

# MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



## VOLUME I PROJECT MANUAL

SUPPLEMENTAL  
BIDDING REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
APPENDIX

### **South Dade Regional Library Interior Renovations**

10750 SW 211 ST, Cutler Bay, Florida 33189

**C23-MDPLS-01-ESP**

2024

ACCESS STATEMENT: To request materials in accessible format, sign language interpreters, CART and/or any accommodation to participate in any Miami-Dade Public Library System sponsored program or meeting, please contact Shiham Lorenzo, 305-375-5005 or [Cgb@mdpls.org](mailto:Cgb@mdpls.org) at least 7 days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

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MIAMI-DADE PUBLIC LIBRARY SYSTEM  
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BIDDING REQUIREMENTS

**South Dade Regional Library Interior Renovations**

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BIDDING REQUIREMENTS

00100 Invitation to Bid

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MIAMI-DADE COUNTY, FLORIDA  
INVITATION TO BID  
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**BID SUBMITTAL DEADLINE:**

All Bids must be submitted electronically. MDPLS will email the bid tally within five business days to all bidders. Firms that did not submit a bid may request the bid tally from the contact person for this project. The bid opening will be conducted over Zoom. Attendance is not required at the bid opening. The Public Bid Opening for this project will be livestreamed January 17, 2025 @ 2:00 PM. Request information via email to: [Cgb@mdpls.org](mailto:Cgb@mdpls.org) copy the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

Bids for the **South Dade Regional Library Interior Renovation** project, will be received electronically via email, in PDF format, to the Project Manager Shiham Lorenzo; [Cgb@mdpls.org](mailto:Cgb@mdpls.org), until **2:00 PM** Local Time, **January 17<sup>th</sup>, 2025** or as modified by addendum.

Bids received after the bid submittal date and time stipulated above will not be considered. The County reserves the right to postpone or cancel the bid opening at any time prior to the scheduled opening, reject any and or all Bids, to waive informalities and irregularities, or to re-advertise the Project. The County, choosing to exercise its right of rejection, does so without imposition of any liability against the County.

It is the responsibility of the Contractor to verify all pricing prior to submitting a final Base Bid price. Failure to honor pricing could impact the ability of the firm to receive County Business in the future as it will become a responsibility issue in future evaluations.

Bids must be submitted pursuant to all the requirements set forth in the Bid Documents.

**PROJECT ESTIMATE(S):** Contract Base: **\$8,282,700.00**

**CALENDAR DAYS:** 548

**PROJECT LOCATION:**

South Dade Regional Library - 10750 SW 211 ST, Cutler Bay, Florida 33189

**PRE-BID CONFERENCE:**

A Virtual Zoom Pre-Bid Conference is scheduled for **December 2, 2024 @ 11:00 AM**.  
The Pre-Bid meeting is not MANDATORY, but highly encouraged to attend.

**Join Zoom Meeting**

<https://miamidade.zoom.us/j/87624767113?pwd=b2MuNVJQ90auSR8ppVgXWY6HwbKVj5.1>

Meeting ID: 876 2476 7113  
Passcode: 284631

**Dial by your location**

• +1 786 635 1003 US (Miami)

Meeting ID: 876 2476 7113  
Passcode: 284631

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**MANDATORY ON-SITE INSPECTION/VISIT:**

There is a mandatory requirement for an on-site inspection visit for all prospective bidders. No questions will be answered during the site visit, all questions must be submitted in writing to the **Project Manager, Shiham Lorenzo** to [Cgb@mdpls.org](mailto:Cgb@mdpls.org) and a copy filed with the **Clerk of the Board** at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov). To allow for flexibility, bidders will be allowed to visit the site during regular business hours. Failure by a bidder to comply with the mandatory on-site inspection visit, and to submit the executed Mandatory On-Site Inspection/Visit form may deem the bidder non-responsive. Bids found to be non-responsive will not be considered for Award.

**PRIME CONTRACTOR LICENSE AND EXPERIENCE REQUIREMENTS:** Include with the bid submittal package, copies of certifications and documentation that demonstrate that at the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation Documents, the Bidder holds a valid, current, and active:

License Requirement:

PRIMARY: Certified General Contractor

Contractor SUB: Mechanical, Electrical, Plumbing, Low Voltage & Audio Visual, Signage Designer/Fabricator

Experience Requirement:

Prime Contractor, through full time-personnel, should demonstrate experience as the prime contractor on similar projects with project scopes that are comparable to the Project Scope of Services for this project.

Preferred experience, Contractor at a minimum, through full-time personnel, have experience within the last five (5) years in successfully renovating commercial or public buildings using sustainable materials and methods, updating electrical and low voltage infrastructure and that they can demonstrate experience delivering high quality, durable interior finishes, and fixtures. A minimum of 2 projects is preferred within the last 5 (five) years. They must be fully insured and bonded for the project cost estimate. It is preferred that the team members also have the following:

- Experience within the last five (5) years with building new or renovating public libraries.
- Experience with library technologies including highspeed Wi-Fi internet, low voltage wiring and all-in-one audio-visual presentation systems.
- LEED building certification and experience.

**SCOPE OF WORK:** (Contractor must obtain and submit all permits prior to performing any work.)

CONTRACTOR shall review all documents, plans, and scope of work provided by Miami-Dade County Library System, Capital Programs Division for work to be completed.

The CONTRACTOR shall protect all existing components: walkways, existing trees, benches and other existing site furnishings including perimeter fence, if applicable. The CONTRACTOR shall perform the WORK complete, in place, tested, and ready for continuous occupancy, and shall include repairs, replacements, and restoration required as a result of damages caused during the construction. CONTRACTOR shall furnish all labor, materials, equipment, services, and incidentals to complete all work required by these contract documents and as can be inferred and necessary for the proper completion of the WORK, whether specifically indicated in the contract documents or not.

The Miami-Dade Public Library System (MDPLS) has a need to establish construction services for the existing

South Dade Regional Library located at 10750 SW 211th ST, Cutler Bay, FL 33189. The renovation will follow LEED prescriptive path maximum measures. The construction is to be performed in accordance with the Construction Documents and Specifications prepared by Forbes Architects for MDPLS. The work consists of the comprehensive renovation of the interior of the existing multi-story library building of approximately 48,000 square feet of air-conditioned space includes, but is not limited to, the removing all the interior finishes, devices, accessories, disposing of any remaining furniture or equipment, relocating and reconfiguring the space with new partitions, removing the lobby interior stairway, creating a new open lobby stairwell, creating an opening in the existing second floor slab to create a double height area in the main reading room, removing and replacing plumbing fixtures with water efficient fixtures, new burglar alarm, new fire alarm devices, new lighting control system that integrates with the existing BMS system, new electrical and lighting fixtures and equipment, and HVAC grilles and ducts, all new data conduit and/or wiring and new electrical outlets, adding a new passport office, a new "Catio" space for use by the Animal Services Department, upgrading the existing infrastructure to create new state of the art audio/visual system with paging systems and presentation systems in the auditorium and the new multi-purpose room, installing conduit, backer boxes and the like for future security and wifi systems, adding a sensory friendly room and upgrading all finishes (i.e. ceilings, paint, flooring, accessories, fixtures, etc.) throughout the library.

The selected Contractor shall hire an experienced low voltage/media professional (Integrator) that will assist MDPLS in identifying all required equipment proposed for the project including the basic categories of: a) structured cabling systems, b) security systems, and c) audio/visual systems. Including, but not limited to, providing all drawings, specifications and contract administration required to design and build the project's low voltage and audio/visual system. The Integrator shall design and coordinate with all County agencies to determine the requirements and use of County preferred equipment. The Integrator shall coordinate with MDPLS' IT department to review proposed systems and verify compliance with their standards, maintenance requirements and compatibility with County software systems.

The Contractor shall be responsible for completing the project in accordance with the complete contract construction documents and specifications as necessary to obtain all approvals by any/all authorities having jurisdiction over the project, including but not limited to the Town of Cutler Bay and all Miami-Dade County or other permitting agencies. The project must be constructed to meet or exceed applicable building codes, County and Town of Cutler Bay Ordinances, and work with modern technological standards for library facilities. They will facilitate the project in an efficient and cooperative manner with MDPLS and MDPLS' design professionals. They will provide construction services through the completion of the project and include systems commissioning and warranty/close out periods. The required work will result in a complete fully functional and operational Regional Library facility with all new interior spaces that will serve the public safely, in a modern, clean and efficient manner while allowing for the use of modern library technologies throughout the building.

The Contractor shall be responsible for the replacement of the existing air-cooled chiller with heat recovery and upgrade the chiller plant to comply with the new flood criteria as an alternate in the bid form. The new chiller equipment should include all components present in the existing chiller for example: VFD, heat recovery and pumps. Equipment cut sheet is included in the bid documents for reference. Contract to include: 10 years warranty parts/labor/refrigerant ( standard for MDPLS ) required. Start up must be done in the presence of the Owner. Chiller and all components must have e-coating. New chiller to maintain and meet or exceed the existing systems performance criteria. The Basis of Design is Trane.

All books and furniture will be removed by MDPLS. However, any furniture left inside the existing building the contractor will be responsible for removing and disposing of it accordingly. All costs associated with this work are part of the contract.

Note that work is further described in the contract documents and within the plans.



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**BID DOCUMENTS:**

To receive the bid documents, contact Shiham Lorenzo at [Cgb@mdpls.org](mailto:Cgb@mdpls.org). The Bid Documents must be requested directly from the Library Department or your bid may be deemed non-responsive.

Bid Documents will be available on: **11/26/2024**

All Addenda for this project will be available within the same link emailed for the Bid Documents. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. Acknowledgment of bid documents and addenda received by Bidders is a requirement when submitting Bids. Failure to return signed receipts as part of your Bid Submittal may deem the bid non-responsive.

**BONDS (BID, PERFORMANCE AND PAYMENT):**

Each Bid must be accompanied by a certified check or acceptable bid bond in the amount of five percent (5%) of the proposed total bid amount as guarantee that the Bidder, if awarded the Contract, will provide, as set forth in the Bid Documents, a Performance and Payment bond satisfactory to Miami-Dade County, Library Department, equal to one hundred (100%) percent of the total Contract award amount.

Bidders may not withdraw their bids for a period of one-hundred and eighty (180) calendar days after the bid opening, after which they may be requested to extend their bids until either a Recommendation for Award or a Notice of Rejection of Bids has been filed with the Clerk of the Board, Miami-Dade County. Failure to hold prices shall be cause to render the bid non-responsive and risk forfeiture of the bid bond as liquidated damages.

**REQUEST FOR CLARIFICATION/INFORMATION:**

All Requests for Information (RFI) must be submitted electronically, in word format, by **12/17/2024** to [Cgb@mdpls.org](mailto:Cgb@mdpls.org) and a copy filed with the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov) **NO PHONE CALLS WILL BE ACCEPTED**. Verbal statements made by the County or the Owner's Representative that are not contained in an RPQ or addendum to the RPQ are not binding on the County and should not form any basis for a bidder's response to an RPQ.

**NON-COLLUSION AFFIDAVIT:**

Pursuant to Section 10-33.02.1 of the Miami-Dade County Code, bidders on County construction contracts are requested to complete and submit the Non-Collusion Affidavit form included with the Bid Documents. Any person or entity that fails to submit the required affidavit in accordance with the aforementioned Code shall be ineligible for contract award. Failure to provide a Non-Collusion Affidavit within five (5) days from notification of intent to award may be cause for the Contractor to be deemed non-responsive and forfeit their bid/proposal bond.





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**CONE OF SILENCE:**

Pursuant to Section 2-11.1(t) of the County Code and Administrative Order 3-27 ("Cone of Silence Provisions"), as amended, a "Cone of Silence" is imposed upon RFPs, RFQs, or bids after advertisement and is lifted at the time the project has been Recommended for Award. Written communications may be submitted via e-mail to Shiham Lorenzo at [Cqb@mdpls.org](mailto:Cqb@mdpls.org) copy the Clerk of the Board at [CLERKBCC@miamidade.gov](mailto:CLERKBCC@miamidade.gov). The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request.

**DISCLOSURES:**

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

**VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):**

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

**MIAMI-DADE COUNTY DEBARMENT AFFIDAVIT:**

The Contractor shall be subject to and comply with all the provisions of Ordinance No. 93-129. A breach of the clauses contained in the contract adversely affecting the performance of the Contractor on this project may be grounds for the initiation of debarment proceeding.

**SUSTAINABLE BUILDINGS PROGRAM:**

Bidders contracted for the planning, design, construction, management, renovation, maintenance, or decommissioning of infrastructure projects and buildings owned, financed, leased, or operated by Miami-Dade County or constructed on County-owned property shall adhere to the Miami-Dade County Sustainable Buildings Program as set out in Article III, [Sec. 9-71 to Sec. 9-75 of the Ordinance No. 07-65 and Ord. No. 22-107](#).

The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.





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- A. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher-level rating under the LEED-NC Rating System.
- B. Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher-level rating under the LEED-NC Rating System.
- C. Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher-level rating under the appropriate LEED Rating System such as LEEDNC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).
- D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

**INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

Refer to Project Manual - 00800 Supplemental General Conditions, Article 1.08 for requirements.

**LIQUIDATED DAMAGES:**

\$1,400.00 per day until Certificate of Acceptance for Substantial Completion  
or after Acceptance for Substantial Completion until Final Acceptance.

**UAP FEES/ IG FEES:**

Pursuant to Miami-Dade County Code Section 2-8.10, User Access Program (UAP) Fees are applicable.  
Pursuant to Miami-Dade County Code Section 2-1076 - Office of the Inspector General (IG) Fees apply.

# MIAMI-DADE PUBLIC LIBRARY SYSTEM

## INSTRUCTIONS TO BIDDERS

### 1. QUALIFICATIONS OF BIDDERS

- A. For a Bid to be accepted, the Bidder must hold, at the time of his Bid, a valid Certificate of Competency as required by Section 10-3 of the Code of Miami-Dade County, Florida. Any Bid not in compliance with this Section shall be null and void. To obtain information on obtaining a Certificate of Competency, contact the following Board, with regard to the procedure and time required to obtain the proper certification.

Miami-Dade County  
Department of Regulatory and Economic Resources  
Herbert S. Saffir Permitting and Inspection Center  
11805 SW 26 Street – 2<sup>nd</sup> Floor  
Miami, Florida 33175  
Telephone 786-315-2575

- B. The CONTRACTOR shall be responsible for the complete performance for all of the work under the Contract, and for the methods, means, and all equipment used in performing the Contract and for all materials, tools, apparatus and property of every description used in connection therewith.
- C. Additional Qualifications, if any, are set forth in the Bidder's Statement of Qualifications and Business References.

### 2. AVAILABILITY OF DOCUMENTS

- A. Documents may be obtained from MDC, and in the manner stipulated in the Invitation to Bid. The Documents are listed in the Invitation to Bid. No partial set of any of the Documents will be issued. Additional information not included in the Documents may be available for Bidder's inspection at the address shown in the Invitation to Bid. Such information is indicated in the Information Available to Bidders portion of these Specifications.

### 3. EXAMINATION

- A. It is the responsibility of each Bidder before submitting a Bid to:
1. Examine the complete set of Bidding Documents and all related data identified therein; visit the Site(s) identified in the Bidding Documents and become familiar and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. General and local conditions that must be considered include, but are not limited to, those pertaining to transportation, pedestrian, and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site constraints, restrictions and limitations; the conformation and conditions of the work area; and the

character of equipment and facilities needed prior to and during the performance of the Work.

2. Become familiar and satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress and performance of the Work.
3. Carefully study all available information including reports of explorations and tests of subsurface conditions at or contiguous to the Site(s).
4. Consider the information known to Bidder; information commonly known to contractors performing work in Miami-Dade County comparable to the work described in the Bidding Documents; information obtained from visits to the Site(s); and the Bidding Documents including all information contained or referenced therein, with respect to the effect of such information and observations on:
  - a. The cost, progress and performance of the Work;
  - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder or required by the Bidding Documents; and
  - c. Bidder's compliance with all applicable labor laws.
5. Agree at the time of submitting Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the prices bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
6. Become aware of the general nature of the work to be performed or coordinated by the County and others at the Site(s) that relates to the Work as indicated in the Bidding Documents.
7. Promptly give written notice of all conflicts, errors, ambiguities, and discrepancies noted by Bidder in the Bidding Documents and confirm that a written resolution is provided by Engineer/Architect and/or **Field Representative** that is acceptable to Bidder.
8. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
9. The submission of a Bid will constitute an irrefutable representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer/Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer/Architect are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

10. Each Bidder, by virtue of submitting their Bid, acknowledges that they and all their subcontractors have satisfied themselves as to the nature and location of the Work to be performed within Miami-Dade County. Failure on the part of the Bidder to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if awarded the Contract.

#### 4. COMMUNICATION WITH COUNTY DURING BIDDING

- A. No interpretation of the meaning of the Specifications or other Bid Documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Bidder orally. Every request for such interpretation or correction shall be in writing, and in the manner stipulated in the Invitation to Bid.
- B. Any such interpretation or correction and any supplemental instructions will be in the form of addenda and will be mail to all holders of Bid Documents (at the respective addresses furnished for such purposes). Failure of any bidder to receive any such addendum shall not relieve that bidder from any obligation under his bid as submitted. Addenda so issued shall become part of the Bid Documents.
- C. Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a “Cone of Silence” is imposed upon each RFP, RFQ or bid after advertisement and is lifted at the time the project has been Recommended for Award to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs, RFQs or bids between, among others:
- potential vendors, service providers, bidders, lobbyists or consultants **and** the County’s professional staff including, but not limited to, the County Manager and the County Manager’s staff, the Mayor, County Commissioners or their respective staffs;
  - the Mayor, County Commissioners or their respective staffs **and** the County’s professional staff including, but not limited to, the County Manager and the County Manager’s staff;
  - potential vendors, service providers, bidders, lobbyists or consultants, any member of the County’s professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.
- The provisions do not apply to, among other Communications:
- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
  - the provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or

- communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents.
- D. All Requests for Information (RFI) regarding this project shall be submitted in word format, and in the manner stipulated in the Invitation to Bid. No verbal RFI's regarding the project, via phone or in person, shall be permitted. MDC shall consider RFIs received prior to the RFI submittal deadline. All applicable responses to RFIs are issued via Addendum to all the potential bidders or proposers that appear on the Bidder's List. The Bidder's List contains the contact information for the bidder / proposer that obtained a bid package directly from Miami-Dade Public Library System.
- E. In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any RFP award, RFQ award or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers or bidders should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.
- F. This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

## 5. PROTESTS

- A. Written procedures governing bid protests for County projects are found in the Code of Miami-Dade County, Section 2-8.4 and in Implementing Order 3-21.

## 6. PREPARATION OF BID

- A. Bids are to be submitted with the forms as identified in the Project Manual or as modified by addendum and are required to evaluate the Bidder's responsiveness and responsibility. Bids submitted are to include the Bid Form included in the Forms for the Submittal of Bids and must be accompanied by the following documents, which are required in order to evaluate the Bidder's responsibility for satisfactory performance of the Contract: Bidder's Statement of Qualifications and Business References. The required Bid Security must also accompany the Bid.
- B. Bid Form:

The Bid Form must be completed as follows:

1. Addenda: Receipt of addenda must be acknowledged by entering the number and date of issue of each addendum in the spaces provided on the Bid Form for this purpose.

2. Prices: Base Bid, Unit, or item prices (if applicable) and Alternate (if applicable) price(s) must be entered in the appropriate spaces provided in the Bid Form.
  - a. The Bidder shall complete all prices as designated on the Bid Form. MDPLS shall compute the Total Bid Price. The Total Bid Price represents the sum of the base bid, Alternate(s) if applicable or elected, unit price totals if applicable, Contingency, and Dedicated.
  - b. "Estimated Quantities" (If applicable) shown on the Bid Form are approximate and are used solely for the purpose of evaluating the Bids. MDC does not represent, expressly or by implication, that the actual amount of Work will correspond to the "Estimated Quantities", and further reserves the right to increase or decrease the amount of any or all Bid Items and to omit portions of the Work.
  - c. In the case of any Bid Item for which a fixed amount predetermined by MDC has already been entered on the Bid Form, the amount so entered shall be conclusive on all Bidders as the price for such item and shall not be revised unless MDC directs a change in the scope of the Work affecting the item to which such amount relates.

C. The Bid Form must be executed in the following manner:

1. If from a corporation, it must be signed by the president or vice-president and the secretary or assistant secretary with the corporate seal legibly affixed. If a corporation does not have a corporate seal, then both signatures must be witnessed and copies of the minutes of the board of directors must be supplied, which minutes shall reflect the authority of the signing officers to sign the instrument.
  - a. Note: When the signing officer is not the president, simply because his title is different, evidence of his authority to sign on behalf of the corporation must be submitted.
2. If from an individual, sole proprietorship or a bidder operating under a trade name, it must be signed by that individual and witnessed by at least two witnesses.
3. If from a partnership, it must be signed by one of the full partners and witnessed by at least two witnesses. If the signing partner is a corporation, that partner shall sign in the same manner as if the corporation was itself submitting the bid. All members of the partnership must sign if the contract calls for performance of services which are not within the scope of the partnership agreement. As with an individual, each signature must be witnessed by at least two persons. The signature portion of the Bid Form shall be altered as appropriate for execution by a corporate partner and/or all partners, if required.
4. It must include the exact name of the contracting organization, such as:

Harry H. Smith,  
DBA, Smith's Painting XYZ Corporation,  
a Florida Corporation  
Smith and Jones, a partnership, etc.

5. It must be properly acknowledged before a notary public.
  6. A bid submitted by a corporation must list the name of the State wherein the corporation was chartered and the business address of the corporation.
- D. Bidders are requested to observe the following instructions in completing the Bid Forms; failure to do so will not necessarily preclude consideration of their bids, but may result in irregularities serious enough that their bids cannot be considered:
1. The Bidder shall submit a complete Bid Form.
  2. The Bidder shall not delete, modify, nor supplement the printed matter on the Bid Form nor make any substitutions, therefore.
  3. The Bid Forms and the other forms accompanying it shall be typed or legibly completed in ink.
  4. All identifying information, such as the Bidder's name, address, principals, FEIN No., and State of incorporation, for which spaces are provided shall be entered.
  5. Bid Security is required, and alternative forms are acceptable. Bidders shall indicate the form furnished. (Refer to Article 7 – Bid Security)
  6. Any corrections shall be initialed by the person who signs the Bid Form.
- E. Accompanying Forms: The Bid Documents provided to prospective Bidders include forms for providing information that will be required in order to evaluate Bidders' financial responsibility and qualifications for satisfactory performance of the Contract. Bidders are required to submit these forms with their bids in accordance with the requirements of the following paragraphs.
1. Bidder's Statement of Qualifications and Business References - 00450: Potential bidders must furnish the information requested by this form to include: General information regarding their companies' management and operations, including a history of commenced and completed projects. Also to be included in order to support said requirements is specific information regarding the firm's financial resources (to include copy of most recent compiled financial statement and copy of last certified financial statement in a separate PDF); history of past and pending judgments against the firm; and detailed information concerning past and current project history instances where liquidated damages were assessed. Lack of documentation



and/or any documentation submitted by the potential bidder to demonstrate and substantiate the aforementioned requirements may be used by the County to evaluate whether the submitted bid is considered responsive and responsible and as such is subject to verification by County staff. If information furnished is incomplete or inadequate, additional information may be requested after Bid opening and before Award. Failure to submit the additional information may render the bid non-responsive.

2. NOT USED.
3. County Contractors Employment and Procurement Practices - 00452: In accordance with the requirements of Ordinance 98-30, all firms with annual revenues in excess of \$5 million, seeking to contract with Miami-Dade County, shall provide an Affirmative Action Plan and a Procurement Policy. Said firms must also submit, prior to contract award or upon request, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board members, to the County's Internal Services Department, Small Business Development Division. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance.

4. Criminal Record Affidavit - 00454: The Bidder/Proposer shall comply with Miami-Dade County Ordinance No. 94-34, which requires any individual, corporation, partnership, joint venture or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten years to disclose this information prior to entering into a contract with or receiving funding from the County.
5. Contractor shall comply with the [Equal Opportunity Act - Executive Order 11246](#). The Executive Order prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. Additionally, Executive Order 11246 prohibits federal contractors and subcontractors from, under certain circumstances, taking adverse employment

actions against applicants and employees for asking about, discussing, or sharing information about their pay or the pay of their co-workers.

6. NOT USED
7. NOT USED
8. Contractor Debarment – Section 10-38 of the Code of Miami-Dade County.
9. NOT USED
10. NOT USED
11. NOT USED
12. Listing of Subcontractors and Suppliers (Fair Subcontracting Practices) - 00466: In accordance with Ordinance No. 00-30 (amending Ordinance No. 97-104), all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall be submitted electronically upon request through BMWS, listing all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or respondent and describes the materials to be supplied. It shall be a condition of award for the successful bidder to provide such a listing.
  - a. Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first tier subcontractors and direct suppliers.
13. Lobbyist Registration for Oral Presentation Affidavit (If applicable) - 00469: For purposes of this section, "Bidder" shall mean principal, as defined in section 2-11.1(s)(1)(b) of the Code of Miami-Dade County. Bidder must furnish a completed and executed form titled: "Affidavit of Bidder regarding Miami-Dade County Lobbyist Registration for Oral Presentation." The affidavit will be signed by the Bidder or the Bidder's representative and shall state that the lobbyist is authorized to represent the Bidder.
14. Commission On Ethics and Public Trust "Lobbyist Rules": The Commission on Ethics and Public Trust promulgated a set of "Lobbyist Rules" implementing the MDC Conflict of Interest and Code of Ethics Ordinance. The Lobbyist Rules may be obtained from MDC at the bidders request.

15. Public Entity Crimes Statement - 00470: Bidder must furnish a completed and executed form entitled: Sworn Statement under Section 287.133(3)(a), Florida Statutes on Public Entity Crimes. Failure of the Bidder to properly complete and submit this form with the Bid Documents may render the Bid as non-responsive and subject to rejection.

F. Other Bid Requirements:

1. Project Manual – Volume II, Section 013216 Construction Schedule, may require that the Contractor submit a bar chart schedule with the bid. See Section 01310 for complete details. If required by Section 01310, failure of the Bidder to properly complete and submit an acceptable part one bar chart with the Bid Documents may render the Bid as non-responsive and subject to rejection.
2. Statement of Policies and Procedures for Awarding Subcontracts (Fair Subcontracting Practices) - 00472: In accordance with Ordinance No. 98-159 (amending Ordinances No. 97-35, 97-104, 98-31 and 98-124), “all successful bidders/respondents on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring bidders/respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which:
  - a. notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
  - b. invites local subcontractors to submit bids in a practical, expedient way;
  - c. provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid;
  - d. allows local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder’s requirements; and
  - e. awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder’s stated objectives.

- f. All bidders/respondents seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Bidders/Respondents who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.”
3. The Bidder acknowledges that the costs of complying with the Florida Trench Safety Act, effective October 1, 1990, are included in the line item total price for Sitework, and that his bid submittal includes the documentation required therein, and that the costs and safety measures he proposes to utilize are further identified in the Bid Form, as required. Failure to complete this portion of the Bid Form may render the bid non-responsive. **(If applicable)**
4. The attention of the successful respondent (Contractor or Consultant) to this Solicitation, herein referred to as the Contractor, is hereby directed to the requirements of MDC Code Section 2-1076; in that the Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Contractor from IG, the Contractor shall make all requested records and documents available to the IG for inspection and copying.
  - a. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.
  - b. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. **To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.**
  - c. The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (**IPSIG**) who may be engaged to

perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

- d. The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.
  - e. The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.
5. NOT USED
6. Clearing House for Posting Notice of Job Opportunities: The Contractor is hereby advised of Resolution No. R-937-98, R-1145-99, and R-1395-05 as amended, Clearing House for Posting Notice of Job Opportunities Resulting From the Construction of Improvements on County Property. Contractors with job openings must complete a Notice of Job Opening form ([Link Provided](#)) and submit to the Small Business Development (SBD) Division of Regulatory and Economic Resources Department (RER) for posting. The job vacancy notices should be delivered within ten (10) working days following award of contract. The Director of the Department of Business Development will in turn distribute said job announcements to all Miami- Dade County facilities participating in the notification requirements of Resolution No. **R-1145-99**.
7. NOT USED
8. [Local Preference: Ordinance No. 01-21, 04-27, and 04-190](#) as amending Section 2-8.5 of the Code of Miami-Dade County. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within ten percent of the price submitted by the non-local business, then that non-local business and each of the aforementioned local businesses 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 business. If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be

made to the local business. Local business means the vendor has a valid occupational license issued by Miami-Dade County at least one year prior to bid or proposal submission to do business within Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business.

9. Fair Wage Affidavit – Not applicable.

10. NOT USED

11. Prohibition of Contracting With The County While In Arrears Affidavit - 00476: Pursuant to (Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30) and (Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67). The bidder shall verify the following by affidavit.

- a. The bidder has paid all delinquent and currently due fees or taxes (- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above bidder, have been paid.
- b. The bidder is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the bidder has a controlling financial interest for purposes hereof, the term “enforcement threshold” means any arrearage under any individual contract, non-appealable judgment, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term “controlling financial interest” means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

Not Used

12. False Claims Ordinance: The Contractor shall comply with all procedures contained in the **FALSE CLAIMS** Ordinance MDC Code Article XV Sections 21-255 through 21- 266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
13. Domestic Leave Ordinance: In accordance with Resolution R-185-00, prior to entering into a contract with the County, the Contractor shall, as a condition of award, comply

with the **DOMESTIC LEAVE ORDINANCE**, MDC Code Chapter 11A Article VIII. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with requirements of R-185-00 as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

Not Used

14. In accordance with Resolution No. R-1181-18 / Directive No. 182536 – Report Regarding Consideration of Contractor Safety Information as a Part of the Contractor Responsibility Review for Contract Award. As a condition of award, the Prime Contractor, and any First Tier Subcontractors (if applicable) shall provide OSHA 300 Form and OSHA Inspection Data.
15. Not Used
16. Disabled Veteran's Business Preference Program: Per Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent of the price bid. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price. However, if a Local Certified Service-Disabled Veteran Business Enterprise is the lowest bidder as a result of a Best and Final Bid (also known as a BAFO), then the price submitted as part of the Best and Final Bid shall be the contract price.

At the time of bid or proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

#### G. New Vendor Registration:

1. To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a **new Vendor Registration Package**, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package via Miami-Dade County's automated web-based portal prior to award. Effective January 9, 2017 companies must register through the Vendor Portal: <https://www.miamidade.gov/Vendor>.



2. Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitations, by completing the provided AFFIRMATION OF VENDOR AFFIDAVITS form.

**All registered vendors** with Miami-Dade County must be familiar with and committed to compliance with all terms and conditions for doing business with Miami-Dade County.

3. For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)
4. Collusion Affidavit: Pursuant to the Code of Miami-Dade County Section 2-8.1.1, 10-33.1 and Ordinance No. 08-113. Failure to provide a Collusion Affidavit prior to the recommendation to award has been filed with the Clerk of the Board may be cause for the Contractor to forfeit their bid/proposal bond.

## 7. BID SECURITY

- A. "Bidders are required to furnish Bid Security in favor of Miami-Dade County, Florida, in an amount of not less than five percent of the highest Total Bid Price". The Bid Security must be in the form of a cashier's check, certified check, bid bond, or a combination thereof (see note following B below). If a bid bond is furnished, it must conform to the form provided with the Bid Documents, and the surety thereon must be a surety insurer having a currently effective certificate of authority to transact such insurance in Florida. Such surety shall provide a certified copy of such certificate from the Florida Department of Insurance at the time the bond is submitted to MDC. The Bid Securities of the Bidders submitting the five lowest Total Bid Prices for the Contract will be retained either until the successful Bidder has signed the Construction Contract and has furnished a Surety Performance and Payment Bond, and Certificate of Insurance, or until the 180th day after the Bid Opening date, whichever is sooner.
- B. Each Bidder agrees that if he is awarded a Contract and fails within the time stipulated to execute the Construction Contract and to furnish the other documents required, MDC will retain his Bid Security as liquidated damages, and not as a penalty.
  1. Note: Under a ruling of the Attorney General of the State of Florida, there shall be affixed to each certified check, State documentary stamps in the sum of 15 cents for each \$100.00 of the amount of such check, as the certification of the check by a bank becomes a written obligation to pay money and is subject to the documentary stamp tax. No bid accompanied by a certified check lacking such documentary stamps affixed will be acceptable. If a cashier's check is tendered, then no documentary stamps are required.

## 8. RECEIPT AND OPENING OF BIDS

- A. Bids will be received, at the time, place and method specified in the Invitation to Bid, or as modified via addendum. Bids received after the time and date specified will not be considered but will be returned unopened.
- B. All bids shall be submitted to the Miami-Dade Public Library System Department Contract Administrator as identified in the invitation to bid in PDF format, via email until time and date specified on the Invitation to Bid, or as modified via addendum.
  - 1. The bid shall contain the required bid documents and if applicable, one (1) COA–Certificate of Assurance. On the subject line place the name of the Bidder, the RPQ/contract number and the date for opening of bids. The Bid Security specified in Article 7 shall be enclosed with the Bid. Failure to include the Bid Security may render the Bid non-responsive.
  - 2. All Bids must be submitted electronically. The Library Capital Programs Division will email the bid tally within five business days to **all bidders. Firms that did not submit a bid may request the bid tally from the contact person for this project.** The bid opening will be conducted over Zoom (unless otherwise , with **information provided in advance to all bidders, attendance is not required.**

#### 9. WITHDRAWAL OF BIDS

- A. No Bid can be withdrawn after it is filed unless the Bidder makes a written and signed request to the County prior to the time set for the opening of bids, or unless the County fails to accept it within 180 days after the date fixed for opening bids.

