Name: \_\_\_\_\_

b. Years Employed by Bidder: \_\_\_\_\_

c Licenses/Certifications: \_\_\_\_\_

d. Last 3 projects with the Bidder including role, scope of work, and value of project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Subcontractors:

Name	Trade	% of Work	License No.	Certification*
------	-------	-----------	-------------	----------------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(\*active certifications of community small business enterprise & name of certifying entity)

3. Scope of physical construction labor to be performed by the Bidder and the corresponding percentage of the work: (This does not include such items as insurance \* bonds, dumpsters, trailers, and other similar non-construction work items)

\_\_\_\_\_

\_\_\_\_\_

**C. Current and Prior Experience**

1. Detail current experience including projects currently under construction, recently awarded, or pending award. Provide an attachment to this Questionnaire that lists all such projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date, and number of company trades personnel assigned to the project.
2. Identify prior projects of a similar size, and scope. Provide as an attachment to this Questionnaire listing six (6) separate completed project references for similar projects valued at \$200,000.00 or greater, completed within the last two (2) years, supported by the owner's references required in subsection D below, for consideration by the City in

determining the Bidder's responsiveness and responsibility. This attachment must include the minimum number of projects required herein for the Bidder to be considered responsive. Reference information provided must include the owner's name; address and contract person; contact person telephone and email; title of project; location of project; scope; initial value and final cost of the project; projected and final timeframes for completion in calendar days, and the number of company trades personnel, by classification, that were assigned to the project. The delivery method, including, but not limited to; design-build, CM@Risk, Design-Bid-Build, etc., is to be identified for each Project. If there is a difference between the initial and final cost or initial and actual timeframe provide details on why the differences exist. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

#### **D. Bidder's References**

Bidders are to include a minimum of five (5) references from completed projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The City, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

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# City of Miami



Daniel J. Alfonso  
City Manager

To Whom It May Concern

**Subject:** Reference Letter for Vertical Project

The Following Section to be Completed by the Bidder.

Name of Bidder: \_\_\_\_\_

The above referenced Bidder is responding to a Bid that has been issued by the City of Miami. The City requires that the Bidder provide written references with their Bid submission. By providing you with this document, the Bidder is requesting that you provide the following reference information. The City would appreciate you providing the information requested below, as well as any other information you feel is pertinent:

Name of Referenced Project: \_\_\_\_\_

The Following Section to be Completed by the Project Owner.

Scope of Referenced Work: \_\_\_\_\_

Did the Scope involve the construction, installation, repair and/or replacement of a stormwater pump station?  Yes  No

Value of Project: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_

Percentage of physical construction work self-performed by Bidder: \_\_\_\_\_ %

Was project completed on time and within budget:  Yes  No

If no, was the Bidder at fault or contribute to the delay(s) or increased cost?  Yes  No

If yes, please provide details:

Comments:

Name of Project Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Project Owner's Representative: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Sincerely,

Annie Perez, CPPO, Director  
Department of Procurement

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# City of Miami



Daniel J. Alfonso  
City Manager

To Whom It May Concern

**Subject:** Reference Letter for Horizontal Project

The Following Section to be Completed by the Bidder.

Name of Bidder: \_\_\_\_\_

The above referenced Bidder is responding to a Bid that has been issued by the City of Miami. The City requires that the Bidder provide written references with their Bid submission. By providing you with this document, the Bidder is requesting that you provide the following reference information. The City would appreciate you providing the information requested below, as well as any other information you feel is pertinent:

Name of Referenced Project: \_\_\_\_\_

The Following Section to be Completed by the Project Owner.

Scope of Referenced Work: \_\_\_\_\_

Did the Scope involve the construction, installation, repair and/or replacement of a stormwater pump station?  Yes  No

Value of Project: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_

Percentage of physical construction work self-performed by Bidder: \_\_\_\_\_ %

Was project completed on time and within budget:  Yes  No

If no, was the Bidder at fault or contribute to the delay(s) or increased cost?  Yes  No

If yes, please provide details:

Comments:

Name of Project Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Project Owner's Representative: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Sincerely,

Annie Perez, CPPO, Director  
Department of Procurement



**SUPPLEMENT TO BID FORM:**

**OFFICE LOCATION AFFIDAVIT (Page 1 of 3)**

**Please type or print clearly. This Affidavit must be completed in full, signed and notarized ONLY IF YOU MAINTAIN AN OFFICE WITHIN THE CORPORATE LIMITS OF THE CITY OF MIAMI AS DEFINED BY CITY CODE SECTION 18-73.**

---

Legal Name of Firm:

Entity Type: (Check One)  Partnership  Sole Proprietorship  Corporation

---

Corporation Document No:

Date Established

---

Occupational License No:

Date of Issuance

Office Location (Establishment of the Bidder):