#### 10. DISQUALIFICATION

- A. MDC reserves the right to disqualify Bids, before and after the Bid Opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

#### 11. POST-BID OPENING SUBMITTALS AND PRE-AWARD SURVEY

- A. If any bidder does not wish to remain in competition and does not submit required information, such non-submittal or incomplete submittal shall be considered a withdrawal of bid and shall be cause for forfeiture of the Bidder's bid security.
- B. After Bids have been opened and before any award is made, MDC will evaluate the Bid Prices, the Total Bid Prices, Bidder's experience, financial data and other data relating to the Bidder's compliance with these Instructions to Bidders, and his responsibility and qualifications to perform the Contract satisfactorily.

## 12. EVALUATION OF BIDS

- A. Each Bid timely received at the time set for the Bid Opening shall constitute an offer to perform the Contract on the terms and conditions thereof, in strict accordance with the Contract Documents, for the Base Price and Alternate Price (if applicable). Each Bidder agrees that his Bid shall be irrevocable for a period of 180 calendar days after the Bid Opening and will not be withdrawn or modified during that time. MDC may accept any Bid by giving the Bidder notice of award during that time. MDC reserves the right to reject any Bid, the prices of which appear to be unbalanced or unreasonable, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in its best interest. In order for a Bidder to be eligible to be awarded a Contract, his Bid must be responsive to the solicitation, and MDC must determine the Bidder to be technically qualified and financially responsible to perform the Contract satisfactorily.
- B. MDC reserves the right to reject a Bid if, in MDC's judgment, the best interests of MDC will be served thereby. Some conditions which may cause rejection are as follows:
  - 1. Obvious imbalance contained in the Bid;
  - 2. Obvious lack of experience, adequate machinery, plant or other equipment as revealed by supplemental information which may be requested from the Bidder;
  - 3. The Bidder's current or projected workload which, in the opinion of MDC, may hinder or prevent the completion of the Work within the specified time;
  - 4. Default by the Bidder on other contracts;
  - 5. Failure by the Bidder to satisfy claims on previous contracts;
  - 6. Bidder is under suspension from bidding by any governmental agency; and
  - 7. Disqualification by MDC due to causes indicated elsewhere in the Contract Documents
- C. As part of the bid evaluation process, MDC will have the right to receive from the Contractor, upon request, a detailed breakdown of any bid item. MDC will have the right, but not the obligation, to require a bidder to correct or rebalance a bid that MDC has determined to be unbalanced as long as the total bid price remains unchanged.

## 13. EXECUTION OF CONTRACT

- A. The Bidder to whom an award, if any, is made shall execute the Contract and the required Surety Payment and Performance Bond within 14 calendar days after receipt of the prescribed forms. MDC will require appropriate evidence that the person executing the Construction Contract for the Bidder is duly empowered to do so. MDC will also require a certified copy of the surety's currently effective certificate of authority to transact such

insurance in Florida, as indicated in Article 7, BID SECURITY. The Surety Performance Bond and the Surety Payment Bond shall be in an amount at least equal to the Total Bid Price and shall conform to the forms provided with the Bid Documents. The Bonds shall remain in effect for a period as indicated in the Bonds. The Bonds shall be in accordance with paragraph 1.03, Contract Security, of the Supplemental General Conditions.

- B. For the purpose of determining the lowest value response received from a responsive and responsible Bidder, the Department shall use the total of the base bid amount, plus any alternate prices chosen if applicable. Contingency Allowance and Dedicated Allowance items will not be considered in the determination of the lowest bid. The County reserves the right to adjust the Contingency Allowance and Dedicated Allowances prior to the approval of the award if deemed in the best interest of the County.
- C. ALTERNATES will be at the discretion of the Owner. MDC reserves the right to award with respect to the price proposal, based on the lowest Grand Total (Base Bid) or any combination of base bid and alternate(s). If the alternate(s) option is not exercised, it will not preempt the right of MDC to complete the work by the other means, and or negotiate that portion of the work not included for basis of award, at a future date with the CONTRACTOR.
- D. The Bidder to whom an award, if any, is made shall submit the required Surety Payment and Performance Bond within fourteen (14) calendar days after receipt of the Recommendation for Award letter. MDC will require a certified copy of the surety's currently effective certificate of authority to transact such insurance in Florida, as indicated in Article 7, BID SECURITY. The Surety Performance Bond and the Surety Payment Bond shall be in an amount at least equal to the Total Bid Price and shall conform to the forms provided with the Bid Documents. The Bonds shall remain in effect for a period as indicated in the Bonds.
- E. A fully executed Notice to Proceed (NTP) Letter constitutes a contract with Miami-Dade County. The County may issue to the Contractor a NTP letter only when, in the discretion of Miami-Dade County, all conditions for award have been satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and the expiration of any applicable protest period. The successful Bidder must provide the County with the completed and fully executed NTP letter prior to the date stated in the letter for commencement of the Work. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor

#### 14. INSURANCE

- A. The Contractor will be required to obtain and to maintain in effect the insurance coverage and amounts prescribed in the Insurance Specifications in the Supplemental General Conditions, which are part of the Bid Documents and of the Contract Documents, and to which reference is made. The Contractor will be required to furnish, at the time the Construction Contract is executed, satisfactory Certificates of Insurance evidencing that they have the required insurance.

## 15. MIAMI-DADE COUNTY'S BUILDING BETTER COMMUNITIES (BBC)

- A. If this contract is being funded, in whole or in part, through the Miami-Dade County's Building Better Communities (BBC) General Obligation Bond (GOB) program. An important part of this program is the training of members of the community in various construction trades. Miami-Dade County has independently contracted with a training provider to train and place individuals on GOB-funded projects.

## 16. LOCAL CERTIFIED SERVICE-DISABLED VETERAN'S BUSINESS PREFERENCE PROGRAM:

- A. Per Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent of the price bid. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price. However, if a Local Certified Service-Disabled Veteran Business Enterprise is the lowest bidder as a result of a Best and Final Bid (also known as BAFO), then the price submitted as part of the Best and Final Bid shall be the contract price.
- B. At the time of bid or proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

## 17. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128

18. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM  
VOLUME I  
PROJECT MANUAL  
BIDDING REQUIREMENTS

**South Dade Regional Library Interior Renovation**

**C23-MDPLS-01 ESP**



**FORMS REQUIRED WITH BID SUBMITTAL**

- COA ☐ Certificate of Assurance
- 00410 ☐ Bid Form
- 00412 ☐ Mandatory On-Site Inspection / Visit Statement
- 00432 ☐ Corporate Principle Certification
- 00434 ☐ Bond Certification
- 00438 ☐ Local Preference
- 00450 ☐ Bidder's Statement of Qualifications and Business References
- 00466 ☐ Statement of Policies and Procedures for Awarding Subcontractors
- 00470 ☐ Sworn Statement Under Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 00480 ☐ Non - Collusion Affidavit





**SMALL BUSINESS DEVELOPMENT  
CERTIFICATE OF ASSURANCE (COA)**

**SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS**

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

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

Name of Bidder/Proposer: \_\_\_\_\_ FEIN \_\_\_\_\_

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

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

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

_____ Print Prime Bidder's Name & Title	_____ Prime Bidder's Signature	_____ Date
--	-----------------------------------	---------------

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

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

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

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

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Notary Public-State of Florida

My Commission Expires:

**RPQ BID FORM****Base Bid****RPQ Project Name: South Dade Regional Library Interior Renovations****RPQ No.: C23-MDPLS-01 ESP**

**IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO COMPLETE ALL WORK IN ACCORDANCE WITH THIS CONTRACT WITHIN THE CONTRACT DURATION SPECIFIED IN THE CONTRACT DOCUMENTS. PRICING SHALL BE INCLUSIVE OF ALL REQUIREMENTS TO COMPLETE THE SCOPE OF WORK AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.**

<i>Item No.</i>	<i>Division of Work:</i>	<i>Unit</i>	<i>Quantity</i>	<i>Total Price</i>
1A	General Requirements	LS	1	\$
1B	Insurances	LS	1	\$
1C	Payment and Performance and Bid Bond	LS	1	\$
1D	Mobilization	LS	1	\$
1E	Demolition/Removal/Disposal	LS	1	\$
2	Site Work	LS	1	\$
3	Concrete	LS	1	\$
4	Masonry	LS	1	\$
5	Metals	LS	1	\$
6	Wood and Plastics	LS	1	\$
7	Thermal and Moisture Protection	LS	1	\$
8	Doors/Frames	LS	1	\$
8A	Glass and Glazing	LS	1	\$
9	Finishes - Drywall	LS	1	\$
9A	Painting and Wallcovering	LS	1	\$
9B	Flooring	LS	1	\$
9C	Carpet	LS	1	\$
9D	Ceiling – Acoustical Ceiling Tile	LS	1	\$
9E	Ceiling - Other			

10	Specialties	LS	1	\$
10A	Interior Signage and Way Finding (Design-Build Component)	LS	1	\$
11	Equipment and Appliances	LS	1	\$
12	Furnishings	LS	1	\$
13	Special Construction	LS	1	\$
14	Fire Suppression Systems	LS	1	\$
14A	Plumbing	LS	1	\$
14B	Fire Alarm			
15	HVAC	LS	1	\$
16	Electrical	LS	1	\$
20	Communications - Project Integrator (Design- Build Component)	LS	1	\$
20A	Low Voltage (Design-Build Component)	LS	1	\$
20B	Audio Visual (Design-Build Component)	LS	1	\$
20C	Burglar Alarm (Design-Build Component)	LS	1	\$
21	Overhead and Profit	LS	1	\$

**BASE BID TOTAL      \$ \_\_\_\_\_**

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**Continues on next page.**

# RPQ BID FORM

## Total Bid Price

**RPQ Project Name:** South Dade Regional Library Interior Renovations

**RPQ No.:** C23-MDPLS-01 ESP

**Price Proposal** (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

Item No.	Description	
1	<b>Base Bid:</b> Lump Sum: Furnish the cost of the bonds, all labor, equipment and material required to perform the work specified in the Scope of Work as per the construction documents, the sum of: _____ _____	<b>Base Bid:</b>  \$ _____
2	<b>Contingency Allowance:</b> has been established for the exclusive use of the Miami-Dade Public Library System (MDPLS) for the purpose of funding portions of the work which are unforeseeable at the time of contract award. It is understood that any unspent portion of an allowance account is to remain with the COUNTY)	Contingency Allowance: 10% of the Base Bid  \$ _____
3	<b>Dedicated Allowance:</b> Costs for all required permits, inspections, impact fees, etc. shall be paid for out of this fund. For unforeseen conditions in (Permitting, Plan Revisions, Laboratory Soil/Materials Services, Environmental Engineering Services, Existing utility relocations, Paving, Striping, ADA compliance, Carpentry, Water, Sewer, Telephone, Data, Electrical, Survey Elevation verifications, Utility Company Service Fees, Facility Security and Safety Improvements for construction changes and for quantity adjustments, if ordered by the OWNER, the sum of: It is understood that any unspent portion of an allowance account is to remain with the COUNTY)	Dedicated Allowance:  \$162,000.00
	<b>TOTAL BID PRICE</b> <b>(Sum of Base Bid, Contingency Allowance, and Dedicated Allowance)</b>	\$ _____
4	<b>Alternate- Chiller Replacement:</b> Cost for the removal and replacement of the existing air-cooled chiller with heat recovery and upgrade the chiller plant to comply with the new flood criteria and current building code as an alternate in the bid form. The new chiller equipment should include all components present in the existing chiller for example: VFD, heat recovery and pumps. Equipment cut sheet is included in the bid documents for reference. Contractor to include: 10 years warranty parts/labor/refrigerant (standard for MDPLS ) required. Start up must be done in the presence of the Owner. Chiller and all components must have e-coating. New chiller to maintain and meet or exceed the existing systems performance criteria. The Basis of Design is Trane. Inclusive of Overhead and Profit.	
4a	<b>Alternate – Chiller Replacement – Equipment:</b> This line item will require an itemized proposal, to be included in the Schedule of Values.	Alternate Price:  \$ _____
4b	<b>Alternate – Chiller Replacement – Installation/Labor</b>	Alternate Price:  \$ _____
	<b>TOTAL ALTERNATE PRICE</b> <b>(Sum of Chiller Replacement Equipment and Chiller Replacement Installation)</b>	\$ _____

Total Bid Price: The Total Bid Price includes the Base Bid, Contingency Allowance, Dedicated Allowance).

Bidder's Company Name: \_\_\_\_\_ Bidder's FEIN No: \_\_\_\_\_

Company Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip Code \_\_\_\_/\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

**Number of Addendums received: \_\_\_\_\_ (if none' write "None")**

Name of Person Submitting Quote (Print): \_\_\_\_\_

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

By signature, the CONTRACTOR agrees to be bound by the terms set forth.

**Note: Quotes must be submitted on this form to MDPLS, via e-mail in PDF format to [Cgb@mdpls.org](mailto:Cgb@mdpls.org). E-mail subject line must state Bidder's Company Name and RPQ Number. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. All Bidder's will receive results. The Recommendation for Award, will identify requirements to submit current copies of insurance certificates in accordance with the Contract Documents; user Dept. will forward all Ins. Certificates to ISD for review.**

END OF FORM

**MANDATORY ON-SITE INSPECTION/VISIT STATEMENT**

**RPQ No.:** C23-MDPLS-01 ESP

**Project Name:** South Dade Regional Library Interior Renovations

**Bid To:** Miami-Dade Public Library System

**Bid From:** \_\_\_\_\_

(Name of Contractor)  
(Individual)

Pursuant to and in compliance with the subject Request for Quote (RPQ), and other documents related thereto, and subject to all conditions thereof, the undersigned hereby certifies that prior to tendering this bid, representatives for \_\_\_\_\_ visited the site on which the subject RPQ scope of work shall take place to become familiar with the general, local, and site conditions, and the manner in which such site conditions may affect the work to be done and/or affects the equipment, material, labor and services required.

**Printed Name and Title:** \_\_\_\_\_

**Signature of Person Authorized to Submit Bid:** \_\_\_\_\_

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

Sworn to and subscribed in my presence by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ yr. \_\_\_\_\_.  
My commission expires: \_\_\_\_\_

Notary Name: \_\_\_\_\_

(Notary Public)

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



## CORPORATE PRINCIPAL CERTIFICATION

**Project No. C23-MDPLS-01-ESP**

**P & R Contract No.**

**Project Name:** South Dade Regional Library Renovations

I, \_\_\_\_\_, certify that I am the [ ] secretary [ ] \_\_\_\_\_ of the Corporation named as Principal in the bond; that \_\_\_\_\_, who signed the attached documents on behalf of the Principal, was then \_\_\_\_\_ of/for said Corporation; that I know his signature, and that his signature thereto is genuine; that said document(s) was/were duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

Signature: \_\_\_\_\_  
(Corporate Seal)

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS  
 County of \_\_\_\_\_ )

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

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

by \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

by \_\_\_\_\_ having the title of \_\_\_\_\_ with

☐ a \_\_\_\_\_ corporation      ☐ a partnership      ☐ a joint venture, on behalf of the  
☐ corporation      ☐ partnership      ☐ joint venture.

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

Notary Signature: \_\_\_\_\_  
Type or Print Name: \_\_\_\_\_  
Notary Seal: \_\_\_\_\_

Attachment to:        ☐ Proposal Agreement  
                              ☐ Bid Bonds(s)  
                              ☐ Bid Affidavit(s)  
                              ☐ Post Bid Submittals  
                              ☐ Performance & Payment Bond(s)  
                              ☐ Other (Specify): \_\_\_\_\_

## BOND CERTIFICATION

**Project No. C23-MDPLS-01-ESP**

**Project Name: South Dade Regional Library Interior Renovations**

State of \_\_\_\_\_)

) SS

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

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

### FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by \_\_\_\_\_.

### FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by \_\_\_\_\_ having the title of \_\_\_\_\_ with

☐ a \_\_\_\_\_ corporation    ☐ a partnership    ☐ a joint venture, on behalf of the  
☐ corporation                      ☐ partnership    ☐ joint venture.

He/She is ☐ personally known to me, or

☐ has produced \_\_\_\_\_ as identification and who says that he has been authorized to execute said bond in favor of Miami Dade County, Florida.

Contractor Signature: \_\_\_\_\_

- Contractor Seal -

Notary Signature:

Type or Print Name:

Notary Seal:

State of Florida \_\_\_\_\_)

) SS

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

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

by \_\_\_\_\_, as attorney-in-fact for \_\_\_\_\_,  
the Corporate Surety, who is personally known to me or has produced \_\_\_\_\_ as  
identification and who says that he has been authorized to execute said bond in favor of Miami Dade  
County, Florida.

Surety Signature: \_\_\_\_\_

- Surety Seal -

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

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

Notary Seal:

Attachment to:    ☐ Bid Bond(s)  
                          ☐ Performance and Payment Bond(s)

## LOCAL PREFERENCE AFFIDAVIT

**Contract No. C23-MDPLS-01-ESP**

**Project Name: South Dade Regional Library Interior Renovations**

Name of Firm \_\_\_\_\_ Contract Reference: \_\_\_\_\_

I, \_\_\_\_\_ holding the position of \_\_\_\_\_ with the above named firm, being first duly sworn state:

That in compliance with Section 2-8.5 of the Code of Metropolitan Dade County, Florida, the above named firm is qualified for local preference. The undersigned qualifies on the basis of the location of its:

- ☐ 1. Headquarters; or
- ☐ 2. Place of business for producing the goods to be purchased; or
- ☐ 3. Place of business for performing the services to be purchased;

is located within Dade County and has a valid occupational license issued by Miami-Dade County at least one year prior to bid or proposal submission. The above named firm is in compliance with all items in the aforementioned Code.

By: \_\_\_\_\_ date: \_\_\_\_\_  
Telephone No. ( ) \_\_\_\_\_

State of \_\_\_\_\_ )

) SS

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

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

### FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by \_\_\_\_\_.

### FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by \_\_\_\_\_ having the title of \_\_\_\_\_  
with \_\_\_\_\_,

[ ] a \_\_\_\_\_ corporation [ ] a partnership [ ] a joint venture, on behalf of the  
[ ] corporation [ ] partnership [ ] joint venture.

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

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

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

# MIAMI-DADE PUBLIC LIBRARY SYSTEM

## BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

This statement is an integral part of the Contractor's Bid, and must be completed as directed in the Instructions to Bidders. All references and information shall be current and traceable. If Bidder is a joint venture, a separate form must be prepared by each venturer (extra forms are available from the Engineer).

NAME OF BIDDER \_\_\_\_\_

PRINCIPAL OFFICE \_\_\_\_\_  
(Street Address or P. O. Number)

\_\_\_\_\_  
(City), (State) (Zip Code)

\_\_\_\_\_  
(Area Code) (Telephone Number)

1. Are you registered to do business in Florida? \_\_\_\_\_ Registration No. \_\_\_\_\_  
Classification \_\_\_\_\_.
2. Do you hold a certificate of competency issued by Miami-Dade County, Florida? \_\_\_\_\_  
Classification \_\_\_\_\_.
3. Are you an individual \_\_\_\_\_, a partnership \_\_\_\_\_, a corporation \_\_\_\_\_  
or a joint venture \_\_\_\_\_ (Check as applicable).

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and, if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How many years has your organization been in business as a contractor under your present business name?  
\_\_\_\_\_ years.
5. How many years of experience has your organization had in construction work similar to the work of this Contract?  
(a) As a general contractor? \_\_\_\_\_  
(b) As a subcontractor? \_\_\_\_\_
6. List all the projects which your organization has completed, during at least the last five years, and which **demonstrate qualifications to perform the work of this Contract**. (For joint venture work show the sponsoring individual or company.) Identify all Miami-Dade County Contracts using "Y" for Yes or "N" for No in the 1<sup>st</sup> column of the following table. Use additional pages as needed in reference to comparable projects.

**COMPLETED PROJECTS DURING LAST FIVE (5) YEARS**

MIAMI DADE COUNTY CONTRACTS “Y” OR “N”	YEAR COMPLETED	CONTRACT TIME	BONDED PROJECT Y/N	CONTRACT PRICE	TYPE OF CONSTRUCTION	NAME AND ADDRESS OF ENGINEER OR ARCHITECT	ON TIME Y/N

7. If any projects listed above were not completed on time. Please provide details and include if liquidated damages were assessed. \_\_\_\_\_  
\_\_\_\_\_
8. Have you or your organization, or any officer or partner thereof, failed to complete a Contract?  
\_\_\_\_\_  
If so, give details \_\_\_\_\_  
\_\_\_\_\_
9. In what other lines of business are you financially interested?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Name the persons with whom you have been associated in business as partners or business associates during the last five years.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Give information about the construction experience of the principal individuals in your present organization that will be involved in this contract.

Individual's Name	Present Position or Office in Your Organization	Years of Construction Experience	Magnitude and Type of Work	In What Capacity

12. List work, which you have currently underway.

Contract Price	Bonded Project Y/N	Type of Construction	Location of Work	Percent Completed	Expected Completion Date	Name & Address of Engineer or Architect

13. List engineers, architects and owners, including public bodies, for whom you have done work:

NAME	ADDRESS	BUSINESS	TELEPHONE

14. Is any litigation pending against your organization? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If so, give details \_\_\_\_\_

15. Is any litigation presently being prosecuted by your organization or on behalf of your organization? \_\_\_\_\_

If so, give details \_\_\_\_\_

\_\_\_\_\_

Bidder hereby acknowledges that during the evaluation period, and in consideration for award financial information (statements) will be provided by Bidder upon request. Failure to do so may deem the bid non-responsible. Financial records **shall not be included** with the bid submittal package.

The undersigned certifies that he is legally authorized by the Bidder to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the Miami-Dade Public Library System, rely thereon in awarding the Contract.

BIDDER'S NAME: \_\_\_\_\_

DATE OF SIGNING: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**MIAMI DADE COUNTY**

BID    PROPOSAL    FOR:

**FIRM NAME:** \_\_\_\_\_

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**FAIR SUBCONTRACTING PRACTICES**

In accordance with Miami-Dade County Ordinance No. 98-159 (amending Ordinances 98-124, 98-31, and 97-35), the Bidder shall submit with the bid proposal the following detailed statement of its policies and procedures for awarding subcontractors:

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**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

In accordance with Miami-Dade County Ordinance No. 00-30 (amending Ordinance No. 97-104), the Bidder shall submit the following information with the bid proposal:

List of first tier subcontractors who will perform any part of the contract work:

<u>Name of Subcontractor</u>	<u>City and State</u>
_____	_____
_____	_____
_____	_____
_____	_____

List of suppliers who will supply materials for the contract work direct to the Bidder:

<u>Name of Supplier</u>	<u>City and State</u>
_____	_____
_____	_____
_____	_____
_____	_____

The Bidder shall not change or substitute subcontractor or supplier except upon written approval of the County.



SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_ for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ whose  
(Name of entity submitting sworn statement)  
business address is \_\_\_\_\_ (if  
applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
(If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_).
3. My name is \_\_\_\_\_ and my relationship  
(please print name of individual signing)  
entity names above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), "Florida Statutes" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

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

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

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

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

☐ The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

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

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_. He/She is personally known to me or has  
(Affiant)

presented \_\_\_\_\_ as identification.  
(Type of Identification)

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

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

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

Notary Public \_\_\_\_\_  
(State)

Notary Seal:



## NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

Signature of Affiant

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

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

\_\_\_\_\_  
Federal Employer Identification Number

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

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

MIAMI-DADE PUBLIC LIBRARY SYSTEM  
**VOLUME I**  
**PROJECT MANUAL**  
BIDDING REQUIREMENTS

**South Dade Regional Library Interior Renovations**

**C23-MDPLS-01-ESP**



FORMS UPON REQUEST / PRIOR TO AWARD

- 00452 County Contractors Employment and Procurement Practices
- 00454 Criminal Record Affidavit
- 00476 Prohibition of Contracting with the County while in Arrears Affidavit
- 00478 Affirmation of Vendor Affidavit

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICYAFFIDAVIT**

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

Project Name: \_\_\_\_\_

State of \_\_\_\_\_ )  
 )SS  
County of \_\_\_\_\_ )

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ who after first being duly sworn, upon oath, deposes and says that he/she is \_\_\_\_\_ an authorized representative of: \_\_\_\_\_

(legal name, corporation, partnership, firm, individual)

hereinafter called the bidder or proposer located at: \_\_\_\_\_

(address, city, state)

\_\_\_\_\_ and that said bidder or proposer has a current Affirmative

Action Plan and/or Procurement Policy, as required by Ordinance 87-32 and/or 98-30, processed and approved for filing with the Miami-Dade County ISD Procurement Management under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.

Witness: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Witness: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Legal Name and Title)

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by: \_\_\_\_\_

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by: \_\_\_\_\_ having the title of \_\_\_\_\_ with

\_\_\_\_\_ ( ) a corporation ( ) partnership ( ) joint venture on behalf of the

\_\_\_\_\_ ( ) corporation ( ) partnership ( ) joint venture

He/She is ( ) personally known to me, or

( ) has produced \_\_\_\_\_ as identification.

Notary signature: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Notary Seal:

Please note:

Ordinance 87-32 requires that all properly licensed architectural, engineering, landscape architectural, and surveyors and mappers have an affirmative action plan on file with the County. Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have Board of Directors that are representative of the population make-up of the nation are exempt. For questions regarding these requirements contact ISD Procurement Management at 305-375-5637.

## AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No. \_\_\_\_\_

Project Name: \_\_\_\_\_

State of \_\_\_\_\_ )  
 )SS

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

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: \_\_\_\_\_ hereinafter called the bidder or  
(legal name, corporation, partnership, firm, individual)

proposer located at: \_\_\_\_\_  
(address, city, state)

and that said bidder or proposer has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder or proposer has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County ISD Procurement Management under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.

Witness: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Witness: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Legal Name and Title)

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

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_.

☐ a corporation ☐ partnership ☐ joint venture, on behalf of the

☐ corporation ☐ partnership ☐ joint venture

He/She is ☐ personally known to me, or

☐ has produced \_\_\_\_\_ as identification.

Notary signature:

Type or print name:

Notary Seal:

Please note:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have Boards of Director that are representative of the make-up of the nation are exempt. For questions regarding these requirements contact ISD Procurement Management at 305-375-5637. This affidavit must be properly executed by the bidder and included in the proposal/bid.

**MIAMI-DADE COUNTY  
BOARD OF DIRECTORS DISCLOSURE FORM  
(Ordinance 98-30)**

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

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

Project Name: \_\_\_\_\_

Bidder/Proposer: \_\_\_\_\_  
(Legal name, corporation, partnership, firm)

Board Member	Term Expiration	Company / Organization	Telephone Number	Race/Ethnicity/Ge nder

This form must be submitted to Miami-Dade County's ISD Procurement Management Department



Criminal Record Affidavit  
(Miami-Dade County Ordinance No. 94-34)

Before me, the undersigned authority appeared \_\_\_\_\_ (print name), the  
\_\_\_\_\_ (print title) of \_\_\_\_\_ (print  
name of Bidder or Proposer), who attests that \_\_\_\_\_ (print  
name of Bidders or Proposer) as of the date of bid or proposal submission:

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

\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid  
or proposal submission, have an officer, director or executive who has been convicted of a  
felony during the past ten (10) years.

When the Proposer/Bidder is an individual:

By: \_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
(Print name of individual)

\_\_\_\_\_  
(Address)

When the Proposer/Bidder is a sole proprietorship or operates under a trade name:

\_\_\_\_\_  
(Printed name of firm)

By: \_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
(Printed name of individual)

\_\_\_\_\_  
(Address)

When the Proposer/Bidder is a partnership:

\_\_\_\_\_  
(Printed name of partnership)

By: \_\_\_\_\_  
(Signature of partner)

\_\_\_\_\_  
(Printed name of partner)

\_\_\_\_\_  
(Address)

When the Proposer/Bidder is a corporation:

(Corporate Seal)

By:

\_\_\_\_\_  
(Printed name of corporation)

\_\_\_\_\_  
(Signature of President or Vice President and Capacity)

By:

\_\_\_\_\_  
(Printed name of President or Vice - President)

\_\_\_\_\_  
(Business address of corporation)

When the Proposer/Bidder is a Joint Venture:

By:

\_\_\_\_\_  
(Printed name of joint venture)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name of joint venture)

\_\_\_\_\_  
(Business address of joint venture)

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_, as identification and who [ ] did [ ] not take an oath.

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

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

Notary Seal:

**PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES,  
FEES AND PARKING TICKETS HAVE BEEN PAID**  
(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)

**and**

**THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY**  
(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I, \_\_\_\_\_, being first duly sworn,  
hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the \_\_\_\_\_  
(fill in the title of the position held with the Proposer ) of the Proposer.
2. that the Proposer has paid all delinquent and currently due fees or taxes (including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.
3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgment, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: \_\_\_\_\_, 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title      \_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

by , \_\_\_\_\_. He/She is personally known to me or has presented

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

\_\_\_\_\_  
Print or Stamp Name of Notary      \_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal:

**Miami-Dade County**  
**Department of Procurement Management**  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a ~~new~~ Vendor Registration Package, including a Uniform Affidavit Pocket (Vendor Affidavit Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Contract NO. :** \_\_\_\_\_ **Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> See/on 2-8.1 of the county Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 07-133, amending Section 2-8-1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending section 2-11.1(c) of the county Code.
3. <b>Miami-Dade County Employment Drug-free Workforce Certification</b> Section 2-8.12(b) of the County Code	8. <b>Miami-Dade County Family Leave Affidavit</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the county code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 - 11A-67 of the County Code

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**Notary Public Information**

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

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

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

Type of Identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Notary Public Seal

5/09/2008

00478

**Affirmation of Vendor Affidavit**

MIAMI-DADE PUBLIC LIBRARY SYSTEM  
**VOLUME I**  
**PROJECT MANUAL**  
**CONTRACT FORMS**

**South Dade Regional Library Interior Renovations**  
**C23-MDPLS-01-ESP**



CONTRACT FORMS

00500 Construction Contract

00615 Surety Performance and Payment Bond

## CONSTRUCTION CONTRACT

STATE OF FLORIDA) ss.:

COUNTY OF MIAMI-DADE

THIS AGREEMENT made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Miami-Dade County and \_\_\_\_\_ hereinafter called the Contractor:

WITNESSETH, that the said Contractor for and in consideration of the payments hereinafter specified and agreed to be made by Miami-Dade County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor required to complete **Contract No. C23-MDPLS-01-ESP, entitled South Dade Regional Library Interior Renovations**, within the time specified, in strict and entire conformity with the Contract Documents hereinafter listed, which are hereby incorporated into this Contract by reference:

Contract Documents: 1. Conformed Project Manual (Volumes 1 and 2); Drawings; Reports; Owner Provided Exhibits.

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

In consideration of the premises, Miami-Dade County hereby agrees to pay to the Contractor for said work, when fully completed, the total sum not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), being the amount obtained from either the aggregate lump sum prices, the application of unit prices to the quantities shown in the Bid Form or the combination of both.

The total sum is subject to such additions and deductions as may be provided for in the Contract Documents.

Payments on account will be made as provided for in the Contract Documents.

In Witness whereof, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

(OFFICIAL SEAL)

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

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: \_\_\_\_\_  
County Manager or Designee

Approved by County Attorney  
as to Form and Legal Sufficiency \_\_\_\_\_

When Contractor is an individual:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
(Printed name of individual)

\_\_\_\_\_  
\_\_\_\_\_  
(address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_)ss.:

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

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_. He / She is personally known to me or has me or has  
(Affiant)

presented \_\_\_\_\_ as identification.  
(Type of Identification)

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

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

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

Notary Public \_\_\_\_\_  
(State)

Notary Seal:



When Contractor is a sole proprietorship or operates under a trade name:

_____	_____
Witness	(Printed name of firm)
_____	By: _____
Witness	(Signature of individual)
_____	_____
	(Printed name of individual)
	_____
	_____
	(Address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss:

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

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_. He / She is personally known to me or has presented  
(Affiant)

\_\_\_\_\_ as identification.  
(Type of Identification)

_____	_____
(Signature of Notary)	(Serial Number)

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

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a partnership:

_____	_____
Witness	(Printed name of partnership)
_____	By: _____
Witness	(Signature of partner)
_____	_____
	(Printed name of partner)
	_____
	_____
	(Address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss.:

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

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_. He / She is personally known to me or has presented  
(Affiant)

\_\_\_\_\_ as identification.  
(Type of Identification)

_____	_____
(Signature of Notary)	(Serial Number)

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

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

When Contractor is a corporation:

(CORPORATE SEAL)

\_\_\_\_\_  
(Printed name of corporation)

\_\_\_\_\_  
(Printed state of incorporation)

By: \_\_\_\_\_  
(Signature of president or vice-president & capacity)

By: \_\_\_\_\_  
(Printed name of president or vice-president & capacity)

By: \_\_\_\_\_  
(Signature of secretary or assistant secretary & capacity)

\_\_\_\_\_  
(Printed name of secretary or assistant secretary & capacity)

\_\_\_\_\_  
(Business address of corporation)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_) ss.:

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

Before me personally appeared \_\_\_\_\_, as President, to me well known or has presented \_\_\_\_\_ as identification and \_\_\_\_\_, as Secretary, to me well known

(Type of Identification)

or has presented \_\_\_\_\_ as identification and known to

(Type of Identification)

me to be the individuals described in and who executed the foregoing instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of the above named \_\_\_\_\_ a Corporation, and severally acknowledged that they executed such instrument as President and \_\_\_\_\_ Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)  
by \_\_\_\_\_. He / She is personally known to me or has presented  
(Affiant)

\_\_\_\_\_ as identification.  
(Type of Identification)

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

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

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

Notary Public \_\_\_\_\_  
(State)

Notary Seal:

=====

When Contractor is a joint venture:

\_\_\_\_\_  
(Printed name of joint venture)

\_\_\_\_\_

\_\_\_\_\_  
(Business address of joint venture)

Note: Complete in accordance with Article 13 and 14 of the Instructions to Bidders.

## SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 2024, between Principal and Miami-Dade County for the construction of **South Dade Regional Library Interior Renovations** Project No **C23-MDPLS-01-ESP** (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, a corporation, whose principal business address is \_\_\_\_\_ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of \_\_\_\_\_ (U.S. dollars) \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section [255.05\(1\)](#), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the execution of the work provided for in the contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

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

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

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

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

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

CONTRACTOR:

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

BY:

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

(SEAL)

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

SURETY:

\_\_\_\_\_  
(Copy of Agent's current  
Identification Card as issued by

State of Florida Insurance Commissioner must be attached) By: \_\_\_\_\_

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

MIAMI-DADE PUBLIC LIBRARY SYSTEM  
**VOLUME I**  
**PROJECT MANUAL**  
CONDITIONS OF THE CONTRACT

**South Dade Regional Library Interior Renovations**  
**C23-MDPLS-01-ESP**



CONDITIONS OF THE CONTRACT

Standard Construction General Contract

00800 Supplemental General Conditions

Supplemental General Conditions - Attachment A

Supplemental General Conditions - Attachment B

Supplemental General Conditions- Attachment C

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**STANDARD CONSTRUCTION**  
**GENERAL CONTRACT CONDITIONS**  
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[NOTE: THIS STANDARD CONSTRUCTION GENERAL CONTRACT CONDITIONS HAVE BEEN PREPARED FOR USE IN ALL CONSTRUCTION (DESIGN-BID-BUILD) CONTRACTS AND OTHERWISE IN ACCORDANCE WITH IMPLEMENTING ORDER 3-57.]

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## 1. DEFINITIONS

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

Administrative Orders/Implementing Orders (AO/IO): a list of Miami-Dade County Administrative Orders and Implementing Orders is available online at:

<http://www.miamidade.gov/ao/home.asp?Process=completelista> Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

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

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

Architect/Engineer: Owner or its authorized representatives identified in the Notice-to-Proceed letter, which may include but is not limited to the Owner's Resident Architect/Engineer, the Construction Manager, the Owner's representatives, and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, or an Architect/Engineer is not otherwise specified in the Notice-to-Proceed, the term shall be read as coterminous with the term "Owner."

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

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

As-Built Documents: Documents signed and sealed by an appropriately licensed professional and submitted by the Contractor during and/or upon completion of the Contract reflecting actual installed/built conditions and all changes made in the Contract Documents during the construction process and showing the exact dimensions, geometry, location, identification and such other information as required by the Contract Documents and/or Architect/Engineer for all elements of the work completed under the contract (also referred to as "As-Built Drawings" or "As-Built"). Final payment is conditional upon the receipt of As-Built Documents.

Award: Action taken by the Owner to accept the Bid submitted by the Contractor to perform the Work described in the Contract Documents.

Baseline Construction Schedule: A schedule submitted by the Contractor in accordance with the Contract Documents, reviewed and approved by the Owner that is used by the Contractor to plan the performance of the Work. The Contract Documents may require interim Baseline Construction Schedules be submitted for only a portion of the initial Work to be followed by a Baseline Construction Schedule covering all the Work. The Baseline Construction Schedule shall also be used to quantify delays in accordance with the Contract Documents. While the Baseline Construction Schedule remains unchanged, updates to the Baseline Construction Schedule are prepared and submitted by the Contractor per the Contract Documents. The Baseline Construction Schedule shall only be revised and submitted again for review and approval by the Owner as required by the Contract Documents.

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

Beneficial Occupancy: The point at which the Owner or Architect/Engineer determines that the Work or any portion thereof can be occupied from a regulatory and work function standpoint prior to Substantial Completion of the Work. Beneficial Occupancy will not relieve the Contractor of any of its obligations relative to Substantial Completion, or of its responsibility to fully complete the Work in accordance with the Contract Documents.

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

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

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

Bid Form: The form on which Bids are submitted.

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

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

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

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

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

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

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

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

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

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

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

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

Construction Inspection Services: Services performed by the Owner or a consultant to the Owner to verify that the Work is being performed in accordance with the Contract Documents. The use of these services shall not relieve the Design/Builder of their responsibilities under the Contract Documents.

Consultant: See Architect/Engineer.

Contract Documents: Bid Documents, Contract Summary, General Conditions, Special Conditions, Technical Specifications, Change Orders, Payment and Performance Bonds, Work Orders, Approved Schedules, Approved Shop Drawings and Approved Working Drawings.

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

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

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

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

County: See Owner.

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

Critical Path: Longest sequence of activities in a project's schedule which defines the project completion date and which must be completed on time in order for the project to be completed on schedule.

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

Days: Unless otherwise designated, days mean calendar days.

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

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

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

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

Facility: The structure or items being constructed under the Contract, inclusive of all subsurface work, landscaping work, and other ancillary work. Field Representative/Construction Manager: An authorized representative of the Owner that may provide administrative and construction inspection services during the pre-construction, construction, and closeout phases of the Contract and through which the orders of the Owner shall be given. The Field Representative has no authority to modify or waive any provision of the Contract Documents.

Fast Track: A design/build method where separate and often, intermediate phases of the Project are designed, permitted and constructed earlier in the schedule while the remainder and often, more complex portions of the Project are designed, permitted and constructed later in the schedule. For example, foundation design, permitting and construction earlier while the remainder of the structure takes longer to design, permit and construct. Fast-track construction is subject to the approval of the Owner and the permitting agencies.

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

Final Completion: Point in time when the Owner determines that all physical Work has been completed in accordance with the Contract Documents and all deficiencies listed within the Certificate of Substantial Completion and/or Punch List elements have been corrected to the satisfaction of the Owner and Architect/Engineer. Where the contract requires that Contractor provide the Owner with spares or surplus

material, provision of same in accordance with the Contract Documents shall be an additional requirement for Final Completion (See Article 8 Contract Time Paragraph D. Substantial Completion, Final Completion and Final Acceptance).

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

**Force Majeure:** Force Majeure as used herein shall mean Acts of God, strikes, lockouts, any late delivery of the Owner's supplied material and equipment due to transportation delays beyond Department's control, or other industrial disturbances; acts of public enemy, blockades, wars, insurrections, or riots; epidemics, landslides, earthquakes, fire, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints, either Federal or County, civil or military; civil disturbances; explosions; nationwide inability to obtain necessary materials or equipment, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws, or proclamations, either Federal, State or County, civil or military, or otherwise; and other causes beyond the control of the Department or County, whether or not specifically enumerated herein. Changes in the market price of goods, materials, equipment, labor, or supplies shall not be considered an instance of Force Majeure, and Contractor's bid shall include all risks of market changes the price of such things. COVID-19 or any other catastrophic event shall not be considered a Force Majeure event. Changes in the County's Responsible Wage Ordinance wage rates shall not be considered as Force Majeure events.

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

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

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

**Indirect Costs:** Overhead.

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

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

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

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Contract Documents, which will be deducted from the Contract Sum for each day of delay due to a Non-Excusable Delay. The Liquidated Damages set forth herein are compensation for the County's inability to timely put the project

into service, the continued disruption of County functions, for impacts to the County's reputation, and other indirect damages which the parties agree are difficult to measure. (See Article 8 Contract Time Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

Liquidated Indirect Costs Rate: The amount, stipulated in the Contract Documents, which will be added to the Contract Sum for each day of delay due to a Compensable Delay. The Contractor accepts this sum as full compensation for the Contractor's and all its subcontractors', of any tier, for indirect costs, for each day of Compensable Delays. This amount is agreed to include any costs other than Direct Costs incurred by the Contractor and all its subcontractors of any tier in the performance of this Contract. (See Article 8 Contract Time, Paragraph F. Liquidated Damages and Liquidated Indirect Costs)

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

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

Miami-Dade County Code of Ordinances: Central repository for Governing Legislation where Ordinances are codified and kept current with subsequent amendments. The Miami-Dade County Code of Ordinances can be viewed at the following hyperlink:

[https://library.municode.com/fl/miami\\_-\\_dade\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)

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

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

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

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

costs spent to achieve compliance with applicable laws and ordinances, loss of Projects not bid upon, loss of productivity or inefficiencies in the Work from any cause.

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

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

Project: See definition for Work.

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

Resolution: An action taken by a vote of the Miami Dade County Board of County Commissioners setting policy and providing guidance to County Departments. Resolutions issued after 1995 can be viewed at the following hyperlink: <http://www.miamidade.gov/govaction/searchleg.asp>. Earlier Resolution can be obtained through request to the Clerk of the Board Division, Stephen P. Clark Center, 111 NW 1st Street, Suite 17-202 Miami, Florida 33128.

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

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

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

Shop Drawings: Documents furnished by the Contractor for approval by the Architect/Engineer to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, calculations, schedules, tables, charts, brochures and other data describing design, fabrication and installation of specific portions of the Work. Shop Drawings are understood to be submitted for information purposes only, and the County's receipt of or acceptance of shop drawings shall not be deemed as the County agreeing that the selected materials will meet contract requirements or that the selected means and methods are appropriate; the Contractor shall at all times remain responsible for completion of the work in accordance with the contract documents, notwithstanding any approved shop drawings. .

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

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



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

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

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

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

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

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

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

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

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

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

END OF ARTICLE

## 2. INTERPRETATION

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

errors in construction which could have been avoided by such examination and notification, and shall correct, at his own expense, all work improperly priced, scheduled or constructed through failure to notify the Owner or Architect/Engineer and to request specific instructions.

- E. Where "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Contract Documents unless stated otherwise.
- F. References to Articles or Sections include sub-articles or subsections under the Article referenced.
- G. Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where otherwise expressly indicated. In case of a conflict between the Contract Documents and the referenced standard, the Contract Documents shall govern.
- H. Order of Precedence of Contract Documents: Unless otherwise provided for in the Special Provisions or required by law, the order of precedence of the Contract Documents will be as follows:
  - 1) Change Orders to the Contract
  - 2) Notice to Proceed
  - 3) Contract
  - 4) Addenda
  - 5) Special Provisions
  - 6) General Conditions
  - 7) Referenced Codes and Standards
  - 8) Technical Specifications
  - 9) Contract Drawings
  - 10) Guarantees
  - 11) Instructions to Bidders
  - 12) Invitation to Bid
  - 13) Other documents
- I. In case of differences between small- and large-scale drawings, the drawings showing greater detail shall govern. The Owner's determination of the more detailed shall control and be binding on the contractor, without limitation, and the Contractor's compliance with this determination shall not be considered as Extra Work. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any scaled dimensions on drawings and the figures written thereon, the figures shall govern over the scaled dimensions unless otherwise indicated.
- J. Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Owner or Architect/Engineer in a timely manner to allow sufficient time for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. The Owner or Architect/Engineer's decision shall be final.

- K. Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only and shall be deemed not to modify or affect the rights and duties of parties to this Contract.
- L. No acceptance, order, measurement, payment, or certificate of or by the Architect/Engineer and/or the Owner or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provision hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.
- M. Wherever the terms, "as directed," "ordered," "permitted," "designated," "as approved," "approved equal," "or equal," "acceptable," and other words of similar meaning which authorize an exercise of judgment are used in the Contract Documents, such judgment shall be vested only in the Owner and shall be final.
- N. The Contractor shall make available at the job site one copy of each referenced standard and/or Contract Documents for the Contractor's and the Field Representative's use during the time that work covered by the standards and/or Contract Documents is underway.
- O. The Contract Documents provide for a complete work and may have been prepared in divisions of various crafts, trades, and other categories of work. The Contractor is responsible for the performance of all work under the Contract regardless of any such divisions and shall ensure that all work is performed and completed. The organization of the Contract Documents into divisions, sections and articles and the arrangement of the drawings do not restrict or limit the Contractor into dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.
- P. No deviation from the approved Contract Documents shall be permitted without the prior written approval of the Owner, which approved deviation shall be documented either by Change order, except that deviations with respect to line items may be paid for via Work Order, to the extent funds are available in the Allowance Account or applicable dedicated Allowance Account.
- Q. All Requests for Information by the Contractor shall be submitted to the Architect or Engineer, with a copy to the Owner, shall be in writing, shall specify, to the maximum extent possible, the particular sheet, page, or section for which the Contractor is requesting information, and shall identify with the maximum specificity possible the ambiguity or uncertainty which the Contractor claims exists.

END OF ARTICLE

### **3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE**

- A. The Architect/Engineer shall respond to questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work in accordance with the time frames prescribed in the Contract Documents. The Architect/Engineer shall decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, and the fulfillment of the Contract on the part of the Contractor, and those decisions shall be binding on the Contractor.
- B. The Architect/Engineer is not authorized to revoke, alter, or waive any requirement of the Contract.
- C. The Architect/Engineer, Owner and Field Representative shall have free access to the Work and materials at all times to facilitate the performance of his duties.
- D. Subject to concurrence by the Owner, the Architect/Engineer shall have the right to observe and reject any material or work performed which does not meet the requirements of the Contract Documents. When the Architect/Engineer discovers any work in progress or completed that does not meet the requirements of the Contract Documents, the Architect/Engineer shall reject that portion of the Work affected and shall confirm such rejection in writing, as soon as practical, detailing the reasons for the rejection. Work rejected by the Architect/Engineer will not be paid for, nor shall any work associated to remove, remediate, or correct such non-conforming work be considered Extra Work. Any such observation and/or rejection shall not be construed as undertaking supervisory control of the Work or of means and methods employed by the Contractor or his subcontractors and shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. The Contractor shall not request or attempt to require the Architect/Engineer to undertake such supervisory control or to administer, supervise, inspect, assist, or act in any manner so as to relieve the Contractor from such responsibilities or obligations.
- E. The fact that the Architect/Engineer has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Architect/Engineer from subsequently rejecting said materials or work.
- F. If either the Architect/Engineer or the Field Representative requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at no additional cost to the Owner.
- G. Any work done or materials used which are not in compliance with the Contract Documents may be ordered removed and replaced at the Contractor's expense.
- H. The Owner and other agencies having jurisdiction over the work hereunder shall be afforded free access to the site to perform such inspections and tests as may be required to determine conformance of the Work with the Contract Documents.
- I. Neither the Architect/Engineer nor the Field Representative shall be responsible for any safety obligations imposed on the Contractor by applicable industry standards, licensing requirements, laws, or regulatory requirements.

- J. Inspectors may additionally be employed by the Owner or the Architect/Engineer. Inspectors will be authorized to inspect all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Plans or the Specifications and will have authority to suspend the work affected until any question at issue can be referred to and decided by the Engineer. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.
- K. If authorized in writing by the Owner, the Field Representative and/or Architect/Engineer will administer the Contract and the orders of the Owner are to be given through the Field Representative and/or Architect/Engineer. The Field Representative and/or Architect/Engineer shall make initial determinations as to the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract, subject to review and approval by the Owner.
- L. The Field Representative may observe the Contractor's work for compliance with the Contract Documents. Such observation shall extend to all, or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used. Owner reserves the right to observe the work via its own employees, Field Representatives, Inspector's, or the Architect/Engineer.
- M. Upon discovery, the Field Representative shall call the Contractor's attention to faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.
- N. When any work in progress or completed does not meet the requirements of the Contract Documents, the Field Representative shall have the authority to order the Contractor to shut down that portion of the work affected until the affected work is corrected to the satisfaction of the Field Representative. The Field Representative shall confirm this order in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representative's order to shutdown will not be accepted or paid for.
- O. The Field Representative is not authorized to revoke, alter, or waive any requirements of the Contract. If authorized in writing by the Owner, the Field Representative will negotiate and act on behalf of the Owner to the authorized limits of his authority as specified in the Contract Documents.
- P. Whenever the Contractor intends to build, assemble, or perform any portions of the Work away from the site, the Contractor shall promptly notify the Field Representative of such intentions, including where and when such work is to be performed before such work starts. The Contractor shall also make arrangements for access thereto by the Owner, Field Representative and/or the Architect/Engineer so that the aforementioned portions of the Work may be inspected as needed.
- Q. The fact that the Field Representative has not made early discovery of materials furnished or work performed which does not meet the requirements of the Contract Documents, shall not bar the Field Representative from subsequently rejecting said materials or work and does not relieve the Contractor of his responsibility to meet the requirements of the Contract Documents.
- R. The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor.
- S. The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of

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

- T. If authorized in writing by the Owner, the Field Representative shall decide all questions relating to the rights of different prime contractors on the Project or site.
- U. All materials and each part or detail of the work shall be subject to observation by the Field Representative and/or the Architect/Engineer. The Architect/Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required.

END OF ARTICLE



#### **4. OWNER**

- A. Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of borings, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the Contractor. The Owner does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Contractor.
- B. Any estimates of quantities of work or materials, based on said borings, test excavations and other subsurface investigations are not warranted by the Owner to indicate the true quantities or distribution of quantities unless the Contractor is expressly directed to rely on such information to prepare and submit his Bid.
- C. If the Contractor is notified by the Owner to correct defective or nonconforming work, and the Contractor fails to promptly proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplish the redesign, repair, rework, or replacement of nonconforming work by the most expeditious means available and back charge the Contractor for the cost incurred. The cost of back charge work shall include all reasonable costs associated with the corrective action.
- D. The Owner shall separately invoice or deduct from payments, otherwise due to the Contractor, back charges as provided herein. The Owner's right to back charge is in addition to any or all other rights and remedies provided in this Contract, or by law. The performance of back-charge work, on behalf of the Owner, shall not relieve the Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Contract Time.
- E. Miami-Dade County enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of Miami-Dade County acting in its regulatory capacity, including but not limited to the regulatory acts of the departments of Regulatory and Economic Resources (RER), Transportation and Public Works (DT&PW), Miami-Dade Fire-Rescue (MDFR) and Mia-Dade Water and Sewer Department (WASD), or their successors.

END OF ARTICLE

## 5. CONTRACTOR

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

superintendent shall be replaced by the Contractor with a person acceptable to the Field Representative or Architect/Engineer within five (5) working days.

- I. The Contractor's failure to replace the superintendent in the time allotted shall be cause for the Owner to suspend work with such delays chargeable to the Contractor as Liquidated Damages as specified elsewhere in this contract.
- J. The Contractor shall maintain a daily accounting of his daily manpower, by trade and position, and provide this information to the Field Representative on a weekly basis.
- K. The Contractor shall notify the Owner of any changes of key personnel and all replacement personnel prior to assigning them to the jobsite.

END OF ARTICLE

## 6. SUBCONTRACTORS

- A. The Contractor will be permitted to subcontract portions of the Work to competent subcontractors. Such subcontractors shall hold valid current certificate(s) of competency for the type of work to be performed, in accordance with the qualifications requirements as set forth in the Florida Statutes and the Code of Miami-Dade County. Use of Subcontractors who were not listed on the Subcontracting Form, or equivalent, at the time of award may occur only with the express consent of the Owner.
- B. Nothing contained herein shall create any contractual relationship between the Owner and any level of subcontractor, materialman, or supplier.
- C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor which shall contain provisions that:
- 1) Preserve and protect the rights of the Owner and any of its authorized representatives under the Contract, including but not limited to, the Architect/Engineer and Field Representative, with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
  - 2) Require that such Work be performed in accordance with the requirements of the Contract Documents including the Contractor's accepted schedule;
  - 3) Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a part, in reasonable time to enable the Contractor to apply for payment in accordance with any and all payment provisions of the Contract Documents;
  - 4) Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any subcontractor or Sub-subcontractor or Supplier where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
  - 5) Require specific consent to all relevant provisions of the Contract Documents; and
  - 6) Incorporate all flow-down clauses specifically called for in the Contract, as directed.
- D. Contractor Participation: The Contractor shall perform not less than 10 percent of the Work, not inclusive of materials purchased, with his own organization. If the Contractor is a joint venture, the requirement shall be satisfied by any one, or a combination of any of the joint venture partners. Where a percentage of a Bid Item is subcontracted, the dollar value of that percentage subcontracted will be based on the estimated cost of such Bid Item, determined from information submitted by the Contractor, subject to approval by the Owner. If, during the progress of the Work, the Contractor requests a reduction in such participation percentage, and the Owner determines that, due to the special nature of the conditions of the Work at the time, it would be to the Owner's advantage, the percentage of the Work required to be performed by the Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Owner. The Contractor shall not proceed with any such reductions until his request is approved in writing by the Owner or his authorized designee. Under no circumstances shall less than 10 percent of the Work be performed with the Contractor's own forces.

E. Work Performed by Equipment-Rental Agreement:

- 1) The amount of work performed under equipment rental agreements shall not be considered subcontractor work. However, for work to be performed by equipment-rental agreement, the Contractor shall notify the Architect/Engineer in writing of such intention before using the rented equipment and shall indicate whether the equipment is being rented on an operated or non-operated basis. The Contractor's written notice shall contain a listing and description of the equipment and a description of the particular work to be performed with such equipment. As an exception to the above requirements for a written notice to the Architect/Engineer, such notice will not be required for equipment to be rented (without operators) from an equipment dealer or from a firm whose principal business is the renting or leasing of equipment.
- 2) The operators of rented equipment, whether rented on an operated or a non-operated basis, will be subject to wage rate requirements applicable to the Project. If equipment is being rented without operators, the Contractor shall be required to carry the operators on his own payroll. When equipment is rented on an operated basis, the Contractor, when required by the Contract or requested by the Architect/Engineer, shall submit payrolls from the lessor with the names of the operators shown thereon.

F. No work is to be performed at the Work site until the Contractor is in compliance with the Insurance Specifications, has furnished satisfactory evidence of required insurance to the Owner and obtained all required permits.

G. Approval of Subcontractor:

- 1) Prior to entering into any subcontract for Work to be performed on the Project, the Contractor shall secure the approval of the Owner regarding the prospective subcontractor's qualifications. The forms or web-based system used to provide the required information shall be the same as those included in the Forms or web-based system for Bidding. The Owner will review the submittal from each subcontractor and will furnish written notification to the Contractor concerning approval of the award of the subcontract. If the Owner objects to the proposed award or fails to respond to the Contractor within five (5) business days of the complete submittal of the required information, the Contractor may furnish written notice of another subcontractor for consideration. The Owner may, at its discretion, waive or reduce subcontractor information submittal requirements as it deems appropriate.
- 2) In accordance with Miami-Dade County Code Sections 2-8.1 and 10-33.01, the Contractor shall not, without written consent of the Owner, either replace any subcontractor or permit any such subcontract to be assigned or transferred, or allow that portion of the Work to be performed by anyone other than the approved subcontractor, except he may perform the work himself with qualified personnel upon written notice to the Owner in accordance with applicable law.

END OF ARTICLE

## 7. PROSECUTION OF THE WORK

### A. Workmanship and Unauthorized Work

- 1) Work under this Contract shall be performed in a skillful and workmanlike manner. Unless otherwise indicated in the Contract Documents, the Contractor shall be solely responsible for means and methods and for the coordination of all trades through completion of the Work and without damage to the existing or newly installed components and surfaces. The Architect/Engineer or Field Representative may, in writing, require the Contractor to remove from the work any employee the Architect/Engineer or Field Representative determines incompetent, careless, or otherwise objectionable. Such request shall be at no cost to the Owner.
- 2) Unauthorized Work: Work performed beyond the lines and grades shown on the Contract Drawings and approved Shop Drawings or established by the Owner, and Extra Work done without a Work Order or Change Order, will be unauthorized work and the Contractor will receive no compensation therefor. If required by the Owner, unauthorized work shall be remedied, removed, or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, the Owner may at its discretion, remedy, remove or replace the unauthorized work and the Contractor shall bear the responsibility for any and all costs and for delays resulting from such work.
- 3) The entire work and each part thereof, unless otherwise specified in the Contract Documents, shall be placed at the location, elevation, grade and gradient specified, and in proper alignment and adjustment. The Contractor shall provide all frames, forms, falsework, shoring, guides, anchors, and temporary structures required to ensure these results.
- 4) No deviation from the approved Plans/Specifications shall be permitted unless (1) the Contractor has submitted an RFI requesting the deviation, and (2) the Contractor has prior written approval of the Architect/Engineer and/or Owner. Written approval shall be by Work Order or Change Order, shall be documented to the extent required by, and shall otherwise comply with the requirements of, the Contract Documents.
- 5) The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.
- 6) All proposed equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the work, producing a satisfactory quality of work. Equipment used on any portion of the work shall be such that no damage to previously completed work, adjacent property, or existing facilities will result from its use.
- 7) When the Contract Documents expressly specify the use of certain methods and equipment, such methods and equipment shall be used unless other methods are authorized in writing by the Architect/Engineer by Work Order or Change Order. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request permission from the Architect/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval

is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Architect/Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Architect/Engineer may direct at no additional cost to the Owner. No change will be made to the Contract price or the Contract Time as a result of authorizing a change in methods or equipment under this article.

- 8) The Contractor shall give constant attention to the work to facilitate the progress thereof such that the work will be completed during the contract time and shall cooperate with the Architect/Engineer and its Field Representatives and with other Contractors in every way possible.
- 9) The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise expressly allowed in the Plans and Specifications, or otherwise expressly approved in writing by the Owner and that the work will be of good quality, free from faults and defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless otherwise required under this Contract. Work not conforming to these standards may be considered defective. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 10) Contractors working in the Public Rights-of-Way shall be cognizant of and comply with Miami-Dade County Code Section 2-103.1 relating to restoration after construction of utilities or works in the public right of way; and Miami-Dade County Code Sections 21-221 through 228 relating to excavation and protection of underground utilities and requiring various Contractor activities; The Contractor shall make every effort to minimize construction impact to business in the area of the Project and as appropriate, the Department will recover any costs caused the County by Contract delays or other business impacting activities attributable to the Contractor. To this end the Contractor shall conduct its construction activities in a manner that will minimize these detrimental effects.
- 11) The Contractor shall at all times ensure that the work site is maintained in a clean and orderly fashion. As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. The Contractor shall also restore all public and private property in a manner acceptable to the Engineer, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the Contractor shall leave the site and vicinity unobstructed and in a neat and presentable condition. In the event of delay exceeding two days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any money due the Contractor on the monthly or final estimate. No Contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.
- 12) The Architect/Engineer shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Florida Registered Land Surveyor hired by the Contractor shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same. (If applicable)

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

**B. Material**

- 1) Unless otherwise indicated in the Contract Documents, equipment, material, and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his option and, subject to the approval of the Architect/Engineer, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of these Contract Documents or propose a substitute equipment, material, article, or process as indicated below. The Contractor shall at all times comply with Green Building or LEED standards, as established in the Contract Documents; unless otherwise specified, LEED Silver standards shall be the minimum standards acceptable to the County. Proposed alternative equipment, material, products, or patented processes shall be considered equivalent if the Architect/Engineer determines that the proposed alternative is functionally equal to and/or sufficiently similar to that specified in the Contract Documents. The Architect/Engineer and/or the Owner may consider the Department's current maintenance history, requirements for spare parts, training of personnel and conformity to existing systems when reviewing alternatives.
- 2) The Architect/Engineer shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article, or process. A proposed alternative shall be considered



equivalent and/or functionally equal to that specified in the Contract Documents if, in the exercise of reasonable judgment, the Architect/Engineer determines that the proposed alternative is at least equal in materials of construction, quality, durability, appearance, strength and design characteristics, will reliably perform at least equally well the function and achieve the results imposed by the Design Professional's Basis of Design and has a proven record of performance and availability, and the procurement and installation of same will not impact project costs or schedule.

- 3) If the Architect/Engineer determines that a proposed alternative does not qualify as equivalent or functionally equal, the alternative may be proposed for consideration as a substitute subject to the Contractor submitting sufficient information as provided below to allow the Architect/Engineer to determine that the proposed alternative is essentially equivalent to or better than the specified item and is an acceptable substitute for that said specified item.
- 4) The burden and cost of proving the quality, suitability and cost of an alternative shall be borne by the Contractor. All information required by the Architect/Engineer in judging an alternative shall be supplied by the Contractor at the Contractor's expense. The Architect/Engineer's costs in evaluating a proposed alternative, irrespective of its acceptance, will be reimbursed by the Contractor to the Owner. In the case of approved alternatives, the Contractor shall also reimburse the Owner for the Architect/Engineer's costs to revise the Contract Documents.
- 5) The Contractor certifies that, if approved and incorporated into the Work, there will be no increase in cost to the Owner or in Contract Time and the proposed alternative shall conform substantially to the detailed requirements of the item specified in the Contract Documents.
  - a. Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial work to completed work, shall be at the Contractor's expense,
  - b. No action relating to the approval of alternative materials will be taken until the request for approval of the alternative materials is made in writing by the Contractor accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least 60 days before the early start date of the activity. Any delays in receiving approval shall be the responsibility of the Contractor.
  - c. The Architect/Engineer will examine and review the proposed alternative with the Owner and return it, within twenty-one (21) calendar days from the date of its receipt at the Architect/Engineer's office, to the Contractor noted with the final decision. If the final decision approves either an equal or a substitution, the approval must also contain the Owner's written approval. When requested by the Architect/Engineer, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required. Contractor is solely responsible for submitting alternatives in a timely fashion so as not to impact project schedule; in the event that Owner's or Architect/Engineer's review of an alternative delays the project, or redesign of the project required to accommodate the alternative delays the project, such delay shall be considered non-compensable delay.

- d. Where classification, rating, or other certification by a body such as, but not limited to, Underwriters' Laboratories Inc. (UL), National Electrical Manufacturer's Association (NEMA), or American Railway Engineering Association (AREA) is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Documents requirements. Testing required proving equality of the material proposed shall be at the Contractors expense.
  - e. Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for the Owner.
- 6) Source of Supply and Quality of Materials: The Contractor shall furnish all materials and products required to complete the Work except those designated to be furnished by the Owner.
- a. Notwithstanding prior inspection and approval by the Architect/Engineer, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.
  - b. The materials shall be manufactured, handled, and incorporated so as to ensure completed work in accordance with the Contract Documents.
- 7) Defective Materials: Contractor-furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work. The Owner may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the Contractor.
- 8) Handling of Materials: Materials shall be transported, handled, and stored by the Contractor in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
- 9) The Owner will have no responsibility to the Contractor concerning local material sources.
- a. The Contractor shall make all necessary arrangements with the owners of material sources. The Contractor shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the Owner expressly agrees in writing to assume.
- 10) Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Contractor shall make his own arrangements for properly disposing of waste and excess materials outside the Work Site and he shall pay all costs, therefore. Contractor shall comply with all local, state, and federal requirements when disposing of waste and excess materials.
- a. Prior to disposing of material outside the Work Site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file with the Architect/Engineer said permit, or a certified copy thereof, together with a written release from the property owner absolving the Owner from any and all responsibility in connection with the disposal of material on said property.

- 11) Property Rights in Materials: The Contractor shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the Owner to the Contractor for materials delivered to the site of the Work, or stored subject to or under the control of the Owner, as provided in these Contract Documents. However, the Contractor shall be responsible for the security of the material on-site until Final Acceptance by the Owner.

C. Methods of Sampling and Testing

- 1) Sampling and testing of all materials shall be as set forth in the Contract Documents. Except for quality control testing and any other testing that may be the direct responsibility of the Contractor as set forth in the Contract Documents, the testing of samples and materials will be made at the expense of the Owner by the project testing laboratory. The Contractor shall furnish the required samples without charge. Any and all fees for non-conforming materials or work shall be solely borne by the Contractor. The Contractor shall give sufficient notification to the Field Representative of the placing of orders for or receipt of materials to permit testing.
- 2) The Field Representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for its acceptance of the material or assembly. Should the Field Representative conduct plant inspections, the following shall exist:
  - a. The Field Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
  - b. The Field Representative shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of materials being furnished.
  - c. If required by the Field Representative, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
- 3) It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Field Representative shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents. In such an event, the cost of re-testing shall be borne by the Contractor if it results in a rejected material.
- 4) All inspections and testing of materials, assemblies and equipment will be performed in Miami-Dade County. If the Contractor's material or manufacturing sources are such that inspections or tests cannot be made in Miami-Dade County, all traveling and lodging expenses in connections with such inspections and testing shall be borne by the Contractor.

D. Meetings

- 1) A pre-construction conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this contract. The Contractor and its major subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date, and location of the meeting.

- 2) The Contractor shall attend weekly construction coordination meetings at a time and place to be designated by the Architect/Engineer. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Contractors. The Contractor shall cause subcontractors and suppliers to attend as he deems advisable, or as requested by the Architect/Engineer. Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for generating and distributing meeting minutes for all such meetings. Notwithstanding, the Owner may generate and disseminate supplemental meeting minutes, as may be necessary in the owner's discretion.