PRESENT

Street Address:

---

City:

State:

How long at this location:

---

PREVIOUS

Street Address:

---

City:

State

How long at this location:

**According to Section 18-73 of the City of Miami Code, as amended:**

City of Miami "Local Office" means a business within the City which meets all of the following criteria:

**1)** Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the City for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the City; **and**

**2)** if the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully executed lease within the corporate limits of the City that documents in writing continuous business residence within the

## **OFFICE LOCATION AFFIDAVIT (Page 2 of 3)**

corporate limits of the City for a term of no less than twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee; **and**

**3)** Has had for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current Business Tax Receipt issued by both the City and Miami-Dade County, if applicable; **and**

**4)** Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the City or Miami-Dade County that authorizes the performance of said business operations; **and**

**5)** Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

### **According to Section 18-85(a) of the City of Miami Code, as amended:**

“when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in City Code Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder.”

**OFFICE LOCATION AFFIDAVIT (Page 3 of 3)**

**The intention of this section is to benefit bona fide local Bidders to promote economic development within the corporate limits of the City of Miami.**

I (we) certify, under penalty of perjury, that the office location of the Bidder has not been established with the sole purpose of obtaining the advantage granted bona fide local Bidders by this section.

_____	_____
Authorize Signature	Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

(Corporate Seal)

(Must be signed by the corporate secretary of a corporation or one general partner of a partnership or the proprietor of a sole proprietorship or all partners of a joint venture).

**NOTARIZATION**

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         )     SS  
CITY OF MIAMI                     )

That: \_\_\_\_\_ personally appeared before me and acknowledged the foregoing instrument as his/her act and deed.

That he/she has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC: \_\_\_\_\_

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

**Please submit with your Bid copies of Occupational License, professional and/or trade License to verify local status. The City of Miami also reserves the right to request a copy of the corporate charter, corporate income tax filing return and any other documents(s) to verify the location of the Bidder's office.**

**CERTIFICATE OF COMPLIANCE WITH SECTIONS 18-87, 18-89, 18-120 OF THE CITY CODE**

I, \_\_\_\_\_ hereby certify that:

i) I \_\_\_\_\_ am the (President/Secretary or Principal) of \_\_\_\_\_ (**Bidder**);

ii) I have read Sections 18-87,18-89 and 18-120 of the City of Miami Procurement Code;

a. (**Bidder**) \_\_\_\_\_ hereby acknowledges that the awarded contract has an on-site labor component greater than or equal to twenty-five percent (25%), and therefore agrees to assign a minimum of fifteen percent (15%) of the contract value to firms currently certified by Miami-Dade County as a Community Small Business Enterprise (“CSBE”);

**OR**

b. (**Bidder**) \_\_\_\_\_ hereby is certified by Miami-Dade County as a CSBE firm and will self-perform to meet the minimum fifteen percent (15%) CSBE requirement. An active copy of the respondent’s CSBE certification must be included in the bid document.

iii) (**Bidder**) \_\_\_\_\_ hereby agrees to comply with the Local Workforce Participation Requirements stated in Section 18-89 of the City of Miami Procurement Code.

iv) (**Bidder**) \_\_\_\_\_ hereby agrees to comply with the Responsible Wages and Benefits on Construction Contracts Requirements stated in Section 18-120 of the City of Miami Procurement Code.

OPTIONAL:

v) (**Bidder**) \_\_\_\_\_ hereby agrees to make assignments **pursuant to Item ii), above**, to certified CSBE firms who maintain a “Local Office”, as defined in City Code Section 18-73;

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) **SS**  
CITY OF MIAMI )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Certificate of Compliance with Sections 18-87, 18-89 and 18-120 of the City of Miami Procurement Code on behalf of Bidder named therein in favor of the City.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Florida at Large

Bonded by \_\_\_\_\_

## **LOCAL, SMALL, AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

\*\*\*\* Contractor will submit information below on a Job-Order-by-Job Order basis with their Proposal Package applicable to each Job Order\*\*\*\*

### **Local, Small, and Disadvantaged Business Enterprise Participation**

Project No.: _____ Title: _____
Bidder/Contractor: _____

As previously stated in the Contract Documents, the City encourages the participation of local, small and disadvantaged owned businesses. Based on this ongoing effort the City requires that with the submission of the Bid, first payment requisition, and at the request of City representative, the Contractor shall submit this report. Failure to submit the report may delay the issuance of payment to the Contractor. Contractor shall submit an updated report when a Subcontractor has been added or changed.

The following certified local, small, disadvantaged, firms have been awarded subcontracts for this Project. The legend is to be used in completing the appropriate columns.