E. Permits and Compliance with Laws

- 1) Unless otherwise provided for in these Contract Documents, the Contractor shall be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws and latest codes and regulations in connection with the prosecution of the Work. (For payment of permit(s), see Special Provisions). No time extensions will be allowed for delays in obtaining the required permits unless revisions directly caused by the Owner, or its agents are required to the Contract Drawings due to changes in codes, regulations, and applicable contract standards during the contract term. See Special Provisions for additional permit requirements.
- 2) The Owner will not pay or reimburse the Contractor for any penalties relating to his permits or fees as a result of the Contractor's failure to timely obtain all his permits, inspections, and approvals.
- 3) The Contractor shall observe and comply with all applicable Federal, State, County and other laws, codes, ordinances, rules, and regulations of the Federal, State and County governments, all authorities having jurisdiction, and any and all programs developed in compliance therewith, in any manner affecting the conduct of the Work.
- 4) Dewatering of excavations shall be performed in accordance with the applicable provisions of the County's Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA) and the South Florida Water Management District (SFWMD) Dewatering Permits and/or any and all authorities having jurisdiction and any other requirements specified in the Contract Documents. The means and methods of dewatering shall be determined by the Contractor who shall bear the full cost of same as part of the contract price.
- 5) All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharge from construction sites.
- 6) Upon completion of all of the work contemplated under the Contract Documents, the Contractor shall obtain and deliver to the Field Representative such Certificate(s) of Occupancy or Certificate(s) of Completion as required by the Florida Building Code and/or authority having jurisdiction.
- 7) The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Section 2-8.4.1, which provides that, whenever any individual or corporation or other entity attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The

Contractor is further directed to Section 10-38 of the Miami-Dade County Code, which provides for the debarment of County contractors.

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

F. Coordination and Access

- 1) Other Contracts: The Owner may undertake or award other contracts for additional work, and the Contractor shall fully cooperate and coordinate with other Contractors and the Owner and carefully fit his own work to such additional work. The Contractor shall not perform any act which will interfere with the performance of work by any other contractor or by the Owner. The Contractor shall be responsible for obtaining all necessary scheduling details from other Contractors and these requests must be provided, in writing, to the Owner. The Owner, or, if authorized in writing by the Owner, the Architect/Engineer shall have the authority to resolve conflicts related to coordination between Contractors.
- 2) In the event of interference between the work of the Contractor and other contractors working concurrently at the Site, the Field Representative will instruct the Contractor as to which work has priority in performance and such instructions shall be binding upon the Contractor.
- 3) Utility companies, railroads, municipal agencies, and County tenants/lessees having facilities within the limits of the Work shall always have access to their facilities for operations, inspection, and repair.
- 4) Lands to be furnished by the County for construction operations, roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for the construction operations or for other purposes during the construction of the work, they shall provide for the use and restoration of such lands at their own expense.
- 5) Rights-of-way for work to be done under the Contract will be provided by the County. Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Owner, or, if directed in writing by the Owner, the Architect/Engineer will decide which Contractor shall cease work, and which shall continue, or whether the work of both contracts shall progress at the same time, and in what manner. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, the Engineer may grant to the Contractor so desiring such privilege of access to the territory as the Engineer shall deem to be appropriate, and no such decision shall be made the basis of any claim for delay or damage, except as provided in Article 8 herein.

G. Rights in Land and Improvements

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

#### H. Interference With Existing Utilities

- 1) Attention of the Contractor is specifically directed to the need for careful control of all aspects of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other existing overhead or underground utilities and structures.
- 2) Before commencing work in any given area, the Contractor shall contact utility companies to identify any potential conflicts. Further, the Contractor shall also carefully review the plans, survey, and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures are shown on the Plans for reference purposes only, but no guarantee is expressed or implied that the information is accurate. It shall be the sole responsibility of the Contractor to ascertain and/or verify the location of any and all such utilities or structures using magnetic and electronic detectors and by hand excavation or other appropriate measures before performing any work that could result in damage to such existing utilities or structures. The Contractor shall make a thorough search of the particular location for underground utilities or structures whether or not shown on the drawings before excavation work is commenced in any particular location. To this end the Contractor shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground or other non-observable utilities or structures. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the Field Representative and maintain above ground physical identification during the work.
- 3) In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

#### I. Protection of Existing Facilities, Vegetation, Structures, Utilities, and Improvements

- 1) The Contractor shall preserve and protect existing buildings and vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction work and he shall replace in kind the vegetation, shrubs, and grass damaged by him at his own expense.
- 2) The Contractor shall protect from damage all utilities, foundations, walls, or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification from the Architect/Engineer, the Contractor fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Contractor.

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

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

J. Damage to the Work and Responsibility for Materials

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



or general overhead, acceleration, material or other escalation which includes wages, and other impact cost, or inflationary factors, arising out of any late delivery of such materials or equipment caused by any force Majeure. Compliance with delivery schedules by the Department shall be excused when delays are caused by force Majeure, and, if the delay causes the Contractor to exceed the Contract time stipulated for the final completion of the Project, a non-compensable time extension in the Contract time. An extension in this Contract time will be allowed equal to the length of the delay.

K. Emergencies

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

L. Accident Prevention

- 1) Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - a. All persons on the Site or who may be affected by the Work;
  - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- 2) Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection.
- 3) Upon notification from the Owner or its representative(s), the Contractor shall promptly correct any deficiencies affecting the safety and wellbeing of the construction workers and the public that have been identified by the notice.

- 4) Should a situation of imminent danger be identified, work in the affected area must be suspended immediately until the condition has been corrected. Imminent danger is defined as the exposure or vulnerability to harm or risk that is impending or about to occur as defined by the Field Representative or the Architect/Engineer. The Contractor will not be entitled to future claims alleging impacts caused by the Owner stoppage of the Work due to safety reasons.
- 5) When the Contract involves work on a plant, pump station or other site or restricted area, the Contractor shall comply with the Owner's Process Safety Management Plan, or other safety management plan or Operation Directives as may be promulgated by Owner prior to the commencement of the work and shall instruct their personnel as required by that plan.

M. Warranty of Work

- 1) Except where longer periods of warranty are indicated for certain items, the Contractor warrants the Work under the Contract to be free from faulty materials and workmanship for a period of not **less than two (2) years from the date of Substantial Completion**. This **two-year period** shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the work which the Owner takes possession of prior to Substantial Completion, such a period shall commence on the date the Owner takes possession. Upon receiving notification from the Owner or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Contractor shall immediately remedy, repair, or replace, without cost to the Owner or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Contract. Notwithstanding, the correction of latent defects shall not be considered as warranty work.
- 2) The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Contractor's pay request or Payment and Performance Bond if final payment has been made.
- 3) The Contractor will correct all latent defects discovered within ten (10) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law and shall provide the Contractor with an opportunity to conduct test as contemplated in Chapter 558, Fla. Stat. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the actual cost associated with procurement, implementation, and management thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

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

END OF ARTICLE

## 8. CONTRACT TIME

### A. Notice to Proceed

- 1) The Contract shall be effective 10 days after notice is provided to the Contractor of contract award (“the effective date”) The Contractor shall, immediately after the effective date of the contract: deliver the specified bonds and certificates of insurance to the Owner, if same were not delivered prior to the effective date; apply for all necessary permits; provide a schedule and a schedule of values in accordance with the requirements herein. Contract time shall not begin on the effective date, but instead shall begin upon issuance of a Notice to Proceed. Contractor shall use continuous diligent good faith efforts to provide bonds, insurance, schedules, schedule of values, and to cause the issuance of permits. The failure of Contractor to utilize such continuous diligent good faith efforts shall render the Contractor in default of this Agreement. Alternatively, if the Contractor is unable to obtain all necessary permits within 30 days, through no fault of the Contractor, the Owner has the option, but not the obligation, to terminate the Contract, without fault to the Contractor or the Owner, effective immediately upon written notice by the Owner or give the Contractor additional time to obtain the permits.
- 2) Upon receipt of all required bonds and insurance, issuance of all required permits, and approval by the Owner of the Schedule and the Schedule of values, the Owner may issue a Notice to Proceed. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work (other than obtaining permits) under the Contract until the effective date of the Notice to Proceed, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the start date shown on the Notice to Proceed. The Notice to Proceed shall be effective as of the day it is issued by Owner.
- 3) Any Work Performed by the Contractor (other than obtaining permits) prior to Notice-To-Proceed shall be at the Contractor’s own risk and shall not be considered as the basis for any claim.

### B. Schedules

- 1) The Contractor shall provide, maintain, and submit monthly updated schedules in strict accordance with the Contract Documents. The Contractor shall at all times maintain an electronic schedule in the critical path methodology (“CPM”) format or in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc). The Special Provisions and Division 01 of the Technical Specifications may contain further specific requirements for the form, content and date of submission of the baseline schedule and all schedule updates. The County shall approve this schedule prior to issuance of Notice to Proceed. The approved schedule shall be the Baseline Construction Schedule.
- 2) The Contractor shall prosecute the Work in accordance with the approved Baseline Construction Schedule or most recently approved revision to the baseline schedule. In the event that progress along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract at no additional cost to the Owner, unless the Contractor has demonstrated it is entitled a compensable time extension pursuant to the terms of this Contract. In addition, the Contractor shall revise his schedule to reflect these recovery actions

and submit it to the Owner for review and acceptance it being understood that such acceptance will be as to the format and composition of the schedule and not the Contractor's means and methods. Additional costs resulting therefrom will be borne by the Contractor. Delayed progress is defined as:

- a. A delay in the start or finish of any activity on the critical path of the approved baseline schedule or most recently approved revision to the baseline such that the last activity in the critical path occurs after the contract time; or
  - b. A delay in the start or finish of any non-critical activity which consumes more than the available float shown on the approved baseline schedule or most recently approved revision to the baseline, thereby making the activity critical and late; or
  - c. A projected completion date shown on a schedule update which is later than the contractual completion date; or
  - d. Any combination of the above.
- 3) Failure of the Contractor to comply with the requirements under this provision will be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with the Contract Documents. If in the Contractor's estimation, the cause(s) of delay are beyond the Contractor's control, the Contractor shall adhere to the sections of the Contract Documents related to extensions of time, claims and others as appropriate.
- 4) The Contractor shall be responsible for scheduling and coordinating the work of all crafts and trades, subcontractors, and suppliers, required to perform the Work and to complete the Work within the prescribed time. Any inefficiency or loss of productivity in the labor, materials, or special equipment of the Contractor or its subcontractors of any tier, from any cause, shall be the responsibility of the Contractor. No reimbursement of these or any other costs can be requested by or granted to the Contractor or any of its subcontractors of any tier for inefficiency or loss of productivity in labor, materials, or special equipment, except as specified in the paragraph in this article dealing with Liquidated Indirect Costs, for delays in the performance and completion of the Work directly caused by the Owner or its authorized representatives. Other than the exception described above, additional costs may only be paid to the Contractor as a result of additional Work added to the Contract scope of work.

C. Extensions of Time and Classification of Types of Delays

- 1) Once a delay has been identified and it has been established through a Time Impact Analysis that a delay affects the Project's end date or contractually mandated milestone date, the delay must be classified to determine responsibility and to compute damages, if any. Before the Contractor can submit a request for time extension, claim or any request for additional compensation involving or related to time, the Contractor must classify the delay(s) in accordance with the following classifications. These delay classifications shall be used by the Owner and the Contractor in resolving any time-related disputes. Delays fall into three basic categories: non-excusable, excusable, and compensable.
  - a. Non-excusable delays are those delays to the critical path which were foreseeable at the time of contract award or delays caused by the Contractor due to the Contractor's

fault or negligence or his/her own inefficiencies or problems, due to his/her inability to coordinate subcontractors and/or other flaws in his/her planning. In these types of delays, the Contractor is not entitled to extra time or compensation and the Owner may be allowed to assess Liquidated Damages or actual damages, depending on the contract provisions.

- b. Excusable delays are those delays to the critical path beyond the Contractor's control and without the active interference of the Owner, such as extreme weather, force majeure, strikes, and delays caused by third parties (i.e. not the Contractor or the Owner). Contractors are granted a time extension but no additional compensation for the extended time of performance for excusable delays.
- c. Compensable delays are delays to the critical path caused by active interference or participation of the Owner or Owner's consultant. Examples of compensable delays are failure of the Owner to provide right-of-way, introducing late design changes, late review of shop drawings by the Owner or his Architect/Engineer and failure of the Owner to coordinate the work of various prime Contractors. In the case of a compensable delay, the compensation for the extended period of performance shall be the Liquidated Indirect Costs as specified in the Contract Documents. Where a delay is caused by Extra Work, the direct costs of the Extra Work shall be paid for in accordance with Section 9 herein.
- d. Concurrent delays involve two or more delays to the critical path occurring at the same time (irrespective of whether each delay would if analyzed alone, be compensable or non-compensable), either of which had it occurred alone, would have affected the end date of the Project.
- e. The compensability of concurrent delays depends on the types of delays involved. The following shall determine the effects of concurrent delays on time extensions and compensable costs:
  - i. EXCUSABLE DELAY CONCURRENT WITH A NON-EXCUSABLE DELAY. For excusable delays concurrent with non-excusable delays, the Contractor is entitled to a time extension only. For example, it rains the day footings are to be excavated (excusable delay) but the excavation equipment was down for repairs (non-excusable delays).
  - ii. NON-EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For non-excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, if the Owner introduces a design change for a beam but the Contractor has failed to submit the shop drawings for said beam in a timely manner. This would be an example of a non-excusable delay (late shop drawings) concurrent with a compensable delay (Owner introducing design change).
  - iii. EXCUSABLE DELAY CONCURRENT WITH A COMPENSABLE DELAY. For excusable delays concurrent with compensable delays, the Contractor is entitled to a time extension only. For example, the Owner does not provide the necessary right-of-way to begin construction (compensable delay) but the Contractor's forces are on strike (excusable delay).

- 2) Time Extensions: The Contractor may be granted an extension of time and will not be assessed Liquidated Damages for any portion of the delay in completion of the Work, arising from acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, labor disputes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has given to the Architect/Engineer immediate verbal notification, with written confirmation within 48 hours, of the start of the delay of: (1) the cause or causes of delay, (2) the schedule activities impacted by the delay, (3) a rough order of magnitude estimate of the duration of the delay, and (4) potential measures to recover the schedule. Within thirty (30) days after the end of the delay, the Contractor shall furnish the Architect/Engineer with detailed information concerning the circumstances of the delay, the actual number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay; notwithstanding, where monthly schedule updates are required prior to the end of the delay, that monthly updated schedule shall reflect all delay experienced through the date of the submittal. All requests for extension of time shall be submitted in accordance with the Contract Documents. Failure to submit such information will be sufficient cause for denying the delay claims, irrespective of the Contractors entitlement to a time extension or liquidated damages. The Owner will ascertain the facts and the extent of the delay, and its findings thereon will be final and conclusive subject to the dispute provisions in the Contract Documents. The extensions of time granted for these reasons shall be considered excusable and shall not be the basis for any additional compensation.
- a. Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Architect/Engineer. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina, and published by the National Oceanic and Atmospheric Administration (this data is taken from the table of normal, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day occurring during normal work hours shall be considered to be a rainy day, if the rain actually prevented the Contractor from performing work. The effects of weather less severe than the norm may be taken into account in granting time extensions at the Owner's sole discretion.
  - b. An extension of time will not be granted for a delay to the critical path caused by a shortage of materials, except Owner-furnished materials, unless the Contractor furnishes to the Architect/Engineer documentary proof that he has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof, in the form of a CPM network analysis data, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a

cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the Architect/Engineer that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- 3) Delays Caused by the Owner: If the Contractor's performance of the Work along the critical path is delayed by any condition or action directly caused by the Owner, and which was not foreseeable by the Contractor at the time the Contract was entered into, the Contractor shall, provide notification in accordance with the Contract Documents, of any such delay and of the anticipated results thereof. The Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. In instances where the Owner causes a delay which is responsible for extending the Contract beyond the completion date, the Contractor may claim Liquidated Indirect Costs as specified in the paragraph in this article dealing with Liquidated Indirect Costs. These delays shall be considered compensable, except for the period in which these delays may be concurrent with Contractor-caused delays. If a delay on the part of the Owner is concurrent, that is, if it occurs at the same time as a Contractor-caused delay, the Owner-caused delay shall be considered an excusable delay for the portion of the Owner-caused delay which is concurrent with the Contractor-caused delay.
- 4) Delays Beyond Contractor's Control Not Caused by the Owner: If Contractor's performance of the Work along the critical path is delayed by any conditions beyond the control and without the fault or negligence of Contractor and not caused by the Owner, and if the Owner determines that the delay was beyond the control and without the fault or negligence of the Contractor and not foreseeable by the Contractor at the time this Contract was entered into, the Owner will determine the duration of the delay based on the documentation provided by Contractor, and may extend the time of performance of this Contract provided; however, that Contractor shall cooperate with the Owner and use its best efforts to minimize the impact on the schedule of any such delay. These delays shall be considered excusable, and the Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of the delays contemplated by this paragraph and extension of time shall constitute Contractor's sole remedy for such delays.
- 5) In addition to the delays in the Work specified in this section, delays in the Work directly caused by an act or omission by an owner of an adjoining property, or by tenants or permittees on County property, will not be considered an Owner-controlled delay. An owner of an adjoining property is a person, firm, corporation, partnership, or other organization who either owns or occupies, or both, structures, or parcels or both, immediately adjacent to the Work Site. Extension of time for those delays will be considered excusable and shall be treated as specified in this article, provided that:
  - a. The Contractor has, in accordance with this article, given to the Architect/Engineer immediate verbal justification, with written confirmation within 48 hours of the delay; and
  - b. The Contractor establishes, to the satisfaction of the Architect/Engineer, that:
    - i. The delay was caused directly by an act or omission by the owner of the adjoining property; and



- ii. The Contractor has taken reasonable precautions and has made substantial effort to minimize the delay.
- 6) A Change Order will be furnished to the Contractor within a reasonable period of time, after approval of a request for extension of time, specifying the number of days allowed, if any, and the new dates for completion of the Work or specified portions of the Work. All requests for time extension shall be in accordance with the Contract Documents. With the exception of time extensions covered under the time contingency allowance in the contract, pursuant to Section 9-3 of the Code of Miami-Dade County. All change orders shall be in full accord with the Contract Documents. The Board of County Commissioners shall not be bound by the recommendation of County Staff with respect to time extensions, and may accept, reject, or modify change orders in its sole discretion.
- 7) Additional requirements for the submittal of time extension requests may be included in the Technical Specifications,

**D. Substantial Completion, Final Completion and Final Acceptance**

- 1) The following items must be satisfied before Substantial Completion, as defined in the Contract Documents, will be approved:
  - a. All Work must be completed to the satisfaction of the appropriate permitting agencies having jurisdiction over the Work. The Contractor must furnish the Owner with a “Temporary Certificate of Occupancy” or a “Certificate of Completion,” as applicable, from the permitting agency unless circumstances arise outside the contract scope that prohibits such certificates from being issued (i.e. utility connections).
  - b. All operational systems which may include but not be limited to electrical systems, low voltage, audio visual, security systems, irrigation systems and fire systems, must be completed in accordance with the Contract Documents, tested and approved.
  - c. All plumbing, heating, ventilation, and air conditioning systems must be completed, tested, and approved. Whenever the scope of work includes a facility or building, an HVAC test and balance report must be submitted and approved as a condition precedent to Substantial Completion.
  - d. The punch list may not be so extensive or of a nature that the Contractor’s completion will significantly interfere with the Owner’s beneficial use of the facility.
- 2) When the Contractor believes that all the Work or designated portion thereof required by the contract is substantially completed, the Contractor shall submit to the Field Representative and the Architect/Engineer a request for Substantial Completion inspection. The Contractor, the Field Representative, the Architect/Engineer, sub-consultants, and the Owner shall meet at the Project site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or Work to be corrected shall be noted on a Punch List. If the Field Representative and/or the Architect/Engineer and the Owner indicate on this inspection report that the Work is substantially complete, a Certificate of Substantial Completion will be issued to the Contractor. The Certificate of Substantial Completion shall establish the date of Substantial Completion and shall have attached the Punch List reflecting any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and shall state the date by which the Punch List is to be completed. The completion time for

the Punch List shall not be greater than 60 days from the date of issuance of the Certificate of Substantial Completion.

- 3) If any of the conditions listed in this article are not met and the Work has not been completed, or the Owner determines that the final Punch List cannot be completed within sixty (60) days, a Certificate of Substantial Completion shall not be issued. The Contractor shall continue work, reducing the number of items on the Punch List that were not met. Additional inspections shall be scheduled as necessary until Substantial Completion is declared. However, costs incurred by the Owner for any inspections beyond a second inspection will be charged back to the Contractor.
- 4) In the event the Contractor fails to achieve Substantial Completion within the period specified in the Contract for completion, the Contractor shall be liable for Liquidated Damages and the Owner has, as its option, the right to, after 10 calendar day-notice to the Contractor, to remove such work from the Contract, in which case the value of the work, as measured by the Owners' cost to have such work performed by others, shall be deducted from Contractor's final payment, whether or not the Owner causes such work to be performed. In the event that the Owner chooses to remove such work, there shall not be any further non-excusable delays charged to the Contractor beyond the 10 days following notice to the Contractor. However, the Contractor shall not be relieved of any non-excusable delays incurred through the date of termination. The Punch List and the Contract shall remain open until all the Work is complete and accepted. The current retainage will be used to offset any Liquidated Damages and any back charges, after which, any surplus retainage will be released to the Contractor. If the retainage is insufficient to cover the Liquidated Damages and any back charge, the Owner will bill the Contractor for the balance and the Contractor shall promptly remit to the Owner an amount equal to the billing.
- 5) Final Completion: When the Owner or Architect/Engineer considers all Work indicated on the Punch List to be complete, the Contractor shall submit written certification that:
  - a. Work has been inspected for the compliance with the Contract Documents.
  - b. Work has been completed in accordance with the Contract Documents, and that deficiencies listed within the Certificate of Substantial Completion and its attachments have been corrected.
  - c. Work is completed and ready for Final Inspection.
- 6) Should the Owner and/or Architect/Engineer inspection find that Work is incomplete, he will promptly notify the Contractor in writing listing all observed deficiencies. The Contractor shall be responsible for all Direct and Indirect Costs to the County resulting from the Contractor's failure to complete the Punch List items within the time allowed for completion.
- 7) The Contractor shall remedy deficiencies and send a second certification. Another inspection will be made that shall constitute the final inspection. Provided that work has been satisfactorily completed, the Architect/Engineer will notify the Contractor in writing of Final Acceptance as of the date of this final inspection.
- 8) Prior to Final Acceptance, the Contractor shall deliver to the Field Representative complete As-Built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required

for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.

- 9) Upon notification of Final Acceptance to the Contractor, the Architect/Engineer will request and consider closeout submittals from the Contractor including but not limited to the final Contractor's Affidavit and Release of All Claims.
- 10) The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.
- 11) Re-Inspection Fees: Should the status of completion of the Work require re-inspection of the Work by the Owner and the Architect/Engineer due to failure of the Work to comply with the Contractor's representations regarding the completion of the Work, the Owner will deduct from the final payment to the Contractor, fees and costs associated with re-inspection services in addition to scheduled Liquidated Damages.

E. Use and Possession

The Owner shall have the right to occupy, take possession of or use any completed or partially completed portions of the Work. Such possession or use will not be deemed an acceptance of work not completed in accordance with the Contract. While the Owner is in such possession, the Contractor, notwithstanding the provisions of the Contract Documents, will be relieved of the responsibility for loss or damage to those portions of the Work occupied by Owner, excepting those resulting from the Contractor's fault or negligence or breach of warranty. The Contractor shall be responsible for maintenance of all equipment in these areas until these responsibilities are turned over to the County in writing. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, a Contract change in the Contract price, or the time of completion will be made, and the Contract will be modified in writing accordingly.

F. Liquidated Damages and Liquidated Indirect Costs

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

These Liquidated Indirect Costs shall be paid to the Contractor in full satisfaction of all costs and damages caused by compensable excusable delays, except for Direct Costs. There shall be no Liquidated Indirect Costs payable for time directly related to Extra Work for which a Change Order has been issued.

- 3) The amount of Liquidated Indirect Costs recoverable shall be an amount, as stipulated in the Contract Documents per day for each day the Contract is delayed due to compensable excusable delay. Unless otherwise specified in the Contract, for lump sum contracts, the daily amount of Liquidated Indirect Costs will be calculated by dividing the total amount in the Contractor's approved Schedule of Values for General Requirements by the Contract duration (in days) after deducting any general conditions costs directly paid by the Owner during the execution of the Project. The amount of the Liquidated Indirect Costs calculated in accordance with this formula shall be stated in the Notice-to-Proceed. For unit price contracts, the daily amount of Liquidated Indirect Costs will be calculated as defined in the formula below:

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

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

END OF ARTICLE

## 9. PROGRESS PAYMENTS

### A. Payments

- 1) The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- 2) The Owner will make progress payments monthly as the work proceeds. Prior to issuance of the Notice to Proceed, unless the Special Provisions provide for the payment to be determined by using a cost-loaded CPM, the Contractor shall, furnish a Schedule of Values for review and approval by the Owner consisting of a detailed cost breakdown of each lump sum bid item in the Bid Form in such detail as the Architect/Engineer shall request, showing the amount included therein for each principal category of the work, to provide the basis for determining the amount of progress payments. Unit price bid items shall be paid for in accordance with the Bid Form. The Schedule of Values shall clearly indicate the amount to be paid by the Contractor to each individual subcontractor. Notice to Proceed shall not be issued, and the Contractor cannot submit monthly invoices, without an approved Schedule of Values.
- 3) In making such progress payments, a maximum of 5 percent of the estimated amount shall be retained from each progress payment made to the Contractor until 50 percent Completion of the work has been established. 50 percent completion is defined as the point in time when at least 50 percent of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the Architect/Engineer. At this point, the retainage amount withheld from each subsequent progress payment may be reduced, at the discretion of the Owner, provided the Owner finds that satisfactory progress is being made. Also, whenever the Work is Substantially Complete, the Owner, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount.
- 4) Material and work covered by progress payments shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the Owner to require the fulfillment of the terms of the Contract.
- 5) Progress payments will be made in accordance with the Miami-Dade County Code, Florida Statute, s. 218.70 Florida Prompt Payment Act, and Florida Statute, s. 218.735.
  - a. The Contractor's attention is directed to Florida Statute, s. 218.735, revising provisions regarding timely payment, revising deadlines for the payment of contractors, subcontractors, sub-subcontractors, materialmen and suppliers. The contractor shall remit payment due to subcontractors within 10 days after the contractors' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractors' receipt of payment. Dispute resolution is provided within the Statute.
  - b. The Contractor's attention is further directed to Miami Dade County Code Section 10-33.02, Section 2-8.1.4 , Section 2-8.1.1.1.1 and Section 2-8.1.1.1.2 , providing for prompt payments of fourteen (14) days upon receipt of an approved invoice are made

to prime contractor certified as Miami Dade County certified small businesses or prime contracts with Miami Dade County certified small businesses are participating as subcontractors by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime Contractor to issue prompt payments within two (2) days upon receipt of payment from the owner, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

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

materials are stored outside Miami-Dade County, the Contractor shall accept responsibility for and pay all personal and property taxes that may be levied against the Owner by any state or subdivision thereof on account of such storage of such material. The Owner will permit the Contractor, at his own expense, to contest the validity of any such tax levied against the Owner and in the event of any judgment or decree of a court against the Owner, the Contractor agrees to pay same.

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

- h. No partial payment will be made for stored or stockpiled living or perishable plant materials.
  - i. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Article.
  - j. Materials may be subject to being purchased by the Owner directly under the County's "Direct Material Purchase Program" and installed by the Contractor, as applicable, in accordance with the Special Provisions.
- 9) Payment of the Contract lump sum price for General Requirements, if applicable, will be made in the following manner:
  - a. The General Requirements Lump Sum amount, including cost for bonds and insurance, shall be paid in proportion to the total percent of completion. The Owner will consider requests for payment for bonds and insurance under the General Requirements after receipt of certified invoices from the Contractor showing that the Contractor has paid them.
  - b. The Owner reserves its right to withhold payment for General Requirements, in whole or in part, at the Owner's sole discretion, in accordance with Paragraph 11 below.
- 10) If any claim is filed against the project for labor, materials, supplies or equipment which the Owner has determined to have been incorporated on the site and the Contractor has not paid for, the Owner will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this article or under other provisions of the Contract, an amount equal to such amounts claimed.
- 11) In addition to the provisions of this article and other relevant sections of the Contract Documents, payment may also be withheld proportionately for the following reasons:
  - a. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,
  - b. Reasonable indication that the Work will not be completed within the Contract Time,
  - c. Damage to another Contractor,
  - d. Unsatisfactory prosecution of the Work by the Contractor,
  - e. Failure of the Contractor, or his subcontractors, to pay wage rates, when applicable as required by the Contract.
  - f. In the event the Surety on the Performance and Payment Bond provided by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State of Florida suspended or revoked as provided by law. In this case, payment will continue when the Contractor provides a good and sufficient Bond(s) as required by the Contract Documents, in lieu of the Bond(s) so executed by such Surety.
  - g. If any work or material is discovered which, in the opinion of either the Architect/Engineer or the Field Representative, is defective, or should a reasonable



doubt arise on the part of either the Architect/Engineer or the Field Representative as to the integrity of any part of the work completed previous to the final acceptance and payment. In this case, there will be deducted from the first application for payment subsequent to the discovery of such work, an amount equal in value to the defective or questioned work, and this work will not be included in any subsequent applications for payment until the defects have been remedied or the causes for doubt removed.

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

**B. Taxes**

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

**C. Tax Exempt Owner Purchase Materials**

The owner may incorporate specifications for tax exempt owner purchase in all covered contracts. A tax-exempt owner purchase is one made directly by the County which is intended to be tax exempt in accordance with Section 212.08(6) of the Florida Statutes and Rule 12A-1.094 of the Florida Administrative Code, as the same may be amended. A covered contract is a contract for the construction, improvement or rehabilitation of property which is estimated to exceed ten million dollars (\$10,000,000.00) in cost.

The contractor must include Florida State Sales Tax and other applicable taxes in his bid for materials, supplies, and equipment. The owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Contractor's bid and/or contract, substantially in accordance with the contract.

## **OWNER DIRECT PURCHASE PROCEDURES**

- A) Contractor shall provide Owner's Representative a list of all intended suppliers, vendors, and materialmen for consideration as Owner Direct Purchased materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Contractor shall submit a description of the materials to be supplied, estimated quantities and prices.
- B) Upon request from Owner, and in a timely manner, Contractor shall submit the attached Purchase Order Requisition Form to the Owner's Representative, to specifically identify the materials which Owner has, at its sole option, elected to purchase directly. On the Purchase Order Requisition Form, the Contractor will provide the Owner the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price.
- C) Such Purchase Order Requisition Forms are to be submitted to Owner's designated representative no less than two (2) weeks prior to the need for ordering such Owner Direct Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.
- D) After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Promptly, within two (2) business days of receipt of each Purchase Order, the Contractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, The Owner shall issue the Purchase Order to the supplier or vendor. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner Direct Purchased Materials on the delivery dated provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Order shall also provide that the supplier shall invoice the Owner directly for the items purchased and not the Contractor. Owner shall immediately provide Contractor with copies of such invoices it receives. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier or vendor a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.

- E) All shop drawings and submittals shall be made by the Contractor in accordance with the Project Specifications.
- F) Contractor shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. At the time of, and subsequent to, the delivery of such materials, the Owner shall be liable for all loss or damage to equipment and materials purchased pursuant to the Purchase Order. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Contractor. Notwithstanding the foregoing, the Owner shall be responsible for payment of the invoices issued by the supplier or vendor pursuant to the procedures in Paragraph G below.
- G) As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice issued to the Owner for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the Owner (and provided to Contractor) conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that the Materials were received in order for the Owner to agree to approve the invoice for payment of the invoice issued. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
- H) The Contractor shall insure that Owner Direct Purchase materials conform to the Specifications, and 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 discovers defective or nonconformity's in the Owner Direct Purchased Material upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally the Contractor shall notify the Owner of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates Owner Direct Purchased materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to

Owner resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

- I) The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.
- J) The transfer of possession of Owner Direct Purchased Materials from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Direct Purchased materials. Owner Direct Purchased Materials shall be considered returned to the Owner 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 safeguard, store and protect all Owner Direct Purchased Materials.
- K) The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the requirements set forth in the Owner and Contractor Agreement which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Direct Purchased Materials not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials by the Contractor as provided in Paragraph F above.
- L) On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of Owner Direct Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the supplier, based upon Contractor's records of materials delivered to the site and any defects in such materials.
- M) In order to arrange for the prompt payment to the supplier, the Contractor shall provide to the Owner, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier based upon the receipt of data provided. This payment will be released, delivered and remitted directly to the supplier by the Owner. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

- N) Salvage materials shall be the property of the Owner and stored or removed from the site by the Contractor at the Owner's discretion.
- O) From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials.
- P) Upon completion of the project, the Contractor shall execute and deliver to the Owner, one or more deductive Change Orders, referencing the full value of all Owner Direct Purchased materials purchased directly, plus all sales tax savings associated with such materials in Contractor's bid to Owner's Representative.

D. Payments to Subcontractors and Suppliers

- 1) The Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and in accordance with Miami-Dade County Code Section 10-33.02 and Florida Statute s. 218.735.
- 2) Before the Contractor can receive any payment, except the first payment, for monies due him as a result of a percentage of the work completed, he must provide the Architect/Engineer with duly executed release of claim from all subcontractors and suppliers who have performed any work or supplied any material on the project as of the date, stating that said subcontractors or suppliers have been paid their proportionate share of all previous payments. In the event such affidavits cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit an executed Consent of Surety to Requisition using the form provided in the Contract Documents identifying the subcontractors and the amounts for which the Statement of Satisfaction cannot be furnished.
- 3) The Contractor's failure to provide a Consent of Surety to Requisition Payment will result in the amount in dispute being withheld until (1) the Statement of Satisfaction is furnished, or (2) Consent of Surety to Requisition Payment is furnished. The subcontractor(s) shall submit with each monthly invoice the Certified Payroll forms for all employees on the job in accordance with applicable Provisions. Failure to provide this information will cause the Architect/Engineer to return the invoice to the Contractor until such time as the Contractor properly submits the information.

E. Contract Prices - Bid Form

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

or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific Bid Item or indicated in the Contract Documents.

F. Final Payment

- 1) After the Work has been accepted by the Owner, subject to the provisions of the Contract Documents, a final payment will be made as follows:
  - a. Prior to Final Acceptance of the Work, the Contractor shall prepare and submit a proposed final application for payment to the Architect/Engineer showing the proposed total amount due the Contractor, segregated as to Bid Item quantities, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.
  - b. The Owner will review the Contractor's proposed final application for payment and necessary changes, or corrections will be forwarded to the Contractor. Within 10 days thereafter, the Contractor shall submit a final application for payment incorporating changes or corrections made by the Architect/Engineer together with additional claims resulting therefrom. Upon approval by the Owner, the corrected proposed final application for payment will become the approved final application for payment.
  - c. If the Contractor files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the Architect/Engineer and the Owner, and agreements are reached on all questions regarding the final application for payment, the Owner, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment.
  - d. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.
  - e. The release from the Contractor will be from any claims arising from the Work under the Contract. If the Contractor's claim to amounts payable under the Contract has been authorized by the Owner for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.
  - f. Final payment will be made within 30 days after approval of the final notice and resolution of Contractor's claims, or 30 days after Final Acceptance of the Work by the Owner, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the Owner shall make payment of sums not in dispute without prejudice to the rights of either the Owner or the Contractor in connection with any disputed items.

- g. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.
  - h. Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid.
- 2) With the final application for payment, the Contractor shall return and submit final releases of claim from himself, from each subcontractor of record and from other subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from subcontractors and suppliers shall be final, originals, notarized and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to the Owner all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of subcontractors and suppliers who refuse to execute final releases.
- 3) The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
  - a. Faulty or defective Work appearing after Final Completion;
  - b. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;
  - c. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
  - d. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
  - e. The enforcement of the terms of the Payment and Performance Bonds against the Surety;
  - f. Terms of all warranties/guarantees required by the Contract Documents.
- 4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

END OF ARTICLE



## 10. CHANGES

### A. Changes

**NOTE: "OVERHEAD" AS USED IN THIS SECTION IS DEFINED IN SECTION 1 DEFINITIONS - PAGE 8**

- 1) The Owner reserves the right to, at any time, without notice to the sureties and without invalidating the Contract, by written notice or order designated as a Change Notice or Change Order, make any change in the Work within the general scope of the Contract including but not limited to changes:
  - a. In the Contract Documents;
  - b. In the method or manner of performance of the Work;
  - c. In Owner-furnished facilities, equipment, materials, services, or site or;
  - d. Directing acceleration in performance of the Work.

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

- 2) In the event the Owner exercises its right to change, delete or add work under the Contract, such work will be ordered and paid for as provided for in the Contract Documents.
- 3) Changes in the work may be initiated by the issuance of a Change Notice by the Architect/Engineer. The Contractor shall submit a proposal to the Architect/Engineer and the Owner for their review, in accordance with the Contract Documents, within five days after receipt of a Change Notice. The Contractor shall maintain this proposal, for acceptance by the Owner, for a minimum of 90 calendar days after submittal. The cost or credit to the Owner for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for effort expended in preparing and submitting price quotes.
- 4) In the event the Contractor fails to provide the full cost and time estimate for the change work or refuses to execute a full accord Change Order, the Owner will, at its sole discretion, 1) determine the total cost and time impacts of the change and compensate the Contractor and/or extend the Contract Time, if applicable, through a unilateral Change Order signed only by the Owner; or 2) direct the Contractor to proceed with the Work under the Force Account provisions of this article. Failure of the Contractor to submit his total and final estimated cost and time impact within the time period specified on the Change Notice form shall constitute a waiver by the Contractor to claim additional costs or time beyond that which has been determined by the Owner. Any disputes arising out of an Owner determination shall be resolved in accordance with the dispute provisions in the Contract Documents. Pending the Owner's final decision, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- 5) Changes in the work covered by Unit Prices, as stated in the Contract Documents shall be all inclusive. These prices will include all Direct and Indirect Costs and means and methods of

execution. To be compensable, units must be measured daily by the Contractor and approved in writing by the Owner or his authorized representative.

- 6) The following mark-ups on Extra Work shall apply to all changes in the Work performed under this article:
  - a. For Extra Work performed by the Contractor's own forces, the Contractor agrees that proposed cost to perform said Extra Work will in no event include a rate for total overhead in excess of 20 percent of the actual costs of the Extra Work.
  - b. For Extra Work performed by a subcontractor's forces, the Contractor agrees that the overhead, for each sub-contractors, sub-subcontractors, and suppliers, shall not exceed 15% of the total of all sub-contractor's actual direct costs of the Extra Work. The Contractor may then add five percent (5%) times the subcontractor's or sub-tier subcontractor's actual Direct Cost as direct compensation for the Contractor's Overhead and all other costs associated with the subcontractors Extra Work at all tiers.
- 7) Increases to the Contract Amount shall be authorized by a Change Order executed by the Contractor, the Contractor's Surety and the Owner and approved by the Board of County Commissioners; where the Board of County Commissioners has delegated via Ordinance authority to County Staff to execute change orders, such change orders are subject to ratification by the Board of County Commissioners as described in such ordinance. BCC. Decreases to the Contract amount shall be by Change Order or Work Order as determined by the Owner and shall also be subject to BCC approval when the decrease results from a reduction in the scope of the work.
- 8) A cost of bonds for Change Orders that impact the Contract price shall be established by the Contractor's actual reimbursement costs, as approved by the Owner, based on the original Contract Amount and the original amount reimbursed to the Contractor for bonds at the commencement of the Work. This cost of bonds shall be added to all credit amounts allowed by the Owner. For Change Orders paid under the Allowance Account, no additional bond cost will be allowed unless the Allowance Account is not included in the original Contract Amount. In this case, additional bond costs for these Change Orders will be considered.
- 9) Any claim for payment of Extra Work that is not covered by a Change Order or Work Order will be rejected by the Owner.

**B. Allowance Accounts**

- 1) Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)."
  - a. The Allowance Account (Contingency) can be used to reimburse the Contractor for 1) furnishing all labor, materials, equipment and services necessary for modifications or Extra Work required to complete the Project because of unforeseeable conditions and; 2) for performing construction changes required to resolve: Owner directed changes in the work, unforeseen conditions (if compensation for same is otherwise allowed under the contract), revised regulatory requirements, work required by any Authority Having Jurisdiction (if not required

due to errors or omissions of the Contractor), and for making final adjustment to estimated quantities shown on the Schedule of Values or amounts bid in the Bid Form to conform to actual quantities installed.

- b. Other Allowance Account(s) (Dedicated) may be used as specified in the Contract Documents to fund specific items of work at the sole discretion of the Owner. These dedicated allowance accounts shall be used only for the purposes approved pursuant to a written Work Order issued by the Owner or his authorized representative.
- 2) At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Schedule and the Schedule of Values and shall in all respects be integrated into the construction as a part of the Contract as awarded.
- 3) The Work Order for the required work will be issued by the Owner or Architect/Engineer upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Architect/Engineer and the Owner. If the Contractor and the Owner are unable to agree upon an amount of compensation or; if the nature of the work is such that a Unit Price or Lump Sum price is not economically practical or if the change work is deemed essential to the Project and actual conditions require work to be swiftly conducted to avoid or minimize delays, the Work Order may be issued to perform the work on a Force Account basis. In the event that an equitable adjustment for the said change work cannot be arrived at, either by mutual agreement or under the dispute provisions of the Contract Documents, the compensation hereunder will be the total compensation for this work.
- 4) No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- 5) The unexpended amounts under the allowance accounts shall remain with the Owner and the Contractor shall have no claim to the same.

C. Deletion or Addition of Work

- 1) In the event the Owner exercises its right to delete any portion(s) of the work contemplated herein, such deletion will be ordered, and the Contract Total Amount and Time may be adjusted as provided for in these Contract Documents by Change Order or by Work Order, as appropriate. The Contractor shall be reimbursed for any actual reasonable expenses incurred prior to the notice of deletion of work as a result of preparing to perform the work deleted. In the event of a dispute between Owner and Contractor as to the adjustment to the amount of time, the dispute shall be handled in accordance with these General Conditions.
- 2) Deleted Work - Lump Sum Bid Item(s): The Contractor shall credit the Owner for the reasonable value of the deleted work determined from the approved Schedule of Values, subject to approval by the Architect/Engineer. If the reasonable value of the deleted work cannot be readily ascertained from the Schedule of Values submitted in accordance with these General Conditions, or if requested by the Architect/Engineer, the Contractor shall supply all data required by the Architect/Engineer, including the actual agreements executed by the Contractor with the subcontractors and suppliers affected by the deleted work, to substantiate the amount of the credit to be given the Owner. The Contractor shall also submit for the Owner's approval a revised schedule of values reflecting the work remaining under the Contract following the deletion.

- 3) No payment(s) shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work.
- 4) In the event the Owner exercises its right to add to any portion of the work contemplated herein, such addition will be ordered, and the Contract Total Amount and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with the Contract Documents.

D. Not Used

E. Extra Work

- 1) Except as otherwise expressly provided above, all additional work ordered, work changed or work deleted shall be authorized by Work Order(s) or Change Order(s). All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified. The Change Order shall include, as a minimum:
  - a. Scope of work to be added, deleted, or modified;
  - b. Cost of work to be added, deleted, or modified;
  - c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted, or modified;
  - d. Full release of claims associated with the Contract through the date of the change order, or, if the Owner and Contractor cannot agree on entitlement to a claim, a

reservation of the specific claims at issue; such reservation must, to be effective: identify each specific claim reserved, the scope of the work, the maximum cost of the work associated with the claim, and the maximum number of days of Contract time requested.

The Work Order shall include, at a minimum:

- a. Scope of work to be added, deleted, or modified;
  - b. Cost of work to be added, deleted, or modified;
  - c. The Contract time extension required to perform the work to be added, deleted, or modified;
  - d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.
- 2) If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price for the Direct Costs for the performance of such work in accordance with this article. Indirect Costs for Work ordered, changed, or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.
  - a. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Change Order or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special equipment or machinery, which is made idle or inefficient by the Work ordered, changed, or deleted, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.
  - b. Costs of special equipment or machinery, not already mobilized on the site, approved by the Architect/Engineer, shall be calculated using the current issue of the Associated Equipment Distributors (AED) Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:
    - i. Between one (1) day and seven (7) days, use the daily rate.
    - ii. Between seven (7) days and 30 days, use the weekly rate.
    - iii. Greater than 30 days, use the monthly rate.
  - c. For less than one (1) day hourly rates, use the daily rate divided by eight (8).
  - d. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by 40, or the monthly rate divided by 176 as appropriate.
  - e. Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by 176, per hour that the

Special Equipment and Machinery is in use on the work plus any required re-mobilization.

- f. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of 45 days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.
- g. Rental for special equipment and machinery, not already mobilized to the site, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributors' (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the work plus any required mobilization. Payment for special equipment and machinery already mobilized to the site shall not exceed the monthly rate stated in the AED standards divided by 176 to establish a per hour rate that the special equipment and machinery is in use on the Work, plus any required re-mobilization.
- h. For indirect costs, the Contractor shall be allowed a percentage mark-up as set forth in paragraph (6) above...

F. Differing Site Conditions

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

G. Force Account

- 1) If the Owner and the Contractor cannot reach agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the Extra Work will be performed on a Force Account basis as directed by the Architect/Engineer and paid for subject to the maximum markups specified in this Contract for changes in the work.
- 2) In the event Extra Work is performed on a Force Account basis, then the Contractor and the subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities, labor and the use of authorized Special Equipment or Machinery. Copies of such records, maintained as follows, shall be furnished to the Architect/Engineer daily for approval, subject to audit.
  - a. Comparison of Record: The Contractor, including its subcontractor(s) of any tier performing the work, and the Architect/Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor, the subcontractor performing the work, and the Architect/Engineer or their duly authorized representatives.
  - b. Statement: No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
    - i. Name, classification, date, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.
    - ii. Designation, dates, daily hours, total hours, rental rate, and extension of each unit of special machinery and equipment.
    - iii. Quantities of materials, prices, and extensions.
    - iv. Transportation of materials.

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

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

machinery is required to be used on the force account work(s). Special equipment or machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this section of the Contract.

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

END OF ARTICLE



## 11. CLAIMS AND DISPUTES

### A. Notice of Claims

- 1) The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Owner, the happening of any event or occurrence, or any other cause, unless he shall have given the Architect/Engineer a written notice of claim therefore as specified in this article.
- 2) The Contractor shall provide immediate verbal notification with written confirmation within 48 hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.
- 3) It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Architect/Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 4) The notice requirements of this article are in addition to those required in other articles of these Contract Documents.
- 5) The Contractor shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the Contractor has multiple claims, the Contractor will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the Owner's rejection of the claim. No "total cost claims" shall be allowed under this Contract.
- 6) The Contractor must maintain a cost accounting system as a condition for making a claim against the Owner. The cost accounting system must segregate the costs of the work under the Contract (non-claims-related) from claims-related and other Contractor costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.
- 7) If the Owner decides to pay all or part of a claim for which notice was not timely made, the Owner does not waive the right to enforce the notice requirements in connection with any other claim.
- 8) Inasmuch as the notice of claim requirements of this article are intended to enable the Architect/Engineer to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Owner. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Contractor submits with his claim proof showing that the Owner has not been prejudiced by the Contractor's failure to so comply and, in the event the Owner has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Owner will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

B. Claim Submittals

- 1) Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Owner to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment, or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.
- 2) The Owner will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Architect/Engineer, such further information and details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.
- 3) Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.
- 4) Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:
  - a. The claim is made in good faith;
  - b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;
  - c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Owner; and
  - d. The certifying person is duly authorized by the claimant to certify the claim.
- 5) In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Owner, submit, in triplicate, the following information (schedule information shall be provided in electronic format with all logic visible):
  - a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
  - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
  - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
  - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule

shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.

- e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
- f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
- g. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs: 1) home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor; 2) loss of anticipated profits on this or any other project, 3) loss of bonding capacity or capability; 4) losses due to other projects not bid upon; 5) loss of business opportunities; 6) loss of productivity on this or any other project; 7) loss of interest income on funds not paid; 8) costs to prepare, negotiate or prosecute claims and 9) costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).
- h. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- i. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material, and equipment costs etc. These costs shall be broken down by pay item and Construction Specification Institute (CSI) Division.
- j. The documentation for budgeted cost shall, as a minimum, include:
  - i. Copies of all the Contractor's bid documents, bid quotes, faxed quotes, emailed quotes etc.
  - ii. Copies of all executed subcontracts.
  - iii. Other related budget documents as requested by the Architect/Engineer.
- k. The documentation for actual cost shall, as a minimum, include:
  - i. Time Sheets.
  - ii. Materials invoices
  - iii. Equipment invoices
  - iv. Subcontractors' payments
  - v. Other related documents as required by the Architect/Engineer.

1. The Contractor shall make all his books, employees, work sites and records available to the Owner or its representatives for inspection and audit.
- 6) No payment shall be made to the Contractor by the Owner for loss of anticipated profit(s) from any deleted work. Contractor shall not be entitled to any compensation for loss of efficiency, loss of productivity, disruption, loss of opportunity, or other similar indirect costs except via entitlement to Liquidated Indirect Damages as provided for herein. As indicated above, the Architect/Engineer and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within 60 days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Owner shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.
- 7) Failure of the Contractor to make a specific reservation of rights in the form provided for above regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required, and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be further limited or waived by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

C. Disputes

- 1) The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Owner to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the individual department in the Special Provisions and, if utilized, shall supersede this dispute provision.
  - a. In the event the Contractor and Owner are unable to resolve their differences concerning any determination made by the Architect/Engineer or Owner on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or Owner may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
  - b. For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the OOM.

Decisions rendered by the Department Director or OOM designee shall not be binding but shall be admissible in a court of competent jurisdiction.

- c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and Owner to file written submissions stating their respective positions and the basis, therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact, and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.
- d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.
- e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim all of which shall be a criterion in determining the sufficiency and validity of a claim.
- f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial

proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims. As indicated previously, the decision of the Department Director or OOM designee is not binding on the parties but will be admissible in a court of competent jurisdiction.

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

#### D. Terminations

##### 1) Termination for Convenience

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

- c. In the event of termination under this article, the Contractor shall not be entitled to any anticipated profits for any work not performed due to such termination.
- d. In the event of termination under this article, the Owner does not waive or void any credits otherwise due the Owner at the time of termination, including Liquidated Damages, and back charges for defective or deficient work.
- e. Upon termination as indicated above, the Field Representative shall prepare a certificate for Final Payment to the Contractor.

## 2) Termination for Default of Contractor

- a. The Contract may be terminated in whole or, from time to time in part, by the Owner for failure of the Contractor to comply with any requirements of the Contract Documents including but not limited to:
  - i. Failure to perform the work or failure to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the Contract, and the approved Schedule, or
  - ii. Failure to provide the Schedule for the Project by the date due, or
  - iii. Failure to provide adequate shop drawings by the dates indicated in the approved Schedule for the Project, or
  - iv. Failure to replace the superintendent in the time allotted, if required, or
  - v. Performing the work unsuitably or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, after written directions from the Field Representative, or
  - vi. Violating the terms of the Contract or performing work in bad faith, or
  - vii. Discontinuing the prosecution of the work, or
  - viii. Failure to resume work which has been discontinued within a reasonable time after notice to do so, or
  - ix. Abandonment of the Contract, or
  - x. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or failure to maintain a qualifier, or
  - xi. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) days, or
  - xii. Making an assignment for the benefit of creditors, or
  - xiii. For any other cause whatsoever, fails to carry out the work in an acceptable manner or to comply with any other Contract requirement.
- b. Before the Contract is terminated, the Contractor and its Surety will be notified in writing by the Architect/Engineer or the Field Representative of the conditions which make termination of the Contract imminent (Notice to Cure). The Contract may be terminated by the Owner ten (10) days after said notice has been given to the Contractor and its Surety unless a satisfactory effort acceptable to the Owner has been made by the Contractor or its Surety to correct the conditions. If the Contractor

fails to satisfactorily correct the conditions giving rise to the termination, the Owner may declare the Contract breached and send a written Notice of Termination to the Contractor and its Surety.

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

### 3) Termination for National Emergencies

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



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

#### 4) Implementation of Termination

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

thereto. The Contractor shall also take such action as may be necessary, or as the Architect/Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest;

- viii. Complete performance of each part of the work not terminated by the Notice of Termination;
- ix. Use his best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner, property of the types referred to above; provided, however, that the Contractor a) shall not be required to extend credit to any purchaser, and b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;
- x. Termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve its Surety of its obligation for and concerning any just claim arising out of the work performed;
- xi. In arriving at the amount due the Contractor under this article, there will be deducted, (1) any claim which the Owner may have against the Contractor in connection with this Contract and (2) the agreed price for, or the proceeds of sale of materials, supplies or other items acquired by the Contractor or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the Owner.

5) Suspension of Work

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

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

END OF ARTICLE

## 12. MISCELLANEOUS PROVISIONS

### A. Third-Party Beneficiary

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

### B. Venue

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

### C. Governing Laws

- 1) The Contractor shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, and Miami-Dade County including, but not limited to, the Florida Building Code and Florida Fire Prevention Code.
- 2) Sustainable Buildings Program; Chapter 119 of the Florida Statutes regarding public records laws; the State of Florida and the County's Prompt Payment laws as set forth in Sections 2-8.1.4 and 10-33.02 of the County's ordinances; the County's Inspector General requirements as set forth herein; the County's Art in Public Places requirements as set forth herein; and provide the requisite bonding in accordance with Section 255.05 of the Florida Statutes, as well as the insurance requirements set forth in this Agreement
- 3) In addition, the Contractor agrees to abide by all federal, state, and local procedures, as may be amended from time to time, regarding how documents that the Contractor has access to, are handled, copied, and distributed, particularly documents that contain sensitive security information.

### D. Successors and Assigns

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

E. Written Notice

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

F. Indemnification

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

G. Audit Rights

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

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

## 2) Inspector General

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

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

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

#### H. Severability

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

I. Payment and Performance Bond

- 1) A single instrument Payment and Performance Bond, satisfactory to the Owner, for twice the penal sum (no less than 100 percent of the total maximum contract amount for payment-related issues and 100 percent of the total maximum contract amount for performance-related issues), shall be required of the Contractor.
  - a. The bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

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

- 2) On Contract amounts of \$500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
  - a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.
  - b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
  - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

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

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



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

J. Insurance

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

K. Conflict of Interest

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

L. Rights in Shop Drawings

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

M. Patent and Copyright

- 1) If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the Field Representative, and the Architect/Engineer from any and all claims for

infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

- 2) The Contractor shall warrant that the materials, equipment, or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. The Contractor shall defend, or may settle, at his expense, any suit or proceeding against the Owner or the Architect/Engineer so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay all damages and costs awarded therein against the Owner or the Architect/Engineer due to such breach. The Contractor shall report to the Architect/Engineer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Owner when requested, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.
- 3) The Contractor shall bear all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. In such case materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, the Contractor, at his expense shall:
  - a. Secure for the Owner the right to continue using said materials, equipment, devices, or processes by suspension of the injunction or by procuring a license or licenses; or
  - b. Replace such materials, equipment, devices or processes with non-infringing materials, equipment, devices, or processes; or
  - c. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices, or processes and refund the sum paid therefore without prejudice to any other rights of the Owner.
- 4) The preceding paragraph shall not apply to any materials, equipment or devices, specified by the Owner or the Architect/Engineer or manufactured to the design of the Owner or the Architect/Engineer or in accordance with the details contained in the Contract Documents; and as to any such materials, equipment or devices the Contractor assumes no liability whatsoever for patent or copyright infringement and the Owner will hold the Contractor harmless against any infringement claims arising therefrom.
- 5) Patent rights to patentable invention, item or ideas of every kind or nature arising out of the Work, as well as information, designs, specifications, know-how, data and findings shall be made available to the Government for public use, unless the Owner shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.
- 6) The sense of this article shall be included in all subcontracts. The foregoing states the entire liability of the Contractor for patent or copy infringement by use of said materials, equipment, or devices.

N. The Contractor shall be responsible for acknowledging the County's Recycling Programs when hauling materials that meets the requirement for a commercial business establishment. Please contact the Department of Solid Waste Management at [dswm@miamidade.gov](mailto:dswm@miamidade.gov) or visit [www.earth911.com](http://www.earth911.com) to search for recycling or disposal options and locations.

O. Historical, Scientific and Archaeological Discoveries

All articles of historical, scientific, or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved and reported immediately to the Architect/Engineer. Further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the Owner.

P. Use of Owner's Name in Contractor Advertising or Public Relations

The Owner reserves the right to review and approve Owner-related copy prior to publication. The Contractor shall not allow Owner-related copy to be published in Contractor's advertisement or public relations programs until submitting the Owner-related copy and receiving prior approval from the Owner. The Contractor shall agree that published information on the Owner or the Owner's program shall be factual and in no way imply that the Owner endorses the Contractor's firm, service or product. The Contractor shall insert the substance of this provision, including this sentence, in each subcontract and supply Contract or purchase order.

Q. Accounts Receivable Adjustments

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

R. User Access Program (UAP)

Pursuant to Miami-Dade County Code Section 2-8.10. User Access Program in County Purchases this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

1) Not Used

S. Employ Miami-Dade Program

In order to promote Employ Miami-Dade Program, pursuant to Administrative Order 3-63, and except where federal or state laws or regulations mandate to the contrary, all County construction contracts shall include notification to the Contractor regarding the use of the Employ Miami-Dade Register, the minimum number of participants on the contract, and details regarding the County's

evaluation of the Contractor's efforts to promote this legislation by using participants on the contract,

which will be used as part of the responsibility review for consideration on new County contract awards. The provision of this legislation shall apply to County contracts valued in excess of \$1,000,000 for the construction, demolition, or alteration/repair of public buildings or public works projects, funded completely or partially by Miami-Dade County.

T. Public Records and Contracts for Services Performed on Behalf of Miami-Dade County

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement. **If the contractor has questions regarding the application of Chapter 119, F.S. to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via phone at (305) 375-5773, or via email at [isd-vss@miamidade.gov](mailto:isd-vss@miamidade.gov). Offices are located at 111 NW 1st Street, Suite 1300, Miami, FL 33128.**

END OF ARTICLE

### 13. APPLICABLE LEGISLATION

Contractors and subcontractors are required to abide by all applicable federal, state, and local laws and ordinances, as they may be amended from time to time. Applicable local laws and ordinances include, but are not limited to, the following:

#### A. Resolutions

<http://www.miamidade.gov/govaction/searchleg.asp>

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County
- R-894-05 - Independent Private Sector Inspector General (IPSIG) Services
- R-183-00 - Family Leave Requirements
- R-185-00 - Domestic Violence Leave
- R-1386-09 - Community Small Business Development Program; directing County Mayor to include additional subcontractor provisions in all future contracts, where applicable unless waived by the Board of County Commissioners
- R-63-14 - Contractor Due Diligence

#### B. Administrative Orders

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

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

#### C. Implementing Orders

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

- 3-9 - Accounts Receivables Adjustments
- 3-21 - Bid Protest Procedure

D. Code of Miami-Dade County:

- [https://library.municode.com/fl/miami\\_-\\_dade\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)Section 2-1 Rule 5.09 Statement of consideration of impact of sea level rise.
- Section 2-1076 - Office of the Inspector General
- Section 2-2113 First Source Hiring Referral Program
- Section 2-8.1 - Contracts and Purchases
- Sections 2-8.1.1 Bids from related parties and bid collusion for the purchase of goods and services, leases, permits, concessions, and management agreements.
- Section 2-8.1(d) Disclosure required of contractors and entities transacting business with Miami-Dade County.
- Section 2-8.1(f) Listing of subcontractors required
- Section 2-8.2.6.1 Buy American Iron and Steel Products
- Section 2-8.2.6.2 Cybersecurity and Information Technology
- Section 2-8.2.7 Economic Stimulus Ordinance
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting Practices Section 2-8.8(4) Reporting of subcontracting policies procedures and payments
- Section 2-8.10. - User Access Program in County Purchases.
- Section 2-10.4.01 Small Business Enterprise – Architecture & Engineering Program
- Section 2-10.33.02 Small Business Enterprise – Construction Program
- Section 2-10.7 Sales Tax Exemption Program
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2-11.1 (i)-(r) Financial Disclosure
- Section 2-11.16.1 Construction Contract Fee for Affordable Housing
- Section 2-1076 Office of the Inspector General
- Section 9-71 through 9-75 Sustainable Building Program
- Section 10-34 - Listing of Subcontractors Required
- Section 11A-38 through 11A-52 Discrimination
- Section 21-255 through 21-266 False Claims Ordinance

END OF ARTICLE



## **SECTION 14**

### **SPECIAL PROVISIONS TO BE ATTACHED**

**SPECIAL PROVISIONS**  
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## **SPECIAL PROVISIONS**

### **1.1 GENERAL CONDITIONS**

- A. These Supplementary Conditions amend or supplement the Standard Construction General Contract Conditions, and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. All requirements of the Contract Documents, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect. The Standard Construction General Contract and Plan may also be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 (General Requirements) of the Contract Specifications.
- B. The terms Architect; Engineer; Owner Representative, and Consultant are interchangeably utilized through the Construction Contract language and shall have the same meaning unless otherwise specifically stated.
- C. The terms MIAMI-DADE COUNTY (MDC); OWNER; COUNTY; MIAMI-DADE PUBLIC LIBRARY SYSTEM; MDPLS; BCC, and the Board; are interchangeably utilized through the Contract Documents language and shall have the same meaning unless otherwise specifically stated.

### **1.2 SCOPE OF WORK**

- A. Work required may include, but is not limited to the following trades: Masonry, Carpentry, Electrical, and Plumbing.
- B. The Contractor must obtain and submit copies of all permits to the Owner's Representative prior to performing any work.
- C. The Contractor shall review all documents, specifications, plans, and scope of work provided by the Owner for work to be completed. Contractor must furnish all labor, equipment, and materials required to comply with the intent of the Work described in the contract documents including but not limited to: the renovation of the LIBRARY.

The CONTRACTOR shall protect all existing components: walkways, existing trees, benches and other existing site furnishings including perimeter fence, if applicable. The CONTRACTOR shall perform the WORK complete, in place, tested, and ready for continuous occupancy, and shall include repairs, replacements, and restoration required as a result of damages caused during the construction. CONTRACTOR shall furnish all labor, materials, equipment, services, and incidentals to complete all work required by these contract documents and as can be inferred and necessary for the proper completion of the WORK, whether specifically indicated in the contract documents or not.

The Miami-Dade Public Library System (MDPLS) renovation scope for the existing South Dade Regional Library located at 10750 SW 211th ST, Cutler Bay, FL 33189 will follow LEED prescriptive path maximum measures. The construction is to be performed in accordance with the Construction Documents and Specifications prepared by Forbes Architects for MDPLS. The work consists of the comprehensive renovation of the interior of the existing multi-story library building of approximately 48,000 square feet of air-conditioned space includes, but is not limited to, the removing all the interior finishes, devices, accessories, disposing of any remaining furniture or equipment, relocating and reconfiguring the space with new partitions, removing the lobby interior stairway, creating a new open lobby stairwell, creating an opening in the existing second floor slab to create a double height area in the main reading room, removing and replacing plumbing fixtures with water efficient fixtures, new burglar alarm, new fire alarm devices, new lighting control system that integrates with the existing BMS system, new electrical and lighting fixtures and equipment, and HVAC grilles and ducts, all new data conduit and/or wiring and new electrical outlets, adding a new passport office, a new "Catio" space for use by the Animal Services Department, upgrading the existing infrastructure to create new state of the art audio/visual system with paging systems and presentation systems in the auditorium and the new multi-purpose room, installing conduit, backer boxes and the like for future

security and Wi-Fi systems, adding a sensory friendly room and upgrading all finishes (i.e. ceilings, paint, flooring, accessories, fixtures, etc.) throughout the library.

The selected Contractor shall hire an experienced low voltage/media professional (Integrator) that will assist MDPLS in identifying all required equipment proposed for the project including the basic categories of: a) structured cabling systems, b) security systems, and c) audio/visual systems. Including, but not limited to, providing all drawings, specifications and contract administration required to design and build the project's low voltage and audio/visual system. The Integrator shall design and coordinate with all County agencies to determine the requirements and use of County preferred equipment. The Integrator shall coordinate with MDPLS' IT department to review proposed systems and verify compliance with their standards, maintenance requirements and compatibility with County software systems.

The selected Contractor shall be responsible for completing the project in accordance with the complete contract construction documents and specifications as necessary to obtain all approvals by any/all authorities having jurisdiction over the project, including but not limited to the Town of Cutler Bay and all Miami-Dade County or other permitting agencies. The project must be constructed to meet or exceed applicable building codes, County and Town of Cutler Bay Ordinances, and work with modern technological standards for library facilities. They will facilitate the project in an efficient and cooperative manner with MDPLS and MDPLS' design professionals. They will provide construction services through the completion of the project and include systems commissioning and warranty/close out periods. The required work will result in a complete fully functional and operational Regional Library facility with all new interior spaces that will serve the public safely, in a modern, clean and efficient manner while allowing for the use of modern library technologies throughout the building.

The Contractor shall be responsible for the replacement of the existing air-cooled chiller and upgrade the chiller plant to comply with the new flood criteria as an alternate .

All books and furniture will be removed by MDPLS. However, any furniture left inside the existing building the contractor will be responsible for removing and disposing of it accordingly. All costs associated with this work are part of the contract.

- D. It is the responsibility of the Contractor to verify all pricing and to modify any adjustment factors according to inflation or material cost fluctuations prior to submitting a final Base Bid price. Failure to honor pricing could impact the ability of the firm to receive County business in the future as it will become a responsibility issue in future evaluations.
- E. The Contractor is hereby advised that all approved permits are based on the Contract Documents and considered an essential part of the Contract Documents. In addition to compliance with the **Standard Construction General Contract Conditions**, Volume(s), Specifications and Drawings and this contract is conditioned upon compliance with all permits.