Name of Firm (Bidder and Subcontractors)	Business Designation <i>(check all that apply)</i>				Certifying Agency (Agencies) <i>List all applicable</i>	Value of Work Assigned/Awarded	Percentage of Total Work or Contract
	<input type="checkbox"/> Local	<input type="checkbox"/> CSBE	<input type="checkbox"/> DBE	<input type="checkbox"/> None		\$	
	<input type="checkbox"/> SBE	<input type="checkbox"/> Other					
	<input type="checkbox"/> Local	<input type="checkbox"/> CSBE	<input type="checkbox"/> DBE	<input type="checkbox"/> None		\$	
	<input type="checkbox"/> SBE	<input type="checkbox"/> Other					
	<input type="checkbox"/> Local	<input type="checkbox"/> CSBE	<input type="checkbox"/> DBE	<input type="checkbox"/> None		\$	
	<input type="checkbox"/> SBE	<input type="checkbox"/> Other					
	<input type="checkbox"/> Local	<input type="checkbox"/> CSBE	<input type="checkbox"/> DBE	<input type="checkbox"/> None		\$	
	<input type="checkbox"/> SBE	<input type="checkbox"/> Other					
	<input type="checkbox"/> Local	<input type="checkbox"/> CSBE	<input type="checkbox"/> DBE	<input type="checkbox"/> None		\$	
	<input type="checkbox"/> SBE	<input type="checkbox"/> Other					
	<input type="checkbox"/> Local	<input type="checkbox"/> CSBE	<input type="checkbox"/> DBE	<input type="checkbox"/> None		\$	
	<input type="checkbox"/> SBE	<input type="checkbox"/> Other					

#### **LEGEND**

<b>Types of Firm</b>	<b>Certifying Entities</b>
CSBE – Community Small Business	CM – City of Miami
DBE – Disadvantaged Business Enterprise	BC – Broward County
SBE – Small Business Enterprise	FDOT – Florida Department of Transportation
Local – Local Firm (within City of Miami city limits)	FG – Federal Government
None – no special designation	MD – Miami-Dade County
	Other – please identify

**NOTE: COPIES OF CERTIFICATIONS MUST BE ATTACHED. LOCAL FIRMS SHALL ATTACH THE LOCAL OFFICE AFFIDAVIT.**

## **REQUIRED SUBMISSION WITH YOUR BID**

### **LOCAL WORKFORCE PARTICIPATION BID QUESTION:**

List all contracts the Bidder has performed for the City of Miami for the past three (3) years which included Local Workforce Participation Requirements. The City will review all contracts the Bidder has performed for the City for the past three (3) years in accordance with Section 18-89 of the City Code, which requires that “the City shall consider the Bidder’s adherence to the City’s Local Workforce Participation Requirements within the past three (3) years in making any future contract awards. The solicitation documents will include the Bidder’s past compliance with these requirements of the City.” As such, the Bidder must list and describe all work performed for the City of Miami for the past three (3) years. Please provide factually detailed responses for each project that address each of the important items below.

- (i) contract number, name and brief description of work;
- (ii) total dollar value of the contract;
- (iii) dates covering the term of the contract;
- (iv) percentage of Local Workforce Participation Requirements met by the Bidder;
- (v) breakdown of local workforce used to meet the requirements (number of persons broken down by trade and category);
- (vi) if the Bidder was unable to meet the Local Workforce Participation Requirements, explain the reasons why, and what efforts, if any, were utilized by the Bidder to attempt to meet these requirements;
- (vii) if the project was over one million dollars (\$1,000,000.00), did the Bidder hold a job fair(s), if yes, provide the date and location of the job fair(s), number of attendees;
- (viii) was a third party hired to verify and certify compliance with the Local Workforce Requirements, if yes were all requirements met, what was the third party’s name and provide their current contact information;
- (ix) was the five percent (5%) retainage fee released to the Bidder by the City upon project completion, and
- (x) If the Bidder did not meet the goals, did you seek a waiver of the program requirements from any City officials? Please explain in detail.

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## Section 6- Contract Execution Form

THIS Contract # [Click here to enter text.](#) made this \_\_\_\_ day of \_\_\_\_\_ in the year 2017 in the amount of \$[Click here to enter text.](#) by and between THE CITY OF MIAMI, FLORIDA, hereinafter called the "CITY," and [Click here to enter text.](#), hereinafter called the "Contractor" for the Job Order Contract for (Horizontal/Vertical) Construction for the following awarded Adjustment Factors:

Normal Construction Working Hours: \_\_\_\_\_

Other Than Normal Construction Working Hours: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

[Click here to enter text.](#), a Florida corporation

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

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

\_\_\_\_\_  
*Print Name, Title*

\_\_\_\_\_  
*Print Name, Title of Authorized Officer or Official*

ATTEST:

(Corporate Seal)

CONTRACTOR Secretary  
(Affirm CONTRACTOR Seal, if available)