## SPECIAL PROVISIONS

### 1.3 CLARIFICATIONS/CHANGES/CONDITIONS

- A. Pursuant to Article 1. (Definitions) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:
- a. The Contract Time for this contract is defined as (emphasis added): “The number of days allowed for completion of the Work commencing with the effective date of Notice to Proceed and **ending with the date of Substantial Completion**, including completion of punch list items, as determined by the Owner or the Owner’s designee. The Contract Time will be stipulated in the Contract Documents unless extended by a Change Order or by a Work Order.”
  - b. Under the definition of Direct Costs “recoverable by the Contractor as a result of changes in the Work”, the Employer’s Payroll Burden is limited to a maximum of 32%.
  - c. Contract Coordinator: The person or persons designated by the Department Director to act on his/her behalf during the advertisement/solicitation/bidding and award phase of the contract within the limits of their respective authorization.
  - d. Record Documents: A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals, samples, As-Built Documents, etc. annotated to show all changes made during the construction process.
  - e. Close-out Documents/Parts: A complete set of all maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate Certificate of Occupancy.
- B. Pursuant to Article 3. (Architect/Engineer/Field Representative) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:
- a. 3K: The **Field Representative and/or Architect/Engineer** will administer the Contract and orders of the Owner may be given through the Field Representative and/or Architect/Engineer. The Field Representative and/or Architect/Engineer shall make initial determinations as to the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract, subject to review and approval by the Owner.
  - b. 3.O: The **Field Representative and/or Architect/Engineer** is authorized to negotiate and act on behalf of the Owner subject to review and final approval by the Owner.
  - c. 3.T: When applicable, the **Field Representative and/or Architect/Engineer** shall initially decide all questions relating to the rights of different prime contractors on the Project or site subject to review and final approval by the Owner.
  - d. Additionally, notice is hereby given that the Owner has contracted with (**Forbes Architects.**) to act as the **Field Representative and/or Architect/Engineer** during the management of the Work under this Contract. The **Field Representative and/or Architect/Engineer**

## SPECIAL PROVISIONS

will have authority to act on behalf of the County to the extent provided in the Contract. This does not exclude the Owner from issuing directives to the Contractor, when necessary.

- C. Pursuant to Article 7. (Prosecution of the Work) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:
- a. A.12: No physical horizontal or vertical controls will be provided for this Contract. All controls shall be the responsibility of the Contractor. The Contractor shall be responsible for all Surveying & Layout work required.
  - b. A.12.a: No physical horizontal or vertical controls will be provided for this Contract. All controls shall be the responsibility of the Contractor. The Contractor shall be responsible for all Surveying & Layout work required.
  - c. A.12.b: Contractor is hereby advised that the Field Representative and/or Architect/Engineer and not the Contractor shall be responsible for generating and distributing meeting minutes for all meetings.
  - d. D6: The Contractor shall obtain and deliver to the **Field Representative and/or Architect/Engineer** such Certificate(s) of Occupancy or Certificate(s) of Completion as required by the Florida Building Code and/or authority having jurisdiction as a condition precedent to Substantial Completion.
  - e. K.1: In an emergency affecting the safety of life, the Work, or adjacent property, the Contractor shall notify the Owner, **Field Representative and/or Architect/Engineer** as early as possible that an emergency exists. In the meantime, without special instruction as to the manner of dealing with the emergency, the Contractor shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Owner, **Field Representative and/or Architect/Engineer** may issue instructions, which the Contractor shall follow. Contractor shall present any claims for compensation for emergency work under this section as claims for Extra Work; however, the Contractor shall not be entitled to claim Extra Work for if the Contractor cause or contribute to the occurrence of the emergency via its actions or omissions.
  - f. F.3: The daily amount of Liquidated Indirect Costs for this Contract will be calculated by dividing the total amount in the Contractor's approved Schedule of Values for General Requirements by the Contract duration (in days) to come up with the potential maximum rate/day. To this rate the Owner is entitled to apply deductions for any general conditions costs no longer applicable during the time the Compensable Delay took place (i.e. temporary facilities originally required but no longer in place, protection measures already removed, etc.). The Owner is also entitled to deduct from this formula any general conditions costs directly paid by the Owner during the execution of the Project (i.e. extension of Contractor's insurance policies, etc.). The potential maximum rate/day calculated in accordance with the aforesaid formula will be stated in the Notice-to-Proceed, however, this potential amount shall not constitute the actual amount. The actual amount will be calculated based on this formula minus any applicable deductions as stipulated above.
- D. Pursuant to Article 8. (Contract Time - A) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:
- a. After receiving the official permit set of drawings (the construction drawings used by the Owner to apply to the regulatory agencies for the necessary permits), the Contractor must perform a careful and detailed review of the official permit set vs. the bid set (the set of drawings used by the Owner during

### **SPECIAL PROVISIONS**

the solicitation and award phase of the project), to identify any potential discrepancies between the two sets, and timely bring any such discrepancies to the attention of the Owner's Representative, and the Owner and seek and obtain pertinent clarifications before proceeding with any work. Failure to do so will constitute a waiver of any additional costs or damages resulting from having to correct non-conforming work.

E. NOT USED



## **SPECIAL PROVISIONS**

- F. Pursuant to Article 10. (Changes -A8) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:
- a. The Contractor shall include as part of his Bid price all bonding costs for the total original Contract Amount. These costs will not be reimbursed. Please refer also to ARTICLE 12 – MISCELLANEOUS PROVISIONS I.6 which states: “The cost of the Bonds shall be included in the Bid.”
  - b. The original Contract Amount equals the base bid, plus the applicable Owner’s allowances -including applicable shares for alternates when applicable-).
  - c. For Work Orders paid under the Allowance(s) Account(s), no additional bond mark-ups will be allowed (since the cost was already included and paid for).
  - d. For approved Change Orders increasing the original Contract Amount, additional bond costs will be considered.
- G. Pursuant to Article 12. (Miscellaneous Provisions -E2) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:
- a. Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at, or sent by registered or certified mail to:  
  
Lisa Thompson  
Capital Programs  
Director  
Miami-Dade Public Library System  
101 West Flagler Street  
Miami, Florida 33130
- H. Contractor shall be responsible to verify quantities of all materials required to complete all phases of the Work. Unless otherwise specified, quantities listed within plans shall be assumed as approximate values. The Contractor shall be responsible for all quantity adjustments required to complete all work within plans.
- I. Contractor shall immediately notify the Owner, in writing, of any questions, or any observed variations or discrepancies between the contract documents, plans, site drawings and or any applicable codes or ordinances. All correspondence pertaining to these notifications shall be directed to the Contract Coordinator within fourteen (14) calendar days prior to bid submittal deadline date and time.
- J. The Contractor shall be responsible for furnishing all temporary utilities as required to complete all Work, this shall include, but is not limited to, electric, water, phone, toilet facilities, etc. Owner will not provide any temporary utility services for the Contractor’s use.
- K. The Contractor shall be responsible to maintain ADA Compliant accessible route for the Library patrons during construction. If so required, the Contractor shall be responsible for providing a temporary accessible route for the Library patrons, at no additional cost to Owner. Contractor shall provide the Owner details of the temporary ADA Compliant accessible route for approval prior to implementation.
- L. The Contractor shall include all construction administration services and related costs required for all permits and preparation of all required shop drawings, review, field inspections, as-built drawings, change order

## SPECIAL PROVISIONS

review, closeout documents and engineering certificates as required by any other governmental authorities having jurisdiction.

- M. The Contractor is responsible for listing appropriate subcontractors required to complete all areas of work required; please refer to **Form 00466** included within Volume 1 of this project.
- N. The Contractor must be responsible for all MOT (Maintenance of Traffic) as required under this project, including both on-site and off-site as it applies. Inclusive of MOT plans, traffic studies, and/or any other requirement needed to obtain related permits.
- O. The Contractor must be responsible for all dewatering if required. When dewatering is required, all necessary permits associated with dewatering shall be the responsibility of the Contractor as well.
- P. All existing finishes and areas disturbed by the Contractor will be repaired and/or replaced to their original condition as directed by the Owner.
- Q. Trash and accumulated construction debris shall be removed from jobsite on a daily basis. Action by Owner due to failure by the Contractor to comply shall result in deduction of expenses incurred by Owner from contract balance.

### 1.4 CERTIFICATE OF COMPETENCY

- A. General Contractor, Building Contractor or General Engineer shall serve as the prime contractor on the Construction Contract. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be considered in evaluating the Bid received for this solicitation.
- B. Proof of Certificate(s) must be provided upon request at any time during bid evaluation or contract period.
- C. All subcontractors proposed by the Contractor must hold valid Certificates of Competency in their work specialties before the work is commenced, as required by Section 10 of the Code of Miami-Dade County, Florida.

### 1.5 ALTERNATES

- A. The Contractor shall be responsible for the replacement of the existing air-cooled chiller and upgrade the chiller plant to comply with the new flood criteria as an alternate in the bid form.

### 1.6 INDEX OF DRAWINGS AND SPECIFICATIONS

- A. Work will be as per plans provided by Owner, labeled: **SOUTH DADE REGIONAL LIBRARY INTERIOR RENOVATIONS** with sheets numbered as identified below:

#### PLANS

##### **Architectural**

- i General Notes, Location Map, Key Plan
- D-1 Demolition Plan First Floor
- D-2 Demolition Plan Second Floor
- LS-1 Life Safety Plan First Floor
- LS-2 Life Safety Plan Second Floor
- A-1 First Floor Plan
- A-2 Second Floor Plan
- A-3 First Floor RCP

- A-4 Second Floor RCP
- A-5 Grandstand Enlargement & Details
- A-6 Sensory Room Enlargement & Details
- A-7 Story Telling Enlargement & Details
- A-8 YouMedia Enlargement & Details
- A-9 Window Schedule & Elevations
- A-9.1 Window Elevations
- A-10 Door Schedule

- A-11 Finish Schedule
- A-12 Restrooms Enlargement
- A-13 Restrooms Enlargement
- A-14 Restrooms Enlargement
- A-15 Casework
- A-15.1 Casework
- A-16 Building Sections
- A-17 Building Sections
- A-18 Partition Types
- A-19 Details
- A-20 Details (New Sheet)
- A-21 Ceiling Details
- A-22 Front Elevation (New Sheet)
- A-23

### **Structural**

- S-00 General Notes and Drawing Index
- SD-01 Ground Floor Demolition Plan
- SD-02 Second Floor Demolition Plan
- S-01 Ground Floor Framing Plan
- S-02 Second Floor Framing Plan
- S-03 Sections
- S-04 Typical Details and Schedules

### **Plumbing**

- PD-1 Plumbing Demolition Plan First Floor
- PD-2 Plumbing Demolition Plan Second Floor
- P-0 Plumbing Legend, Details & Notes
- P-1 Plumbing First Floor Plan
- P-2 Plumbing Second Floor Plan
- P-3 Water Risers
- P-4 Sanitary Risers

### **Mechanical**

- M-1 Mechanical First Floor Plan
- M-2 Mechanical Second Floor Plan
- M-3 Mechanical General Notes & Schedules
- M-4 Mechanical Details
- M-5 Mechanical Controls

### **Electrical**

- E-0 Legend & Notes
- E-1 Electrical First Floor Plan
- E-2 Electrical Second Floor Plan
- E-3 Electrical First Floor RCP
- E-4 Electrical Second Floor RCP
- E-5 Enlarged Rooms
- E-6 Electrical Panel Schedules
- E-7 Electrical Panel Schedules
- E-8 Electrical Power Riser Diagram

- E-9 Lighting Control Diagram
- E-10 Lighting Control Details

### **Fire Alarm**

- FA-0 Fire Alarm Legend and Notes
- FA-1 Fire Alarm First Floor Plan
- FA-2 Fire Alarm Second Floor Plan

### **Fire Protection**

- FP-1 First Floor Fire Sprinkler Plan
- FP-2 Second Floor Fire Sprinkler Plan
- FP-3 Site Water Connection



## SPECIAL PROVISIONS

### REPORTS

- Asbestos Report
- Elevation Certificate

### EXHIBITS

- Exhibit 1 - Staging Area
- Exhibit 2 - Chiller Cutsheet
- Exhibit 3 – Pre-Bid Meeting Presentation

- B. Due to the possibility of typing errors or omissions, the above list shall not be considered as necessarily complete, nor shall the standard details which may be included elsewhere herein be considered as forming a complete listing of all standard details which may apply to this Project. The Contractor must perform all work shown on all sheets of the plans/drawings, as specified herein or necessary for a complete functional installation and no extra compensation will be made due to the omission or incorrect listing of a drawing in this section.

#### **1.7 APPLICABLE WAGE RATES (Not Applicable)**

#### **1.8 INSURANCE REQUIREMENTS**

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

The Contractor shall furnish **Miami-Dade Public Library System, 101 West Flagler St. Miami, FL 33130**, Certificate(s) of Insurance with coverages as outlined below:

- A. Worker's Compensation Insurance as required by Florida Statute 440 or any applicable law
- B. Commercial General Liability Insurance for \$1,000,000 each occurrence, \$2,000,000 aggregate. Products/completed operations. **Miami-Dade County must be included as additional insured for any and all work**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles for \$1,000,000 combined single limit.
- D. Umbrella providing excess coverage over underlying(s) B and C coverages for a minimum of \$3,000,000 each occurrence/aggregate. Terms to be not more restrictive than underlying coverages

- E. Renovations builders' risk for the total value of the project on a replacement cost basis. Coverage to include existing structures. All Risks or special perils including wind. Miami-Dade County must be included as named insured or loss payee
- F. Contractor's pollution liability \$1,000,000 each occurrence \$2,000,000 aggregate

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

Miami-Dade County reserves the right, upon reasonable notice, to request and examine the policies of insurance (including but not limited to policies, binders, amendments, exclusions or riders, etc)

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of the liability and obligation under these requirements or under any requirements of the Contract.

## **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

The cost of insurance will be paid to the Contractor in accordance with Article 9, "PROGRESS PAYMENTS" of the General Conditions.

Failure to comply with the insurance requirements listed in this section may result in the Owner's withholding or delaying payment to the Contractor.

### 1.9 PRE-BID MEETING AND PRE-BID SITE VISIT

- A. There will be a **NON-MANDATORY** Virtual Pre-Bid Meeting through Zoom for all prospective bidders.
- B. There is a mandatory requirement for an on-site inspection visit for all prospective bidders. To allow for flexibility, bidders will be allowed to visit the site during the following during library working hours, Monday to Thursday from 9:30am to 8pm, and Friday to Saturday from 9:30am to 6:00pm . Failure by a bidder to comply with the mandatory on-site inspection visit, and to submit the executed Mandatory On- Site Inspection/Visit form may deem the bidder non-responsive. Bids found to be non-responsive will not be considered for Award.
- C. Bidders shall be responsible for verifying all existing conditions and dimensions for exact coordination and/or extent of proposed work prior to submitting their pricing.

### 1.10 COMMENCEMENT

- A. TIME IS OF THE ESSENCE. The contract time for the work to be performed under this Contract shall commence on the effective date of the Notice-to-Proceed and be substantially completed and released to the Owner upon receipt of the "Certificate of Acceptance for Substantial Completion" within **Five Hundred and Forty-Eight (548)** calendar days after the effective date of said Notice-to-Proceed. The completion of all the remaining punch list items and Final Acceptance shall not exceed the mutually agreed upon date, but in no case exceed Thirty (30) calendar days after Substantial Completion. The Contractor shall schedule shop drawing preparation and approval, and subsequent fabrication and delivery to the site, of all necessary equipment and materials to comply with the following milestone dates:
  - 2. SHOP DRAWINGS SUBMITTAL: Unless otherwise required by the Contract Documents, the Contractor shall present a schedule of shop drawings to be submitted prior to the first request for payment, or no later than (14) calendar days after NTP, to be reviewed and approved by the Architect/Engineer and or the Owner.
  - 3. The contractor shall substantially complete all work within (548) calendar days after NTP. This shall include but is not limited to:
    - a. Complying with all permitting agencies having jurisdiction.
    - b. Providing a Certificate of Occupancy unless circumstances arise outside the contracts scope that prohibits such Certificates to be issued. I.E. (Utility connections).
    - c. Providing As-builts, and warranties
    - d. Completing all other contract obligations as required.

### 1.11 CONSTRUCTION SCHEDULE

Pursuant to Article 8. (Contract Time) of the SCGCC, the Contractor shall submit a comprehensive and detailed baseline schedule, referred to once accepted by the Owner as the Baseline Construction Schedule. Work performed prior to NTP shall not be allowed under this contract. FAILURE TO SUBMIT THE FOLLOWING WILL RESULT IN A WAIVER BY THE CONTRACTOR OF ANY CLAIMS FOR DELAYS THAT MAY HAVE OCCURRED PRIOR TO SUBMISSION OF THE CONSTRUCTION BASELINE SCHEDULE (AKA BASELINE CONSTRUCTION SCHEDULE) AND/OR PAYMENT DELAYS.:



## SPECIAL PROVISIONS

### A. Baseline Schedule:

This section covers the preparation of a schedule in the form of a bar chart to include Critical Path Method (CPM).

1. A bar chart CPM schedule shall be used by the Contractor to control the progress and time fixed for completion of this project. The Contractor shall implement this system. Prior to approval of the Baseline Construction Schedule the Contractor shall provide Owner with letters from all his/her subcontractors and suppliers indicating that they have reviewed the Contractor's schedule and concur with the sequence of events, activity duration and rates of production implied therein.
2. All work shall be done in accordance with the schedule and all costs incurred by the Contractor to correctly implement the schedule shall be borne by the Contractor and are part of his/her contract.
3. The schedule must be updated monthly and submitted with the Contractor's pay request. No payment will be made to the Contractor unless this monthly updated schedule and progress reports are submitted with the Contractor's pay request. Even if no invoice is submitted in a particular month, the Contractor shall submit monthly schedule updates and progress reports to the satisfaction of the Owner.

### B. Preparation of Baseline Construction Schedule:

1. When completed, the bar chart (CPM) diagram shall represent the Contractor's own plan for the project as well as the sequence of each operation and all the involved parties. It shall be the responsibility of the Contractor to ensure that all of the work is described by the diagram and that the diagram does correctly represent the sequence in which he/she plans to do his/her work and the time in which he/she expects to do it.
2. As a minimum, the final schedule will cover the following areas:
  - a. Shop drawing preparation, review, and approval,
  - b. Procurement of major equipment or material,
  - c. Permit acquisition activities,
  - d. Material samples,
  - e. Material delivery,
  - f. Important inspections,
  - g. Significant milestones,
  - h. All major work elements, as approved by the Architect/Engineer,
  - i. Punch list activities,
  - j. Rates of Production,
  - k. Others as needed...
3. The final Baseline Construction Schedule shall be printed in color on an 11" x 17" sheet suitable for reproduction. The Contractor will submit 3 color copies of this schedule.
4. A written narrative on separate 8 1/2" x 11" sheet(s) will be included with the Contractor's Baseline Construction Schedule. This narrative will describe the Contractor's general approach for performing the work and any additional or unusual requirements not clearly represented in the schedule including, but not limited to, equipment to be used and the time equipment is to be on-site, anticipated delivery dates for material and/or equipment, crews, and crew sizes, estimated quantities and rates of production. The narrative shall explain the basis for the Contractor's determination of duration for major work items and describe his/her approach for meeting the interim and final completion dates in his/her schedule. The narrative shall also address workdays per week, hours per shift, rain days, holidays, or any other non-work periods that the Contractor is assuming in the planning of the work. Activities that might be expedited using overtime or additional shifts shall be identified. Sequencing and other restraints such as manpower, material or equipment shall be identified and explained.

## **SPECIAL PROVISIONS**

5. When completed, the Baseline Construction Schedule shall be submitted to the Owner's Representative for approval. The Contractor shall incorporate the Owner's Representative schedule review comments within 10 days after receipt. The Owner and the Owner's Representative shall be the final authority in deciding the acceptability of the schedule. Upon approval by the Owner this shall become the Baseline Construction Schedule for the contract. No deviations from the Baseline Construction Schedule will be allowed without the approval of the Owner.
6. The Contractor shall identify all available float or slack time in his/her schedule in a format suitable to the Owner's Representative. Float or slack time is for the exclusive use or benefit of either the Contractor or the Owner. Float or slack time is considered "project float" as it is for the benefit of both parties. As such, it is not to be used exclusively by either party but is to be used by the party that needs it first. No more than 15% to 25% of the activities in the Contractor's schedule may be on or near the critical path. ("Near the critical path" is defined as any activity having float of 10 days or less).

### **C. Monthly Schedule Updates**

1. The Contractor shall submit monthly schedule updates to show progress, as applicable, on all activities in progress. Such progress shall be shown in a format suitable to the Owner's Representative and the Owner. Three (3), 11" x 17" copies of updated schedule shall be submitted by the Contractor.
2. The Contractor shall submit an updated narrative in the form of monthly progress reports in a format acceptable to the Owner's Representative and the Owner. Such reports shall include sections for describing "progress this period", planned progress for the next period", "problems and solutions" (including a listing of all delayed activities, the reasons for delay and proposed recovery actions) and "changes since last period". Any special concerns and or questions regarding the schedule should also be included in the progress reports. Information included in the updated narrative will not relieve the Contractor of the notice of requirements contained in the agreement. As applicable, signed material delivery tickets indicating when material was delivered on-site or to the fabrication plant will be provided with the narrative on a monthly basis.
3. The Contractor shall submit, on a weekly basis, a simplified two-week look-ahead bar chart (CPM) schedule showing all anticipated work schedule to take place during the next fourteen (14) calendar days. This two-week look-ahead schedule shall be based on the approved baseline schedule.

### **D. Scheduling and Pay Requests:**

1. The Contractor's pay request shall include an update of the Baseline Construction Schedule. Notice to Proceed shall not be issued, and the Contractor cannot submit monthly invoices without an approved Baseline Construction Schedule. Furthermore, no payment will be made to the Contractor unless the required updates are submitted with the pay request.

### **E. Daily Log (Report):**

1. The Contractor shall maintain a daily log (report) of activity at jobsite. Reports will be submitted to Owner. Daily reports shall be submitted to the Owner at the stipulated weekly progress meeting. FAILURE TO SUBMIT DAILY REPORTS AS STIPULATED ABOVE WILL RESULT IN PAYMENT DELAYS.

## **1.12 SCHEDULE OF VALUES:**

- A. Pursuant to Article 9. (Progress Payments) of the SCGCC, the Contractor shall submit a comprehensive and detailed Schedule of Values for Owner's and Owner Representative review. (FAILURE TO SUBMIT THE FOLLOWING WILL RESULT IN PAYMENT DELAYS.)

## SPECIAL PROVISIONS

- B. The schedule of values shall indicate a complete breakdown of labor and material of all categories of work on the project and shall include such items as building permit, mobilization, contract administration, supervision, etc. The Owner may require further breakdown after review of the Contractor submission. Each item of the detailed estimate shall include its proportionate share of overhead, profit and all other expenses involved. The quantities and unit prices shall be extended to show the total amount for each item of work and the summation of these amounts shall total in each case the exact amount of the lump sum bid price. Notice to Proceed shall not be issued, and the Contractor cannot submit monthly invoices without an approved Schedule of Values.

### 1.13 PROJECT MEETINGS:

A. In General:

1. The Contractor shall attend a pre-construction meeting within seven days prior to the Notice to Proceed (or as otherwise scheduled by the Owner), regularly scheduled progress meetings, and special meetings throughout the progress of the work, to which the Owner Representative and the Owner shall be invited. Contractor shall:
  - a) Prepare a list of subjects of interest to the Contractor for meetings.
  - b) Distribute written notice of special meetings and any change in regular meeting date at least four days in advance.
  - c) The Owner's Representative will set the scope and order of the agenda and will preside at the meetings.
  - d) Representative of Contractor, subcontractor and suppliers attending the meetings shall be qualified and authorized to act on behalf of the party each represents.

B. Pre-Construction Meeting:

1. Attendance
  - a) MDC's Representative.
  - b) Architect/Engineer.
  - c) Resident Project Representative (if any).
  - d) Contractor's Superintendent.
  - e) Major Subcontractors.
  - f) Major Suppliers.
  - g) Other, as appropriate.
2. Suggested List of Agenda:
  - a) Distribution and discussion of:
    - I. List of major subcontractors and suppliers.
    - II. Projected Construction Schedules.
  - b) Criteria work sequencing.
  - c) Major equipment deliveries and priorities.
  - d) Project Coordination:
    - I. Designation of responsible personnel
  - e) Procedures and processing of:
    - I. Field decisions.
    - II. Proposal Requests.
    - III. Submittals.
    - IV. d. Change Orders.
    - V. Requests for Information.
    - VI. Application for Payment.
  - f) Adequacy of distribution of Contract Documents
  - g) Procedures for maintaining Record Documents.
  - h) Use of Premises:
    - I. Office, work, and storage areas.
    - II. MDC's requirements.

## SPECIAL PROVISIONS

- i) Construction facilities, controls, and construction aids.
- j) Temporary utilities.
- k) Security procedures.

C. Regular Scheduled Meetings: Owner's Representative and Owner will schedule and administer **weekly** progress meetings throughout the duration of the Contract. Progress meetings shall be held at the job-site location or as directed by Owner. Attendants noted below shall cooperate with the Owner to ensure that this meeting is held on a timely manner.

1. Attendance:

- I. MDC's Representative
- II. Architect/Engineer.
- III. Resident Project Representative (if any).
- IV. General Contractor.
- V. Major Subcontractors.
- VI. Others as required.

2. Suggested Agenda:

- I. Review of work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of work.
- II. One of the progress meetings will be designated as a Monthly Requisition review meeting.

3. Meeting Minutes: Contractor is hereby advised that the Field Representative and/or Architect/Engineer and not the Contractor shall be responsible for generating and distributing meeting minutes for all meetings.

D. Special Meetings:

1. Attendance:

- I. MDC's Representative
- II. Architect/Engineer.
- III. Resident Project Representative (if any).
- IV. Contractor's Superintendent(s).
- V. Others as appropriate.

2. Suggested Agenda: To be set according to special meeting requirements.

### 1.14 ALLOWANCE ACCOUNTS

A. Payment to the Contractor under this item will only be made for work ordered in writing by the Owner. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payments and will remain with the Owner.

### 1.15 PERMITS

A. The Contractor is responsible for attaining ALL pertinent permits including but not limited to (Miami-Dade Building Department, Electrical, Plumbing, Miami-Dade Public Works, Miami-Dade Water and Sewer, DERM, Fire, FDEP, Historical Preservation, Florida Department of Health, South Florida Water Management, US Army Corps of Engineers, etc.) needed to begin and complete all phases of work within the plans and specifications:

## SPECIAL PROVISIONS

1. The Contractor is responsible to comply with all notification(s) and/or construction requirements contained within the following applications/permits (hereby incorporated by reference) at no additional cost to Owner:
  - i. RER Permit
    - RER Process Number M2023018283
  - ii. Town of Cutler Bay
    - Permit BCRA-07-23-00733
  - iii. Additional Permit Requirements as required.
    - Revision to Permit ( included in contract documents)
    - Chiller Replacement Permit to be provided.
- B. It shall be the Contractor's responsibility to ensure that all required regulatory or proprietary permits are obtained prior to commencement of work.
- C. The Contractor shall obtain/transfer all required permits and provide Owner with a copy within ten (10) days of receipt of dry-run plans, or from having received the permit(s) from the Owner for transfer.
- D. The Contractor is responsible for obtaining all permits required for the project and paying all required associated permitting fees. The Owner has established an Allowance Account for reimbursement only for permits directly issued to the Contractor (prime) and his/her trade Subcontractors (for their respective primary trade permits. i.e. electrical permit; mechanical; permit; plumbing permit; etc.). Bidders shall not include in their bid the cost for obtaining the "master" building permit (or master building permits if applicable), or the trade permits similar to those described above. Payment shall reimburse the Contractor for exclusively the cost of the required permits and not for any or all permit processing fees such as plan reviews fees; shop drawing review fees; re-inspection fees; or other similar typical costs reasonably quantifiable at the time of bid based on regulatory agencies established fees, or directly controlled/influenced by Contractor. Copies of all permits shall be submitted to the Owner prior to commencing work. Contractor is responsible for obtaining all permits and inspections required to complete project.

### 1.16 MATERIAL AND EQUIPMENT

- A. Material and Equipment Incorporated into the Work:
  1. Conform to applicable specifications and standards.
  2. Complete with size, make, type and quality specified, or as specifically accepted in writing by the Owner's Representative.
  3. Manufactured and Fabricated Products:
    - I. Design, fabricate and assemble in accord with best engineering and shop practices.
    - II. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
    - III. Two or more items of the same kind shall be identical, by the same manufacturer.
    - IV. Products shall be suitable for service conditions.
    - V. Equipment Capacities, size and dimensions shown or specified shall be adhered to unless variations are specifically accepted in writing.
- B. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

## SPECIAL PROVISIONS

C. Materials Containing Hazardous Substances:

1. The intent of the Contract Documents is to exclude all materials which contain known hazardous substances, including materials containing asbestos, polychlorinated biphenyl (PCB), or any other known substances determined to be a health hazard by the United States Environmental Protection Agency (EPA) and other recognized agencies. In studying the Contract Documents and at any time during execution of the Work, the Contractor shall at once report to the Owner Representative any materials containing hazardous substances that he may discover. Do not proceed with installation of materials containing known hazardous substances.
2. Where products are specified by product, by manufacturer, by reference standard or in descriptive manner without manufacturer's name, model number or trade name, Contractor shall select materials meeting specified requirements, which do not contain known hazardous substances in any form.
3. In making requests for substitutions, Contractor shall be responsible for determining that materials requested for substitution are free of known hazardous substances in any form.

D. Re-Use of Existing Material:

1. Except as specifically indicated or specified materials and equipment removed from the existing structure shall not be used in the completed work.
2. For material and equipment specifically indicated or specified to be re-used in the work:
  - I. Use special care in removal, handling, storage and reinstallation, to assure proper function in the completed work.
  - II. Arrange for transportation, storage, and handling of products, which require off-site storage, restoration, or renovation. Pay all costs for such work.

E. Manufacturer's Instructions: When contract documents require that installation of Work shall comply with manufacturer's printed instructions, obtain, and distribute copies of such instructions to parties involved in installation, including copies to the Owner Representative. Maintain one set of complete instructions at job site during installation and until completion.

F. Handle, Install, Connect, Clean, Condition, and Adjust: Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Owner Representative for further instruction.
2. Do not proceed with work without clear instructions.

G. Perform Work in Accordance to Manufacturer's Instructions: Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

H. Transportation and Handling: Arrange deliveries of products in accordance to construction schedules. Coordinate to avoid conflict with work and conditions at site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying label intact and legible.
2. Immediately on delivery, inspect shipments to ensure compliance with requirements of contract documents and acceptable submittals, and that products are properly protected and undamaged.

I. Provide Equipment and Personnel: Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

## **SPECIAL PROVISIONS**

- J. **Storage and Protection:** Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather tight enclosures.
  2. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- K. **Exterior Storage:**
1. Store fabricated products above the ground, on blocking or skids to prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
  2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- L. **Arrange Storage in a Manner to Provide Easy Access for Inspection:** Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- M. **Protection After Installation:** Provide substantial covering as necessary to protect installed products from damage from traffic and subsequent Construction operations. Remove when no longer needed.
- N. **Precedence of Interpretation:**
1. For products specified by description, as well as by reference standard and by name, the description shall take precedence in any conflict of product characteristics or qualities.
  2. For products specified by reference standard and by name, the reference standard shall take precedence in any conflict of product characteristics or qualities.
  3. "By name": Source, manufacturer, or manufacturer's brand name, with or without catalog, model, capacity, size, or finish numbers.
- O. **Contractor's Selection:**
1. For a product specified only by description, provide product conforming to that specified description, suitable for the use shown on the drawings.
  2. For a product specified only by reference standard, provide product conforming to that reference standard, suitable for the use shown on the drawings.
  3. For a product specified by one or more names and "or equivalent" or "or equal", Contractor shall either provide one of the named products or he shall submit a request for substitution for any product not named which he judges to be of equal or higher quality. Product to be approved by Owner Representative.
  4. For a product specified by one or more names, Contractor shall provide one of the named products. Any other product will be considered only if requested as a substitution and approved as such by Owner Representative.
  5. For a product specified by name and "no substitution", Contractor shall provide the product specified. No request for substitution will be considered.
- P. **Contractor's Representation:** A request for a substitution constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it is equivalent to or superior in all respects to that specified.
  2. Will provide same warranties or bond for substitution as for product specified.
  3. Will coordinate installation of an accepted substitution into the Work and make such other changes as may be required to make the Work complete in all respects.
  4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

### **1.17 LIQUIDATED DAMAGES**

## SPECIAL PROVISIONS

- A. Time is of the essence for this Contract. If the Contractor or, in case of his default, the Surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the Owner may have granted then the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty, but as liquidated damages, pursuant to amounts identified below. The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor. The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time including granted time extensions. In the case of a default of the Contract and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages under the Contract.
  
- B. The following liquidated damages rates have been determined based on the best information available at the time of bidding and represent a good faith effort by the Owner to quantify the damages that Owner will incur if the individual milestones in the Contract are not timely achieved. Therefore, in accordance with the SCGCC Article 8. (Contract Time, F-1), for failure to complete the work within the number of days stipulated in the Construction Contract, the Contractor and his/her sureties will be obligated to Liquidated Damages as follows:
  - 1. The sum of **\$1,400.00** per day for each day of delay, not as a penalty, but as Liquidated Damages for each day or fraction thereof of delay until Substantial Completion has been granted.
  - 2. If the punch list items are not completed within the time frame mutually agreed upon on the Certificate of Acceptance for Substantial Completion Form and in accordance with the Construction Contract; then the Contractor will be assessed Liquidated Damages.

### 1.18 COORDINATION

- A. Construction activities which will adversely impact or disrupt the Owner's ability to use the facility as intended throughout project duration including but not limited to restricting facility access or utilization of existing spaces, shall be coordinated with the Owner and the facility staff prior to execution to minimize any potential problems and/or hazards during all phases of construction process. **It is the Owner's intent to suspend library operations during the construction duration.** Contractor shall carefully coordinate the scheduling, sequencing of the work and protection of these areas to conform to this expressed intent.
  
- B. The Contractor's regular working hours shall be notified to the Owner. **If the project is delayed Contractor may be able to work Saturdays with prior approval from Owner.** Work may be performed outside of these days and times if Contractor notifies the Owner's management team in writing of the need/desire to work beyond regular work hours as follows: Written notification with a minimum of two (2) days' notice to work beyond the regular closing time and ten (3) days of notice to work during weekend hours.
  
- C. Meetings: In addition to specified progress meetings, the Contractor shall hold coordination meetings and pre-installation conferences with personnel and subcontractors to ensure coordination of Work.
  
- D. The Contractor must coordinate scheduling, submittals, and work of the various sections of the Special Conditions to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.



## **SPECIAL PROVISIONS**

- E. The Contractor must coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion of portions of Work designated for Owner partial occupancy.
- F. After Owner occupies premises, the Contractor must coordinate access to site by various sections or trades for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- G. The Contractor must assemble, and coordinate closeout submittals as specified in the Contract closeout procedures.

### **1.19 QUALITY ASSURANCE REQUIREMENTS**

- A. The Contractor shall clearly prescribe an effective Quality Assurance Plan in accordance with Industry Workmanship Standards (ISO 9000, ANSI 1.8 other approved Quality Program). The plan shall assure adequate quality throughout all areas of the contract. The Quality Assurance Plan shall ensure compliance with the requirements of the contract documents within the Contractor's, subcontractor's, and suppliers' organizations.
- B. Personnel performing quality functions shall have sufficient, well-defined responsibility, authority, and the organizational freedom to identify, evaluate quality problems and to initiate, recommend or provide solutions.
- C. Authority Verification: The contractor's Quality Assurance Plan shall be subject to the Owner Representative and/or the Owner/s verification at any time. Verification may include but no limited to:
  - 1. Surveillance of the operations.
  - 2. Auditing.
  - 3. Inspection to measure quality of items to ensure compliance with all requirements.
  - 4. Proper record keeping of activities affecting quality. These records shall be available for review. Records are considered one of the principal forms of objective evidence of quality.
- D. The responsibility for providing quality assurance disciplines for verifying the work is performed in accordance with the contract document rests with the Contractor. The Contractor's Quality Assurance Plan shall apply to the assurance of quality throughout all areas of contract performance as specified in this section.
- E. The contractor's Quality Assurance Plan shall be in accordance with this section and shall include at a minimum an organizational chart indicating lines of authority and reporting relationship including Quality Assurance personnel.
- F. Quality Assurance Plan:
  - 1. Three (3) copies of the Quality Assurance Plan shall be submitted to the Owner Representative for approval within thirty (30) calendar days after Notice to Proceed, for review and approval.
  - 2. All work undertaken by the Contractor before approval by Owner Representative of the Contractor's Quality Assurance Plan will be at the Contractor's risk and expense.
  - 3. Additional information may be required by the Owner Representative to assure the acceptability of the Contractor's Quality Assurance Plan.
- G. Hold Points: The Quality Assurance Plan shall include provisions for hold points for Owner Representative inspection using the Contractor's Quality Assurance Plan.
- H. Records for all tests, audits and inspections performed, including data on conforming as well as nonconforming items. The contractor at the job site shall always maintain calibration certification throughout the construction. The Owner's Representative reserves the right to inspect the records system as often as deemed necessary to ensure compliance.

## **SPECIAL PROVISIONS**

- I. **Nonconformance And Repair Action:** The Contractor shall be responsible for all costs associated with the removal of components and/or devices, the shipping charges to and from the Contractor's facilities and the costs associated with their reinstallation and/or repair. The Contractor shall be responsible for meeting with the Owner's Representative to determine the schedule of repairs.
- J. **Compensation For Unresponsiveness:** In the event the Contractor fails to comply promptly with its obligation under these specifications or with a request by Owner Representative to repair, replace or correct failed components, devices, equipment and/or materials, the Owner shall upon written notification to the Contractor, have the authority to deduct the cost of labor and materials from any compensation due or to become due to the Contractor. In the event the Contractor has been paid, the Contractor agrees to compensate the Owner for its costs thereof.
- K. During the entire warranty period, all repairs and/or adjustments by the Contractor shall be documented by the Contractor. A copy of the repair reports shall be submitted to the Owner weekly. Each repair or adjustment shall be documented by Date, Time, Equipment, Type of Failure, Location, Type of Repair/Adjustment and By Whom.

### **1.20 ACCESS TO SITE AND STORAGE**

- A. Routes for use by the Contractor for access to the site will be discussed during the pre-construction meeting and the Contractor shall adhere strictly to the limitations imposed.
- B. The Contractor's storage activities shall not restrict access to any area of the facility.
- C. The Contractor shall carefully plan and coordinate his/her activities to minimize any adverse impact or disruptions to the Owner's operations and the Owner patron's ability to safely access and use the facility and/or secondary amenities/facilities (such as restrooms; water fountains; vending machines; etc.)
- D. The Contractor shall implement and maintain specific steps/means to allow for such uses and to prevent any hazards to patrons throughout the construction period. The Contractor's limits of work should be properly fenced, and control over the points of access (such as gates, etc.) should always be maintained by the Contractor and always secured at the end of each working period.
- E. The Contractor shall provide means for maintaining free, safe, and uninterrupted access to the existing facility where work will be taking place and surrounding spaces must be safely always maintained.
- F. **Storage for All materials and equipment:** The Contractor shall be responsible for unloading, hoisting into building, and distributing of all materials. The Contractor is to provide storage for all materials and equipment required to complete their work. The Contractor shall confine all permanent storage of materials and/or equipment to the assigned construction area(s).

### **1.21 CONTRACTOR'S SUPERVISION**

- A. The superintendent shall speak, read, write, and understand English to a degree satisfactory to the Owner's Representative, and the Owner and with fluency that precludes any possible misunderstanding of plans, specifications or any verbal or written instructions issued by the Owner's Representative, the Owner, and/or any governing authority relative to the Project. The Contractor shall maintain at least one (1) other experienced supervisory employee at work site during project working hours who is equally fluent in English. The Contractor shall provide the Owner with a twenty-four (24) hour, seven (7) days a week phone number for emergency contact.

### **1.22 UTILITIES DISCONNECTION / IDENTIFICATION**

### **SPECIAL PROVISIONS**

- A. The Contractor shall timely coordinate all utility disconnects and reconnects: FPL, Bellsouth/AT&T, Water and Sewer, Gas Company, Cable, etc. All shutdowns and or utility interruptions shall be shown on the Contractor's original construction progress schedule.
- B. The Contractor shall coordinate all disconnections with Owner's team to make sure that any impacts to operational readiness of the facility are avoided and minimized. The Contractor shall notify the Owner in writing of all utility shutdowns, traffic interruptions, erection of barriers, etc. Notification shall be made a minimum of seven (7) days of scheduled activity that may impact the facility and other facilities/amenities throughout the Library and its use. Written approval by Owner is required prior to Contractor proceeding.
- C. All required utility clearances shall be the responsibility of the Contractor; work shall not commence until all clearances are obtained.
- D. The Contractor to furnish and install "Caution" traceable tape on all underground utilities to include but not limited to irrigation, potable water, sewer lines, electrical, telephone, cable, data, etc. Tape to run continuously the entire length of the pipe/conduit and shall be installed 6" below finish grade. Tape shall be labeled according to the line being identified.

### **1.23 PROTECTION OF CONSTRUCTION SITE AND SAFETY**

- A. The Contractor is to provide all necessary temporary signage/fencing/security measures indicating area is being worked on or closed due to construction pursuant to contract documents and/or regulatory requirements. The Contractor shall enclose all active construction areas with a six (6) foot high chain-link fence. The Contractor is responsible to install temporary folding lighted barricades and orange snow fence along all trenching areas.
- B. Six (6) foot high chain-link fencing with privacy screen shall always be used around assigned staging area. The Contractor is to provide a detailed sketch confirming where temporary fence will be installed for approval prior to installation. Fences and gates shall be always properly maintained and always secured at the end of each work period.
- C. The Contractor shall provide and install caution signs "Construction Area Keep Out" as follows. Signs shall be posted on temporary fencing, entry locations etc. Signs shall be minimum 18" high by 24" wide and shall be installed not more than fifty (50) feet apart, at each entrance to construction area and shall be clearly visible. When deemed necessary by the Owner's Representative, and/or the Owner, the Contractor shall provide guides to control the flow of transit in and out of the area for the Library's staff and patron's protection.
- D. The Contractor shall be responsible for the safety and security issues for the job site during construction operations. Any vandalism, theft, etc. which occurs during the contract period shall be the responsibility of the Contractor. No monetary compensation shall be granted if any of the above occurs. The Contractor is required to have proper insurance to cover ongoing work on the job site. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured.
- E. All areas disturbed during the construction shall be restored to pre-existing conditions at no additional cost to Owner. The Contractor to install sod on all previously sodded areas affected by the construction. Sod to be installed to match existing undisturbed surrounding grades. Sod type to match existing surrounding sod or as otherwise specified in the Contract Documents. Contractor to water sod as required promoting growth. Watering to be as specified, but in no case less than daily for two (2) weeks. Water to be provided by Contractor, cost of water supply is inclusive of this bid. Top-dressing of sod is required to fill voids between joints.

### **1.24 TEMPORARY UTILITIES / FACILITIES**

## **SPECIAL PROVISIONS**

- A. **Quality Assurance:** Equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, hoists, planks, and similar items normally furnished by individual trades in execution of their own portions of the specification.
- B. **Requirements Of Regulatory Agencies:**
  - 1. Comply with National Electric Code.
  - 2. Comply with Federal, State, local and other applicable codes and regulations and with utility company requirements.
- C. **Product Handling:**
  - 1. **Protection:** Maintain temporary facilities and controls in proper and safe condition throughout progress of the work.
  - 2. **Replacements:** In the event of loss or damage, immediately undertake and perform all repairs and replacements necessary to the acceptance of the Owner's Representative, and at no additional cost to the Owner.
- D. **Materials:** Materials for temporary construction may be new or used but shall be suitable for intended purpose and adequate in capacity for the required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.
- E. **Temporary Electricity and Lighting (when required):**
  - 1. Arrange with utility company, provide service required for power and lighting and pay all costs for service and for power used. After obtaining Substantial Completion notify Owner fourteen (14) calendar days prior disconnecting service to allow transfer of account to Owner.
  - 2. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available for construction for the use of construction-type power by code.
  - 3. Install circuits, branch wiring, and lighting as required for protective sidewalk sheds where required by code.
  - 4. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.
- F. **Fuel and Power for Operation of Building Mechanical Equipment during Construction:**
  - 1. **Fuel (when required):** Contractor to provide, including safe containers and fire and pollution abatement procedures and equipment.
  - 2. **Electric power:** Contractor will provide.
  - 3. **Temporary Electrical Wiring and Switches to Equipment:** Contractor will provide, maintain, and remove when replaced by permanent wiring.
- G. **Temporary Water (when required):**
  - 1. Arrange with utility service company, provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used. After obtaining Substantial Completion notify Owner fourteen (14) calendar days prior disconnecting service to allow transfer of account to Owner.
  - 2. Materials and installation of temporary water facilities for construction not readily available shall be paid for by the Contractor.
  - 3. Install branch piping with taps located so that water is available for construction using hoses.
- H. **Temporary Sanitary Facilities for Use by Workers:**
  - 1. Provide sanitary facilities in compliance with laws and regulations.
  - 2. Service, Clean, and maintain facilities and enclosures.
- I. **Temporary Air Conditioning and Ventilation:**

## **SPECIAL PROVISIONS**

1. Provide air conditioning and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finished from damage due to temperature or humidity.
  2. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
  3. Pay all costs of installation, maintenance, operation, and removal, and for fuel consumed.
- J. Disruption of Existing Utilities: Contractor shall not disrupt any of the existing utility services without prior acceptance. The Contractor shall obtain permission to do so from the Owner through the Owner's Representative. Requests for permission to disrupt any utility shall be submitted well in advance of the need to not delay the work. Refusal by Owner of such a request, which is submitted on short notice, will not be accepted as a basis for a time extension.
- K. Field Offices:**
1. Contractor's Office: Provide and maintain temporary local field trailer or vehicle for both office and storage use by Contractor.
  2. Owner's and Owner's Representative Office: Provide and maintain temporary lockable field office equipped with light, ventilation, and temperature control; office separate from Contractor's space, large enough for use of the Owner and the Owner's Representative with minimum of 150 square feet of space. Furnish the office with the necessary furniture to facilitate weekly construction meetings. Maintain facilities daily in clean condition. Remove from site after completion of project.
- L. Construction Aids: Provide construction aids and equipment required by personnel and to facilitate the execution of the work; scaffolds, staging, ladders, platforms, hoists, construction elevator, and other such facilities and equipment.
- M. Construction Barriers and Sidewalk Sheds:
1. Materials to Contractor's option, as appropriate to serve the required purpose as per Local, State and any other applicable codes.
  2. Furnish, install, and maintain suitable barriers as required to prevent public entry, and to protect the public, the Work, existing facilities, and trees indicated to be preserved from construction operations; remove when no longer needed, or at completion of work.
  3. On street sides of the construction site where required by any City Government or Municipality, the Contractor shall erect and maintain sidewalk sheds in accordance with the Florida Building Code Section.
  4. Install facilities of a neat and reasonable uniform painted appearance, structurally adequate for the required purposes.
  5. Maintain barriers and sidewalk sheds during entire construction period.
  6. Relocate barriers and sidewalk sheds as required by progress of construction.
- N. Parking And Storage Area:
1. The contractor shall provide off- site storage as required.
  2. The Contractor shall be responsible for obtaining off-site parking to accommodate construction personnel. (If applicable)
  3. The Contractor shall be responsible to secure the staging area with a construction fence as required.
- O. Removal: Maintain all temporary facilities and controls as long as needed for safe and proper completion of the Work. Remove all such temporary facilities at completion of the Work and restore areas. After obtaining

## **SPECIAL PROVISIONS**

Substantial Completion, maintain service of temporary utilities for fourteen (14) calendar days after notifying Owner to allow transfer of account(s).

### **1.25 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

- A. Shop drawings shall be identified by reference to Contract Drawing numbers and/or Specification Section numbers. Shop drawings sheet size shall be 22 by 34 inches. Changes in products for which shop drawings have been accepted will not be permitted unless those changes have been accepted, in writing by the Owner Representative, as provided in the SCGCC.
- B. Quality Assurance: Shop drawings shall be prepared to a high standard of quality, such as that set forth in MIL STD 100 and MIL M 9868, or other relevant lower tier specifications defining drafting quality and microfilming procedures.
- C. Product Data:
  - 1. Manufacturers' standard schematic drawings shall be modified to delete information which is not applicable to the project. Standard information shall be supplemented to include additional information applicable to the project.
  - 2. Manufacturers' standard catalog cuts, brochures, diagram, schedules, performance charts, illustrations, calculations, and other descriptive data shall be modified to delete information which is not applicable to the project. Dimensions, clearances, performance characteristics and capacities, and wiring diagrams and controls shall be shown.
  - 3. Certificates of Compliance shall be submitted for those products for which no samples and test results are specified. Certificates shall state that the product complies with the requirements of the respective specification section and shall be signed by a representative of the product manufacturer. A copy of the certificate shall accompany the product for which the certificate is prepared.
- D. Samples:
  - 1. Samples shall be of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials and shall clearly show attachment devices. After review and approval by the Owner Representative, samples may be used in construction of the project if samples are not damaged. Changes in products for which samples have been accepted will not be permitted unless those changes have been approved, in writing, by the Owner Representative.
  - 2. Samples and sample installation shall be erected at the job site at locations acceptable to the Owner Representative and shall remain in place or available until completion of the project.
- E. Dade County Product Control Approval: The Contractor shall submit all required Dade County Product Approvals, as applicable, in accordance with this section and the Florida Building Code.
- F. Contractor Responsibilities:
  - 1. Shop drawings, product data, and samples shall be reviewed, stamped, and signed as approved, by the Contractor's designated authority prior to submission to the Owner Representative. Each submittal shall be coordinated with the requirements of the work. Returned marked up submittals shall be reviewed and those requiring changes shall be changed and shall be resubmitted.
  - 2. Field measurements, catalog numbers, and similar data shall be verified.
  - 3. Work, for which submittals are required, shall not be started until submittals bearing the Owner Representative and/or appropriate professional of record stamp and signature indicating review and approval have been received.
  - 4. Before submitting samples, assure that products of which samples will be submitted will be available in the quantities required by the project.
  - 5. The responsibility for errors and omissions in submittals shall not be relieved by the Owner Representative review and approval of submittals.

## **SPECIAL PROVISIONS**

6. Responsibility for deviations in submittals from requirements of the Contract Documents shall not be relieved by the Owner Representative review and approval of those submittals unless the Owner Representative gives written approval of specific deviations.
7. The Contractor shall verify that the product or system submitted for review has been approved by Dade County Product Control, if applicable, prior to making the initial submittal. Products which require Dade County Product Control approval and are not so approved shall be rejected by the Owner Representative.

### **G. Submission Requirements:**

1. Submittals, excepting test results, shall be made in not less than 30 days before work covered by the submittals is scheduled to be performed. Allow 15 calendar days for review of shop drawing submittal by the Owner Representative, except allow a minimum of 21 calendar days for review of more complicated items. Test results shall be submitted within five days after each test has been completed. Office samples shall be shipped prepaid. Submittals require approval of the Owner Representative prior to work covered by the submittals being scheduled to be performed.
2. Quantities to be submitted shall be as follows:
  - a) The Contractor shall submit five (5) copies of all Shop Drawing; catalog cut sheets; and samples (submittals) required.
  - b) Five copies of manufacturers' standard schematic drawings.
  - c) Three copies of manufacturers' calculations and three copies of manufacturers' standard data.
  - d) Five samples as specified in each of the specification sections, unless otherwise specified.
  - e) Five copies of each test result.
  - f) Five copies of each Certificate of Compliance.
  - g) Five copies of the Dade County Product Control Notice of Acceptance, if applicable.
  - h) Contractor shall submit four (4) copies of all of the above (as applicable) to the Owner's Representative and one (1) copy to the Owner simultaneously for each submittal. Submittals, excepting test results, shall be no later than ten (10) calendar days from Notice to Proceed.
3. Submittals shall be accompanied by two transmittal forms containing the following information:
  - i) Date submitted to the Owner Representative;
  - j) Project title and contract number;
  - k) Supplier's, manufacturer's and subcontractor's name, address and telephone number;
  - l) Number and title of each shop drawing, product data, and sample submitted;
  - m) Notification of known deviations from the drawings and the specification sections; and
  - n) Dade County Product Approval number, if applicable.
  - o) Other pertinent data.
4. Submittals shall include a white space, three by four inches, in the lower right corner just above the title block, in which the Owner Representative may indicate the action taken. Submittals, as applicable, shall show the following information:
  - a) Date and revision dates.
  - b) Project title and contract number.
  - c) The names of the Contractor's engineer, Subcontractor, lower tier Subcontractor, supplier, manufacturer, and the name of the detailer.
  - d) Identification of product by either description, model number, style number, serial number, or lot number.
  - e) Relation to adjacent structure or materials.

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- f) Field dimensions clearly identified as such.
  - g) Applicable specification section numbers.
  - h) Applicable standards, such as ASTM number and Federal Specification number.
  - i) Identification of known deviations from the drawings and specification sections.
  - j) Contractor's stamp, signed, certifying review of submittal, verification of field measurements, and approval for compliance with the drawings and specification sections.
  - k) Include in submittals a reference to supporting Subcontract drawing.
- H. Resubmission Requirements:
- a) Re-submittals shall be submitted by the Contractor to avoid delays to the project.
  - b) Initial Shop Drawings: Shall be revised as required and resubmitted as specified for initial submittal. Changes which are made, other than those requested by the Owner Representative, shall be so indicated.
  - c) New Product Data and Samples: Shall be resubmitted as specified for initial submittal.
- I. Distribution of Submittals After Review: Approved shop drawings and product data bearing the Owner Representative's stamp and signature will be distributed by the Owner Representative to the Contractor's field office. The Contractor shall distribute copies to concerned lower tier subcontractors, suppliers, and fabricators; and to concerned members of the Contractor's work force.
- J. Owner Representative's Duties:
- a) Submittals will be reviewed and marked.
  - b) Submittals will be reviewed for conformance to the requirements of the Drawings and Specification sections. Review will not relieve the Contractor from his responsibility for the accuracy of the submittals or for the conformity of the submittals to the requirements of the drawings and specification sections.
  - c) Review of a separate item will not constitute review of an assembly in which the item functions.
  - d) Stamp and signature will be affixed and will certify that the submittal has been reviewed.
  - e) The Owner Representative will return to the Contractor one copy of product data within the time frames specified below.
- K. The Contractor shall comply with progress schedule for submittals related to work progress. The Contractor shall comply with the following submission requirements:
- a) Allow a minimum of fourteen (14) calendar days for review of submittals by the Owner's Representative that do not include deviations from the contract documents.
  - b) Allow a minimum of twenty-one (21) calendar days for review of more complicated items that do not include deviations from the contract documents.
  - c) Allow a minimum of twenty-one (21) calendar days for review of any submittal(s) which include deviations from the contract documents.
  - d) Test results shall be submitted within five (5) calendar days after each test has been completed. Office samples shall be shipped prepaid.
- L. Submittals require approval of the Owner's Representative prior to work covered by the submittals being scheduled to be performed.



## **SPECIAL PROVISIONS**

- M. Samples: Submit full range of manufacturer's standard colors, textures, and patterns for selection. All color and finish selections must be submitted by the Contractor in a single submission, properly labeled and identified.
- N. Dates for submission, and dates on which approved shop drawings, product data, and samples for each product will be needed, shall be designated in the Contractor's Baseline Construction Schedule.

### **1.26 WORKING DRAWINGS**

- A. In General: This section specifies the preparation and submission of working drawings and associated calculations required by the specifications sections or to erect temporary structures to facilitate construction.
- B. Working Drawings: Working drawings shall be identified by reference to drawing page numbers and specification section numbers. Working drawings shall be prepared, seal stamped and signed by the Contractor's architect/engineer, of the involved discipline, registered as a professional architect/engineer in the State of Florida.
- C. Quality Assurance: All working drawings shall be prepared to a high standard of quality, such as that set forth in MIL STD 100 and MIL M 9868, or other relevant lower tier specifications defining drafting quality and microfilming procedures.
- D. Associated Calculations: Calculations shall be prepared, seal stamped and signed by the Contractor's architect/engineer, of the involved discipline, registered as a professional architect/engineer in the State of Florida. Calculations shall be identified by reference to Contract Drawing page numbers and specification section numbers.
- E. Contractor Responsibilities: Working drawings and associated calculations prepared by any subcontractor shall be reviewed and signed as approved by the Contractor, prior to submission. Each submittal shall be coordinated with the requirements of the work:
  - 1. Field measurements and field construction criteria shall be verified by the Contractor.
  - 2. Work, for which working drawings and associated calculations are required, shall not begin until those drawings and calculations bearing the stamp and signature, indicating Contractor's architect/engineer review, have been received.
  - 3. Submittals shall not relieve the Contractor of the responsibility for safe and effective design of structures for which the working drawings and associated calculations are submitted. MDC and the Owner Representative shall in no way be liable to the Contractor and others for any consequences arising from the work described in this section and shall not review and or approve the working drawings.
- F. Submission Requirements: Working drawings and associated calculations shall be submitted in sufficient time and not less than thirty (30) calendar days before work represented by those drawings and calculations is scheduled to be performed.
- G. Submittals shall be accompanied by two transmittal forms containing the following information:
  - 1. Submittal date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Number of each working drawing and associated calculation submitted.
  - 5. Notification of known deviations from Construction Documents.
  - 6. Other pertinent data.

### **1.27 TESTS / TESTING SERVICES**

### **SPECIAL PROVISIONS**

- A. **REQUIREMENTS INCLUDED:** The Owner will select and pay for an Independent testing laboratory to perform the required testing. The Contractor shall cooperate with the laboratory to facilitate the execution of the Laboratory required services.
- B. The Contractor shall notify assigned testing laboratory (48 hours minimum notification required prior to time testing service is needed) to conduct all necessary testing including but not limited to: Concrete Testing, Geotechnical Testing, Soil Testing, Steel testing, etc. The Owner's Representative may assist in determining location of tests as well as required tests.
- C. The Owner will provide payment for all primary testing. Repeated testing caused by the Contractor's unjustifiable failure to prepare conditions for passing results shall be deducted from funds due to Contractor at the established rate in the Owner's agreement with testing laboratory.
- D. Employment of a laboratory by the Owner shall in no way relieve the Contractor of its obligations to perform the Work.
- E. **Scope Of Work:** The independent testing laboratory shall perform all tests required by the Contract Documents, applicable codes, manufacturer's recommendations, governing laws, rules and regulations and those tests required for approvals by public agencies and authorities.
- F. **Limitations of authority of testing laboratory:** The laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge the requirements of the Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.
- G. **Contractor's Responsibilities:**
  - 1. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - 2. When tests or inspections cannot be performed after such notice, the Contractor shall reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.
  - 3. Cooperate with laboratory personnel, provide access to Work, and to manufacturer's operations.
  - 4. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
  - 5. Provide to the Owner Representative a preliminary design mix proposed to be used for concrete, and other materials mixes, which require control by testing laboratory as specified in the Contract.
  - 6. Furnish incidental labor and facilities:
    - I. To provide access to Work to be tested.
    - II. To obtain and handle samples at Project site or at source of product to be tested.
    - III. To facilitate inspections and tests.
    - IV. For storage and curing of test samples.
- B. Employ and pay for services of a separate, equally qualified Independent Testing
- C. Laboratory (approved by the Owner) to perform additional inspections, sampling and testing required:
  - 1. For Contractor's convenience.
  - 2. When initial tests by the Owner's testing laboratory indicate Work does not comply with Contract Documents and the Contractor wants a second opinion.

## **SPECIAL PROVISIONS**

- D. Make arrangements with laboratory and pay for additional samples and tests required for the Contractor's convenience.
- E. Pay for removal costs of rejected materials, reinstallation of new materials and the costs of other corrective action.
- F. If required, the photometric test shall be the responsibility of the Contractor. The Contractor shall hire a Florida registered professional electrical engineer to perform the photometric test of the new lights and provide signed and sealed results to provide Owner.

### **1.28 INSPECTIONS**

- A. The Contractor shall comply with all the requirements of the Florida Building Code and of the building officials having jurisdiction related to permits, inspections, and certificates of occupancy.
- B. Special Inspections required by the Florida Building Code for the Work shall be conducted by the Owner's Representative, and/or another Owner designated professional. Notification by Contractor for these special inspections shall be made 72 hours prior to the time inspection(s) is/are needed. All requests for inspection shall be in writing by the Contractor. The Contractor is to coordinate with the Owner's Representative and the Owner.

### **1.29 WEATHER**

Pursuant to Article 8. (Contract Time C.2) of the Standard Construction General Contract Conditions, for the purpose of any request(s) for time extension(s) due to weather more severe than the norm (rain delays): Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Owner's Representative. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina, and published by the National Oceanic and Atmospheric Administration (this data is taken from the table of normal, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day above the norm occurring during normal work hours shall be a rainy day if the rain actually prevented the Contractor from performing work. The effects of weather less severe than the norm may be considered in granting time extensions at the Owner's sole discretion.

### **1.30 INVOICES AND PAYMENTS**

- A. Progress payments to be submitted monthly on approximate dates as agreed to at the Pre-Construction meeting.

### **1.31 REQUEST FOR INFORMATION (RFI)**

- A. In General:
  - 1. This section covers Request for Information (RFI) from the Contractor. RFI in this section is defined as: the solicitation by the Contractor for clarifications, interpretations, verifications and/or corrections of the Contract Documents.
  - 2. The Contractor shall comply with this section for all such requests for information (RFI's). All costs incurred by the Contractor in preparing these requests shall be borne by the Contractor and are part of this contract.
  - 3. Any delays or impacts caused by the Contractor's failure to conform to the requirements of this section shall be solely the Contractor's responsibility and shall not be cause for any time extension and/or additional compensation.
- A. Request For Information Requirements:
  - 1. The Contractor is responsible for reviewing all Contract Documents related to a particular work-product well in advance of the performance of such work. This review

## **SPECIAL PROVISIONS**

shall be planned to allow sufficient time to obtain resolution of any required RFI, as defined in this section.

2. All RFI's shall be submitted to the Owner Representative with a copy to the Owner. Any RFI submitted by the Contractor must include the following information (RFI's not in compliance with these requirements may be returned to the Contractor without further action):
  - a) Date submitted.
  - b) Contract number and title.
  - c) Contractor's name.
  - d) Description of the request, including any supportive drawings, sketches, or additional information.
  - e) List of scheduled activities which may be impacted by the request and a brief explanation as to why there would be a schedule impact and specific date constraints.
  - f) Clear description of what response the Contractor is expecting.
  - g) All RFI's shall be signed by the Contractor's project manager.

### **B. RFI Processing Procedure:**

1. Upon receipt of the RFI, the Owner Representative shall promptly date-stamp the request. The Owner Representative is required to keep a log of all RFI's including receipt date and date returned to the Contractor.
2. The Owner Representative shall review the request to determine if further information is required from the Contractor, once the RFI is resubmitted by the Contractor, the RFI shall be re-stamped. The Owner Representative will coordinate a response and transmit the answer to the RFI to the Contractor with a copy to MDC.

- C. Time allowed for processing RFI's: Although every attempt will be made to expeditiously resolve all RFI's, MDC shall have fourteen (14) calendar days to respond to an RFI, from the date the RFI is received by the Owner Representative, including all necessary information needed to formulate a response. Failure by the Contractor to allow sufficient time for Owner Representative to formulate a response to an RFI, as specified in this section, shall not constitute grounds for a delay claim from the Contractor.

## **1.32 CONSTRUCTION PHOTOGRAPHS**

- A. The Contractor must provide professional quality still color photographs of all construction areas prior to start of work and take professional quality color photographs to record the construction process periodically during the progress of the Work.
- B. Progress photographs shall be submitted to the Owner Representative with each payment application.
- C. When applicable, photographs shall be taken at each of the major stages of construction listed below:
  1. Prior to commencement of any demolition /removal work.
  2. Of existing improvements that are to remain prior to commencement of work adjacent thereto.
  3. Of existing improvements upon completion of adjacent work.
  4. Of existing structures that are to be relocated, both before and after relocation.
  5. Upon completion of foundations of new structure.
  6. Upon completion of structural framing of new structure.
  7. Upon enclosure of new structure.
  8. Upon completion of construction of new structure.
  9. Upon completion of facilities ready for installation of equipment.
  10. Upon completion of installation of equipment and facilities.
  11. Upon completion of all work and finishes.
- D. Views and Quantities Required:
  1. One view of each item listed above.

## **SPECIAL PROVISIONS**

2. Five views of overall project sites monthly, as directed by the Owner Representative.
3. High Resolution digital photography is acceptable.

### **1.33 CUTTING AND PATCHING**

- A. Submittals: The Contractor must submit written request in advance of cutting or alteration which affects:
  1. Structural integrity of any element of the Project.
  2. Integrity of weather-exposed or moisture-resistant element.
  3. Efficiency, maintenance, or safety of any operational element.
  4. Visual qualities of sight exposed element.
  5. Work of Owner or separate contractor
- B. Items to include in written request (described above):
  1. Identification of Project.
  2. Location and description of affected work.
  3. Necessity for cutting or alteration.
  4. Description of proposed work and products to be used.
  5. Alternatives to cutting and patching.
  6. Effect of work on Owner and separate contractors.
  7. Written permission of affected separate contractor.
  8. Date and time work will be executed.
- A. Materials:
  1. Materials to be of the same type and quality as the original installation.
  2. Any change in materials must be included through the request for substitution procedures.
- B. Execution: In general, the Contractor must execute cutting, fitting and patching to complete the Work, and to;
  1. Fit the several parts together to integrate with other work.
  2. Uncover the work to install ill-timed work.
  3. Remove and replace defective and nonconforming work.
  4. Remove samples of installed work for testing.
  5. Provide openings in elements of the Work for penetrations of mechanical and electrical work.
- C. Inspections:
  1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
  2. After uncovering, inspect conditions affecting performance of work.
  3. Beginning of cutting and patching means acceptance of existing conditions.
- D. Preparation:
  1. Provide support to assure structural integrity of surroundings, devices, and methods to protect other portions of the Work from damage.
  2. Provide protection from the elements for areas which may be exposed by uncovering work.
- E. Performance:
  1. Execute work employing methods that will avoid damage to other work and in a manner, which will provide proper surfaces to receive patching and finishing.
  2. Cut rigid materials using tools suited for the intended purpose. Power actuated tools are not allowed without prior approval.
  3. Restore work with new products in accordance with requirements of the Contract Documents.
  4. Fit work watertight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
  5. At penetrations of fire rated wall, ceiling, or floor construction, completely seal voids with fire-rated materials, full thickness of the construction element.

## **SPECIAL PROVISIONS**

6. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly; refinish entire unit.