ATTEST:

**City of Miami**, a municipal corporation of the State of Florida

\_\_\_\_\_  
**Todd B. Hannon, City Clerk**

\_\_\_\_\_  
**Daniel J. Alfonso, City Manager**

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

\_\_\_\_\_  
**Ann-Marie Sharpe, Director  
Risk Management Department**

\_\_\_\_\_  
**Victoria Méndez, City Attorney**



**CORPORATE RESOLUTION**

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the City of Miami for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the City of Miami upon the terms contained in the contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

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**FORM OF PERFORMANCE BOND**

(Page 1 of 2)

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Miami, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No: 15-16-033**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and City for construction of \_\_\_\_\_, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor shall be, and declared by City to be, in default under the Contract, City having performed City obligations hereunder, the Surety may promptly remedy the default, or shall promptly:
  - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

**FORM OF PERFORMANCE BOND (Page 2 of 2)**

4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Job Order Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Job Order Amount," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than City named herein.

The Surety hereby waives notice of and agrees that 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.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
(Name of Corporation)

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSURANCE COMPANY:

By: \_\_\_\_\_  
(Agent and Attorney-in-Fact)

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

**FORM OF PAYMENT BOND (Page 1 of 2)**

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Miami, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No. 15-16-033** \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.
- 2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

**FORM OF PAYMENT BOND (Page 2 of 2)**

The Surety hereby waives notice of and agrees that 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 the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Agent and Attorney-in-Fact)

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that \_\_\_\_\_, who signed the Bond(s) on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary (on behalf of) (SEAL)

\_\_\_\_\_  
Corporation

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         ) SS  
CITY OF MIAMI                        )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of Contractor named therein in favor of City.

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires:

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Bonded by \_\_\_\_\_

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**PERFORMANCE AND PAYMENT GUARANTY FORM UNCONDITIONAL/IRREVOCABLE LETTER OF CREDIT:** (Page 1 of 2)

Date of Issue \_\_\_\_\_

Issuing Bank Routing No. \_\_\_\_\_

Beneficiary:

City of Miami  
444 S.W. 2<sup>nd</sup> Avenue  
Miami, Florida 33130

Applicant:

Amount: \_\_\_\_\_  
in United States Funds

Expiration:  
(Date)

Bid/Contract Number \_\_\_\_\_

We hereby authorize you to draw on \_\_\_\_\_  
(Bank, Issuer name)

at \_\_\_\_\_ by order  
(branch address)

of and for the account of \_\_\_\_\_  
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of \_\_\_\_\_ available by your  
drafts at sight, accompanied by:

1. A signed statement from the City Manager or his authorized designee, that the drawing is due to default in performance of certain obligations on the part of \_\_\_\_\_ (contractor, applicant, customer) agreed upon by and between the City of Miami, Florida and \_\_\_\_\_ (contractor, applicant, customer), pursuant to Bid/Contract No. \_\_\_\_\_ for \_\_\_\_\_ (name of project) and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than \_\_\_\_\_.  
(expiration date)

**PERFORMANCE AND PAYMENT GUARANTY FORM UNCONDITIONAL/IRREVOCABLE LETTER OF CREDIT:** (Page 2 of 2)

Drafts must bear the clause: "Drawn under Letter of Credit No. \_\_\_\_\_ (Number), of \_\_\_\_\_ (Bank name) dated \_\_\_\_\_.

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City of Miami with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to the City that this Letter of Credit will expire prior to performance of the Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the \_\_\_\_\_ (contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

\_\_\_\_\_  
Authorized Signature

**FORM A - INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY**

If the Bidder is submitting as a joint venture, please be advised that this form (2 pages) **MUST** be completed and the REQUESTED written joint venture agreement **MUST** be attached and submitted with this form.

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms that comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Describe the role of the MBE firm (if applicable) in the joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Provide a copy of the joint venture's executed contractual agreement.

7. Control of and participation in this Agreement. Identify by name, race, gender, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as: \_\_\_\_\_

(1) Estimating: \_\_\_\_\_

(2) Marketing and sales: \_\_\_\_\_

\_\_\_\_\_

(3) Hiring and firing of management personnel: \_\_\_\_\_

\_\_\_\_\_

(4) Purchasing of major items or supplies: \_\_\_\_\_

\_\_\_\_\_

(c) Supervision of field operations: \_\_\_\_\_

\_\_\_\_\_

**NOTE:** If, after filing this form and before the completion of the joint venture's work on the subject Contract, there is any significant change in the information submitted, the joint venture must inform the City in writing, within ten (10) calendar days of event.

**AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint ventures in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venturers relevant to the joint venture, by authorized representatives of the City. Any material misrepresentation will be grounds for terminating any Contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Bidder: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

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

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

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

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

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

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

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