### **1.34 CONSTRUCTION CLEANING**

- A. Materials: Materials for construction (progress) cleaning may be new or used but shall be suitable for intended purpose and adequate for the required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.
- B. Construction Progress Cleaning:
  1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
  2. Efforts shall be made to avoid fire hazards during construction.
  3. Remove debris and rubbish from pipe chases, plenums and other closed or remote spaces prior to enclosing the space.
  4. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
  5. Remove waste materials, debris, and rubbish from site periodically and dispose off-site at legal facility.
  6. In accordance with the applicable Building Code, the Contractor must take necessary precautions to secure the construction site when there is an impending threat of a hurricane.

### **1.35 SUBSTANTIAL COMPLETION**

- A. In addition to the requirements of the SCGCC Article 8. (Contract Time, D-1), the following items/conditions must be satisfied before Substantial Completion will be approved/granted/recognized:
  1. Notwithstanding any clause in the Agreement to the contrary, the Contractor must furnish the Owner with a "Certificate of Occupancy", or a "Certification of Completion" (as applicable depending on the nature of the scope) from the permitting agency having jurisdiction as a condition precedent to Substantial Completion. At Owner's full discretion, if conditions or circumstances beyond the Contractor's fault and/or influence prevent the issuance of such certificate(s), the Owner may consider acceptance of a Temporary Certificate of Occupancy (TCO), or a Temporary Certificate of Completion (TCC).

### **1.36 FINAL CLEANING**

- A. The Contractor must employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. The Contractor must complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
  1. Remove labels that are not permanent labels.
  2. Clean transparent materials, including mirrors and glass indoors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

## **SPECIAL PROVISIONS**

5. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas clean; remove stains, spills other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
6. Pest Control: Engage an experienced exterminator to make inspection, and rid the Project of rodents, insects, and other pests.
7. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
8. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of them in a lawful manner.
9. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

### **1.37 AS-BUILT DRAWINGS**

- A. This contract requires the submission of As-Built Documents (also known as As-Built Drawings, and/or as-built, Record Documents, and Red Line Drawings during preparation) to be always maintained on the site. Accurate surveys (Inverts, Dimensions, Locations, etc.) are to be reflected on Red Line (as-built) plans.
- B. The Contractor shall provide one (1) electronic set of signed and sealed As-Built Drawings at completion of work. Final requisition for payment will not be processed without submission of as-built drawings.
- C. The Contractor shall maintain updated red line As-Built Drawings at the jobsite for review as part of the monthly requisition review meeting. All projects must have As-Built Drawings completed, received, reviewed, and approved by the Owner's Representative and the Owner prior to authorizing final payment to the Contractor. All As-Built Drawings must be submitted in the form of a PDF copy and in CADD file format (AutoCAD disk, CD/DVD).
- D. The following requirements shall apply to all as-Built Drawings to be submitted in CADD file format (AutoCAD disk, CD/DVD):
  1. Drawings Files (CAD Files and PDF Files) shall exactly match hard copy documents. The stamp from the professional of record may be omitted.
  2. Media/Compression:
    - a. Submitted on CD labeled with project name, project number, drawings included, date, company/Contractor name, and contact name and telephone number.
    - b. Drawing names should be identical to hard copy drawing sheet number or Model File name. Please refer to Section 3, Miami-Dade County, Library Department (MDPLS), CAD Standards Manual (Please refer to Section 4, MDC CAD Standards Manual).
    - c. Zipped files should be named "Project Number.exe". Only self-extracting archives should be used. Directions must be included with the transmittal and electronically in the root directory of the electronic media in \*.txt format.
    - d. PDF files of all related documents, as well as CAD drawings are required as part of the electronic deliverable package.

## SPECIAL PROVISIONS

- e. Only the layer described at MDC CAD Standards Manual shall be used. If a new layer needs to be added it shall be following National CAD Standards Version 4.
- f. All XREFs shall be included in the submittal package. XREFs shall be inserted on a collection of XREF designated layers and should be included in the same directory as the referencing file or if file folders are used, they shall be constructed with relative paths (i.e.\XREF name) in lieu of hardcoded letter drives and paths. (Do not use C:\myXREFs\XREFname). Do not bind or insert XREFS into drawings.
- g. All font files and line types shall be included in the submittal package. CONTRACTOR is responsible for transfer of license for any purchased line types or fonts.
- h. All color table books (.ctb files) or Style table books (.stb) used for plotting and line weights shall be included in the submittal package, but layer line weight and layer line type should include in the layer definition. vii. Metadata shall be provided for all submitted files in the form of a matrix (Metadata template:) as a Microsoft excel file.
- i. Metadata shall include:
  - File name (SDP03001A-XP01.dwg)
  - Corresponding hard copy drawing name (A-02)
  - Description (Recreational Building)
  - All NEW Layer names and descriptions (Layer Description) added to MDMDPLS Layer standards.
  - XREF file names and descriptions (C1439939.dwg XREF-exterior)
  - Data sources (ACME Corporation)
  - Project description information, dates and contact information.
- j. Electronic Drawing Format: Drawings shall be in current AutoCAD DWG format or next closest previous version. DXF and DWF are not acceptable. PDF files should accompany the submittal but may not be submitted in lieu of DWGs. DWG files should be last saved with the default ACAD.MNU menu. If converting from a format other than DWG, ensure all graphic elements, fonts, line types are preserved.
- k. Datums and Survey related files Drawings shall be referenced to the Florida East Zone/ NAD 83-90 HARN Feet State Plane Coordinate System. All elevations will be based on NAVD88. Architectural drawings may use architectural units on a coordinate system convenient for the project, and reference a NAD83 coordinates at each building corner. Drawings shall be in 2D with z = 0 feet. 3D and BIM documents are welcome in addition, but not in lieu of standard submittals.
- l. Only data collection devices having alphanumeric capability to record comment, descriptions, and other relevant project information are to be used. Collection of field survey data should be comprehensive. All ground features pertinent to the required end product should be collected as part of the field effort.
- m. When submitting plans that include surveyed ground surfaces, a field book files, Survey LandXML files or an ASCII text files containing all elevation points shall be delivered.
- n. Drafting:
  - 1) All lines must be snapped/closed.



## **SPECIAL PROVISIONS**

- 2) Drawings shall not contain multiple overlaid lines or lines with multiple segments unless overlaid lines or adjacent line segments are assigned to different layers.
  - 3) Drawings shall be purged of empty, unused, or non-essential drawing data.
  - 4) Files containing multiple drawing sheets shall be broken down into separate drawings containing single sheets. Only one drawing and one title block per file.
  - 5) PLINES should be used where appropriate instead of LINES.
  - 6) All drawings will be developed in full scale format (one foot = one foot) and will be maintained as an integrated whole with individual drawings plotted using paper space.
  - 7) Entity colors shall be defined "by layer."
  - 8) Blocks shall be created on layer 0. Use 1:1 scale to create blocks and insert at the appropriate scale.
  - 9) Attributes shall be defined on layer 0 (zero).
  - 10) Layering standards described at MDC CAD Standards shall be used. If a layer is added it shall follow National CAD Standard (NCS) layering standards.
  - 11) Only native AutoCAD fonts, line types, and hatch pattern shall be used.
  - 12) All shades and fills must be decipherable when the drawing is reproduced using blue line and photocopy methods.
- E. Upon completion of the Work, the Contractor shall submit all Record Documents to the Owner Representative in time to be used for the final inspection and acceptance and for verification by the Owner Representative. , The Record Documents shall become the property of the Owner. Availability of the Record Documents shall be a prerequisite to scheduling a final inspection for this Construction Contract. The non-availability of Record Documents or inaccuracies therein may be grounds for cancellation and postponement of any scheduled final inspection by the Owner Representative until such time as the discrepancy has been corrected.

### **1.38 WARRANTIES AND BONDS**

- A. The warranties provided by the Contractor shall be for the longest period, starting on the date of Substantial Completion, of those specified below:
1. Two year from Substantial Completion on all work, as specified in the General Conditions, or;
  2. Warranty period(s) as specified by the approved material or equipment manufacturers, or;
  3. Longer warranty period(s) as specified.
- B. The Contractor shall provide certifications and other commitments, extended warranties, and agreements for continuing services as specified elsewhere in the Contract Documents.
- C. Reinstated warranty as applicable. See Article 7 (Prosecution of the Work) M-1 of the SCGCC.
- D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- E. Definitions: Standard product warranties are reprinted written warranties published by the individual manufacturers for particular products and are specially endorsed by the manufacturer to the Owner.
- F. Warranty Requirements:
1. Related Damages and Losses: When correcting warranted work that has failed, remove, and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
  2. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

## **SPECIAL PROVISIONS**

3. Replacement Cost: Upon determination that work covered by a warranty has failed, replace, or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
4. Owner Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
5. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with acceptable warranties and to limit selections to products with warranties not in conflict with the requirements of the Contract Documents.
6. The Owner reserves the right to refuse to accept work for the Project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
7. All warranties, including standard one-year warranty, shall start at date of Substantial Completion of the Contract, accepted and taken-over for use by the Owner. Ensure that all warranties comply with this stipulation prior to submission of same.
8. The Owner will give prompt notice in writing to the Contractor of any defects noted during the warranty periods requesting him to promptly remedy such defects.
9. Prior to final acceptance, the Contractor shall formally assign to the Owner all extended warranties given by subcontractors for their work on the project, and such subcontractor shall be formally advised of the assignment.

### **G. Submittals:**

1. Submit written warranties to the Owner Representative prior to the date of Final Completion inspection.
2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner Representative for approval prior to final execution.
3. Submit a list of all warranty items within 90 days after Notice to Proceed.
4. Prior to Final Completion compile two copies of each required warranty, and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence.
5. Bind warranties and bonds in heavy duty, commercial quality, durable 3 ring vinyl covered loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 1/2 inch by 11-inch paper.
6. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
7. Identify each binder on the front and the spine with the typed or printed title, "WARRANTIES & BONDS", the project title or name, and the name of the Contractor.
8. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

## **1.39 PROTECTION OF EXISTING TREES, SHRUBS, LAWNS**

- A. The Contractor shall take all reasonable precautions and provide protection to prevent damage to property at the site or adjacent thereto, including all trees, shrubs, lawns not designated for removal, relocation or replacement in the course of construction.

## **1.40 ENERGY POLICY ACT**

## **SPECIAL PROVISIONS**

- A. Contractor shall assist and cooperate with any specialty consulting firm hired by the Owner to perform inspections/certifications for the purpose of energy conservation measurement and reporting in accordance with Section 179D of the Internal Revenue Code as added by Section 1331 of the Energy Policy Act of 2005, Pub. L. No. 109-58, 119 Stat. 594

### **1.41 ATTACHMENTS**

The following attachments are considered to be a part of these General Conditions.

- Attachment “A”-Certificates of Substantial Completion and Final Acceptance
- Attachment “B”-Contractor Close-Out Documents
- Attachment “C”-Sub-Contractor’s/Supplier’s Release of Lien
- Attachment “D”-Contractor Agent to Accept Service Form
- Attachment “E”-Force Account Daily Report Form

# Miami-Dade Public Library System

## CONTRACTOR'S REQUEST FOR SUBSTANTIAL COMPLETION INSPECTION

Project Number:

Project Name:

From:

Contractor (G/C): \_\_\_\_\_

To:

Contractor's Surety: \_\_\_\_\_

Consultant (A/E): \_\_\_\_\_

Project Manager (P/M): \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

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

I HEREBY CERTIFY that I, \_\_\_\_\_, am the individual or an officer of the firm, partnership or corporation herein referenced as the "Contractor" and have been properly authorized to make the following statements pertaining to the project described above:

1. The above named project will be substantially complete in accordance with the contract requirements and ready for the Consultant and Owner substantial completion inspection on \_\_\_\_\_.
2. I UNDERSTAND that I am to continue insurance coverage required by the contract until Final Acceptance, but may discontinue certain coverage as specifically permitted by the contract documents.
3. I FURTHER AGREE that neither the determination by the Consultant or Owner's Representatives that the work is complete, nor acceptance thereof by the Owner, shall operate to bar a claim against the contractor for defective or non-conforming work pursuant to the warranty requirements of the Contract.

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

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

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

Note to Contractor: Submit this request at least ten (10) calendar days prior to the requested inspection date to allow for scheduling of inspection.

CC: Contractor's Surety  
Consultant  
Project Manager  
Project File

# Miami-Dade Public Library System

CONTACTOR’S REQUEST FOR SUBSTANTIAL COMPLETION INSPECTION

☐ Architectural

☐ Mechanical

☐ Other: \_\_\_\_\_

☐ Electrical

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

Prepared by: \_\_\_\_\_

Firm/Agency: \_\_\_\_\_

<u>(Item No.)</u>	<u>(Description)</u>	<u>(Notes/Remarks)</u>
-------------------	----------------------	------------------------

**Miami-Dade Public Library Systems**  
**SUBSTANTIAL COMPLETION INSPECTION – PUNCH LIST**

Project Number:

Project Name:

REPRESENTATION:

TELEPHONE:

Contractor (G/C): \_\_\_\_\_

\_\_\_\_\_

Consultant (A/E): \_\_\_\_\_

\_\_\_\_\_

Library Operations (P/O): \_\_\_\_\_

\_\_\_\_\_

Project Mgt. (P/M): \_\_\_\_\_

\_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

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

The attached pages 2 thru \_\_\_\_\_ list “punch list” items noted as a result of the Substantial Completion Inspection, conducted by the above listed person.

[ ] The punch list items are of a nature that will allow beneficial occupancy of the premises and will be issued as a final punch list, with the Certificate of Acceptance of Substantial Completion, after editing and typing. If any item on this preliminary punch list is inaccurate notify the Consultant and/or the Owner’s Project Manager immediately. These punch list items shall be corrected on or before the mutually agreed upon date of \_\_\_\_\_.

[ ] The punch list items listed are of a nature that would preclude beneficial occupancy of the premises by the Owner and therefore, Substantial Completion is denied at this time. Items listed on the attached page (s) 2 thru \_\_\_\_\_ must be completed prior to re-inspection.

REMARKS:

Approved: \_\_\_\_\_  
(Consultant)

Approved: \_\_\_\_\_  
(Project Manager)

Distribution: Contractor  
Consultant  
Construction Contract Specialist  
Project File

Concurrence: \_\_\_\_\_  
(Operations Representative)

Accepted: \_\_\_\_\_  
(Contractor)

**Miami-Dade Public Library System**  
SUBSTANTIAL COMPLETION INSPECTION – PUNCH LIST

[ ] Architectural  
[ ] Electrical  
[ ] Mechanical  
[ ] Other: \_\_\_\_\_

[ ] Preliminary Punch List  
[ ] Final (edited) Punch List

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

Prepared by: \_\_\_\_\_ Firm/Agency: \_\_\_\_\_

<u>(Item No.)</u>	<u>(Description)</u>	<u>(Notes/Remarks)</u>
-------------------	----------------------	------------------------

# Miami-Dade Public Library System

## CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

Project Number:

Project Name:

Using Agency (U/A): \_\_\_\_\_

Consultant (A/E): \_\_\_\_\_

Contractor (G/C): \_\_\_\_\_

Contractor's Surety: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

---

The Work performed under the subject contract has been reviewed, and subject to Contract requirements, has been found to be substantially Completed as of: \_\_\_\_\_.

A Punch List of items to be completed or corrected is appended hereto. This list shall be completed on or before the mutually agreed upon date of: \_\_\_\_\_.

In the event that the Punch List items are not correct by the above date, the Contract stipulations regarding Liquidated Damages will be imposed until such time as the work is certified by the Consultant and the County to be complete in all respects and a Certificate of Final Acceptance is issued.

Signature: \_\_\_\_\_  
(Project Manager)

Recommended: \_\_\_\_\_  
(Consultant)

Distribution:

Original (Hold & attach to next requisition)

Contractor

Consultant

Director, Miami-County Library System

Risk Management Division (Attach copy of previous requisition)

Project Manager

Chief, Capital Programs Division

Capital Programs Division Project File

Accepted: \_\_\_\_\_  
(Director  
Capital Programs Division)



# Miami-Dade Public library System

## CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

<input type="checkbox"/> Architectural	<input type="checkbox"/> Preliminary Punch List
<input type="checkbox"/> Electrical	<input type="checkbox"/> Final (edited) Punch List
<input type="checkbox"/> Mechanical	
<input type="checkbox"/> Other: _____	Date: _____

Prepared by: \_\_\_\_\_ Firm/Agency: \_\_\_\_\_

<u>(Item No.)</u>	<u>(Description)</u>	<u>(Notes/Remarks)</u>
-------------------	----------------------	------------------------

# Miami-Dade Public Library System

## CERTIFICATE OF FINAL ACCEPTANCE

Project Number:

Project Name:

Consultant (A/E): \_\_\_\_\_

Contractor (G/C): \_\_\_\_\_

---

THE UNDERSIGNED hereby certifies that to the best of our knowledge and belief, based on observation of the work under the terms of the Agreement, we have found the County project described herein to be complete and in conformity with the construction contract requirements including completion of all "Punch List" items and the furnishing of all other items required. We, therefore, recommend that Final Acceptance Date be established as:

\_\_\_\_\_.

The following is a summary of approved changes to the contract sum:

1. Original Contract Sum ..... \$ \_\_\_\_\_
2. Additive Change Order ..... \$ \_\_\_\_\_
3. Deductive Change Order ..... \$ \_\_\_\_\_
4. Liquidated Damages ..... \$ \_\_\_\_\_  
    @ \$ \_\_\_\_\_ per day from \_\_\_\_\_ to \_\_\_\_\_  
    @ \$ \_\_\_\_\_ per day from \_\_\_\_\_ to \_\_\_\_\_
5. Other Changes (explain below) ..... \$ \_\_\_\_\_

Final Adjusted Contract Sum ..... \$ \_\_\_\_\_

Explanation for (5) above:

---

Substantial Completion of this project was established as \_\_\_\_\_, therefore, the year's Guarantee expires on \_\_\_\_\_.

---

Recommended: \_\_\_\_\_  
(Project Manager)

Approved: \_\_\_\_\_  
(Division Chief)

Approved: \_\_\_\_\_  
(Project Manager)

Distribution:  
Original (Hold & attach to next requisition)  
Contractor  
Consultant  
Small Business Division  
Project File

**Miami-Dade Public Library System**

**CONTRACTOR RELEASE**

**Contract No. :**

**KNOW ALL MEN BY THESE PRESENTS :** Pursuant to the terms of the Contract and in \_\_\_\_\_ consideration of the sum of \_\_\_\_\_ paid by the **Miami-Dade County** under the Contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge MDC, its officers , agents and employees, of and from all liabilities, obligations, and claims whatsoever, in law and in equity, under or arising out of said Contract.

**IN WITNESS WHEREOF,** this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**( COMPANY SEAL )**

\_\_\_\_\_  
**Contractor**

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

**WITNESS :**

**Print Name :** \_\_\_\_\_

**Print Title :** \_\_\_\_\_

**NOTE :** In the case of a corporation, witnesses are not required , but the **CERTIFICATE** below must be completed.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the **Secretary** of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_ who signed said release on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said release was duly signed for and on behalf of said corporation under the authority of its governing body, and within the scope of its corporate powers.

**( CORPORATE SEAL )**

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

\_\_\_\_\_

\_\_\_\_\_

**Miami-Dade Public Library System**

**AGREEMENT**

**ON**

**FINAL QUANTITIES AND AMOUNTS**

**Contract No.:**

The Contractor and Resident Engineer agree that the **QUANTITIES** as shown on the **FINAL PAY REQUEST No. \_\_\_\_\_** are **EQUITABLY** paid for by application of the agreed **LUMP SUM PRICES**.

It is finally agreed that the right in the Contract clause to request negotiation of a different amount is **WAIVED** by the Contractor and the Authorized Representative of the Contracting Officer.

**( Company Seal )**

\_\_\_\_\_  
**Contractor**

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

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

\_\_\_\_\_  
**Consultant/Architect/Engineer**

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

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Title**

## **Miami-Dade Public Library System**

### **FINAL AFFIDAVIT**

**Contract No. :**

The undersigned Contractor, \_\_\_\_\_, certifies and warrants to the **Miami-Dade Public Library System** that \_\_\_\_\_ has paid in full and completely discharged any and all claims, demands, obligations and liabilities of \_\_\_\_\_ connection with or arising out of **Contract No.** \_\_\_\_\_, including without limitation, all claims for labor performed and materials, supplies, equipment and other items furnished or used in connection with performance of said Contract.

**( COMPANY SEAL )**

**Contractor :** \_\_\_\_\_

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

**Print Name :** \_\_\_\_\_

**Print Title :** \_\_\_\_\_

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

## **Miami-Dade Public Library System**

### MEMORANDUM OF UNDERSTANDING

#### **Contract No. :**

**WHEREAS,** \_\_\_\_\_, ( hereafter referred to as the " Contractor " ) and the **Miami-Dade Public Library System**, the parties hereto, have mutually agreed to the **total Contract amount** in the sum of \_\_\_\_\_ and a final payment of for a **COMPLETE CLOSE-OUT of Contract No.** \_\_\_\_\_.

It is understood and expressly agreed that :

- (1) This Memorandum of Understanding is subject to the recommendations of the Project Manager and the Capital Programs Director.
- (2) In consideration of the payment by the Library Department of a **total Contract amount** of \_\_\_\_\_, ( inclusive of all finalized Change Orders ), the Contractor hereby withdraws with prejudice all Claims, Disputes, and Appeals of the Contractor or any of its Subcontractors or Suppliers under the subject Contract. The Library Department likewise, withdraws with prejudice, all Claims and/or Back charges it has against the Contractor.
- (3) The retention withheld in **Pay Request No.** \_\_\_\_\_ is \_\_\_\_\_ and will be paid in full. Therefore, the Contractor acknowledges the final payment of in **Pay Request No.** \_\_\_\_\_ as the outstanding balance due to date on the Contract.
- (4) Miami-Dade County reserves the right to complete an audit upon the request of the Capital Programs Director, Planning and Development, Architecture and Engineering, Construction Management & Communications when warranted.
- (5) All terms and conditions of the Contract otherwise remain unchanged including the Contractor's liabilities for warranties, latent defects and the like.

- (6) The execution of this Memorandum and payment in accordance with these terms, and the finalized Contract Change Orders, shall constitute a full accord and satisfaction of all Claims and all rights of the parties against each other, except for claims of the Owner for latent defects discussed after the date of this Memorandum or for warranty items.

( COMPANY SEAL )

Contractor : \_\_\_\_\_

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

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

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

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

**RECOMMENDED**

By: \_\_\_\_\_  
Project Manager, MDPLS

**APPROVED**

By : \_\_\_\_\_  
Director, Capital Programs Division, MDPLS

**Miami-Dade Public Library System**

**CERTIFICATE OF SUB-CONTRACTOR STATUS**

This is to certify that the following is a complete list of sub-contractors who worked on **Contract No.**

Name	Description of work	Original Contract Amount	Paid to date	Amount Owed

This also certifies that the outstanding amounts will be paid to the respective sub-contractors as soon as funds are received from Miami-Dade County Public Library System.

**( COMPANY SEAL )**

\_\_\_\_\_  
**Contractor**

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

\_\_\_\_\_  
**Print Name & Title**

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

**ALL SUBCONTRACTORS WORKING ON THIS PROJECT MUST COMPLETE THIS FORM.**

Contract No.

Attachment B



## FINAL RELEASE OF LIEN

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \_\_\_\_\_ and \_\_\_\_\_/100 dollars (\$\_\_\_\_\_) paid by the \_\_\_\_\_ receipt of which is hereby acknowledged, hereby releases and quit claims to the said \_\_\_\_\_ it successors and assigns, and \_\_\_\_\_ the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building or premises legally described as \_\_\_\_\_ on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS THEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

WITNESSES:

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

\_\_\_\_\_ By \_\_\_\_\_

State of \_\_\_\_\_ ) ss  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_ [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

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

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

--

Contract No.

Attachment B

MIAMI-DADE COUNTY  
PUBLIC LIBRARY SYSTEM

SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

NOTE: The General Contractor shall attach this statement, completed by each Subcontractor whose work appears on the prior requisition for payment or has work in place since the last requisition for payment.

Project No.: \_\_\_\_\_ Date: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_

Requisition No.: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Amount: \_\_\_\_\_

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments appeared: \_\_\_\_\_ who, after being first duly sworn, upon oath, disposes and says that pursuant to the provisions of his contract for said project, all money due him under prior requisitions for payment have been paid to him by \_\_\_\_\_, the General Contractor.

(COMPANY SEAL)

\_\_\_\_\_  
Legal Name of Subcontractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

State of \_\_\_\_\_)

) SS

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

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

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

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

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

Notary Seal:



Contract No.

Attachment C

PROJECT No. \_\_\_\_\_

**MIAMI-DADE COUNTY**

**CONSENT OF SURETY COMPANY TO REQUISITION PAYMENT**

PROJECT TITLE: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

TO: \_\_\_\_\_ Re: PAY REQUEST No. \_\_\_\_\_ DATE: \_\_\_\_\_

IN THE AMOUNT OF: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ CONTRACT No. \_\_\_\_\_

THE UNDERSIGNED SURETY COMPANY \_\_\_\_\_,  
(INSERT NAME OF SURETY COMPANY)

\_\_\_\_\_, ON BOND OF  
(ADDRESS)

THE CONTRACTOR LISTED ABOVE, HEREBY APPROVES THIS PAYMENT TO THE CONTRACTOR AND AGREES THAT THE PAYMENT TO THE CONTRACTOR SHALL NOT RELIEVE THE SURETY COMPANY OF ANY OF ITS OBLIGATIONS TO MIAMI-DADE COUNTY, INCLUDING THE SECURITY FROM ANY AND ALL LIENS, CLAIMS OR DEMANDS WHATSOEVER THAT MAY NOW EXIST OR BE MADE IN THE FUTURE BY ANY SUB-CONTRACTOR OR MATERIAL SUPPLIERS AGAINST THIS PROJECT AND CONTRACT.

THIS CONSENT OF SURETY RECOGNIZES THAT CLAIMS HAVE BEEN MADE BY THE FOLLOWING SUB-CONTRACTORS AND MATERIAL SUPPLIERS AGAINST THE CONTRACT IN THE AMOUNTS LISTED BELOW:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SURETY RECOGNIZES THAT RELEASES OF LIEN OR RELEASES AND ASSIGNMENT OF CLAIM HAVE NOT BEEN REQUESTED OR RECEIVED FROM ALL THE SUB-CONTRACTORS AND MATERIAL SUPPLIERS FOR THIS FACILITY.

IN WITNESS THEREOF,  
THE SURETY COMPANY HAS HEREUNTO SET ITS HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY COMPANY

ATTEST:  
(SEAL)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE\*

(\*ATTACH SURETY'S POWER OF ATTORNEY)

\_\_\_\_\_  
TITLE

FORCE ACCOUNT DAILY REPORT- LABOR, MATERIAL & EQUIPMENT					DATE: _____ CONTRACTOR: _____					
CONTRACT No. _____ REPORT No. _____ CONTRACT CHANGE NOTICE/ MDTA LETTER: _____ Page No. _____ of _____										
IMPORTANT – THIS FORM MUST BE SIGNED AND SUBMITTED NOT LATER THAN THE DAY FOLLOWING DATE WORK WAS PERFORMED										
The following work was performed this date requiring the use of the Labor Force, Materials, Equipment, Special Forces and Services listed hereon: Description of work performed: _____ _____										
LABOR					EQUIPMENT					
NAME	CRAFT	HR RATE	HOURS	TOTALS	MAKE	MODEL	DECRPTION	Hours	RATE	EXT.
CERTIFIED CORRECT BY: _____ DATE: _____										
MATERIAL INVOICE ON UNIT PRICES TO BE PROVIDED NO INVOICE OLDER THAN 30 DAYS ACCEPTED.					ALL EQUIPMENT RATES ARE ADJUSTED TO REFLECT CALIFORNIA BLUE BOOK FLORIDA RATE DISCOUNT					
MATERIAL										
QUAN.	UNIT	DESCRIPTION					RECAP			
							LABOR			
							MATERIALS			
							EQUIPMENT			
CERTIFIED CORRECT BT: _____ DATE: _____							TOTAL THIS SHEET			
FOR ENGINEERS' USE		APPROVED AS TO SUBSTANCE BY: _____ DATE: _____ RESIDENT ENGINEER					EXTENSION OF LABOR, MATERIAL & EQUIPMENT VERIFIED BY: _____ INSPECTOR _____ DATE _____			
00700.E -										

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

## CONTRACTOR AGENT TO ACCEPT SERVICE

CONTRACT No.: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

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

NOTICE TO PROCEED (NTP) DATE: \_\_\_\_\_

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

CONTRACTOR TELEPHONE No.: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_

AGENT'S TITLE: \_\_\_\_\_

AGENT'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AGENT'S TELEPHONE No. \_\_\_\_\_

**Contractor Corporate Representative**

Submitted By: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CONTRACTOR

MIAMI-DADE PUBLIC LIBRARY SYSTEM  
**VOLUME I**  
**PROJECT MANUAL**  
APPENDIX

**South Dade Regional Library Interior Renovations**  
**C23-MDPLS-01-ESP**



APPENDIX

Appendix A SBD Project Worksheet



## Office of Small Business Development

### Project Worksheet

Project/Contract Title: Interior Renovation of the South Dade Regional Library Received Date: 7/28/2023  
Project/Contract No: ITQ No. C23-MDPLS-01-GOB-ESP (REVISED) Rsubmittal Date: 7/12/2023  
Department: Libraries Funding Source: GOB and LTD  
Estimated Cost of Project/Bid: \$9,600,290.00  
Description of Project/Bid: MDPLS is preparing to solicit a professional registered General Contractor for complete construction services for the comprehensive renovation of the interior of the existing multi-story library building of approximately 48,000 square feet of air-conditioned space. The renovation will follow LEED prescriptive path maximum measures. The construction is to be performed in accordance with the Construction Documents and Specifications prepared by Forbes Architects for MDPLS.

Contract Measures Recommendation		
Measure	Program	Goal Percent
No Measure	SBE-Services	
Reasons for Recommendation		
This project worksheet is being resubmitted due to legislative changes resulting from House Bill 705.		
SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-Goods and SBE-Services) SBD reviewed this project pursuant to Implementing Order 3-41 & Ordinance 16-109 for a SBE-G or SBE-S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source; these indicate a No Measure is appropriate to the Goods & Services portion of this contract.		

Living Wages: YES ☐ NO ☒ Highway: YES ☐ NO ☒ Heavy Construction: YES ☐ NO ☒  
Responsible Wages: YES ☐ NO ☒ Building: YES ☐ NO ☒

  
\_\_\_\_\_  
SBD Director

8-1-24  
\_\_\_\_\_  
Date

# MIAMI-DADE COUNTY

## MIAMI-DADE PUBLIC LIBRARY SYSTEM



### **EXHIBIT 1** **Staging Plan**

#### **South Dade Regional Library Interior Renovations**

10750 SW 211 ST, Cutler Bay, Florida 33189

**C23-MDPLS-01-ESP**

2024

ACCESS STATEMENT: To request materials in accessible format, sign language interpreters, CART and/or any accommodation to participate in any Miami-Dade Public Library System sponsored program or meeting, please contact Shiham Lorenzo, 305-375-5005 or [Construction@mdpls.org](mailto:Construction@mdpls.org) at least 7 days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).





Staging Area

GATE TO BE  
UP 8/20/2024

STAGING  
AREA  
TO BE OPENED  
8/20/2024

# **MIAMI-DADE COUNTY**

## **MIAMI-DADE PUBLIC LIBRARY SYSTEM**



### **EXHIBIT 2 Chiller Consolidated Customer Package**

#### **South Dade Regional Library Interior Renovations**

10750 SW 211 ST, Cutler Bay, Florida 33189

**C23-MDPLS-01-ESP**

2024

ACCESS STATEMENT: To request materials in accessible format, sign language interpreters, CART and/or any accommodation to participate in any Miami-Dade Public Library System sponsored program or meeting, please contact Shiham Lorenzo, 305-375-5005 or [Construction@mdpls.org](mailto:Construction@mdpls.org) at least 7 days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).



## Unit Overview

Chiller Model	Ascend (TM) Air-Cooled Chiller Model ACS
Unit Nominal Tonnage	180 Nominal Tons
Voltage	460V/60Hz/3Phase
Refrigerant	Refrigerant Charge R-454B
Elevation	0.00 ft
Agency Listing	UL Listed to U.S./Canadian Safety Std
Model Number	ACSA1802EUA*XEXLXNB2XLHX SMEX1HBNBXXAA1X4XXONX



## Chiller Performance Information

Cooling Capacity	164.69 tons	Total Power	192.80 kW
Cooling Efficiency	10.251 EER (Btu/W-h)	IPLV.IP	16.354 EER (Btu/W-h)

## Evaporator Information

Evaporator Application	Standard Cooling (Above 40 Deg F)	Fluid Properties	
Fouling Factor	0.000100 hr-sq ft-deg F/ Btu	Fluid Type	Water
Flow Sense Set Point	Flow Switch Set Point 60	Fluid Freeze Point	32.00 F
Design Flow	393.86 gpm	Entering Temperature	54.00 F
Evaporator Head Loss	12.47 ft H2O	Leaving Temperature	44.00 F
Strainer Head Loss	1.14 ft		
VPF Min Flow	241.22 gpm		

## Condenser Information

Unit Application	Standard Ambient	Temperatures	
Condenser Fin Options	Long Life Alloy Aluminum Coil	Ambient Air Temp.	95.00 F
Number of Fans	10	Saturated Cond - ckt 1	121.46 F
		Saturated Cond - ckt 2	121.46 F

## Electrical Information

Unit Voltage	460V/60Hz/3Phase	RLA	
Compressor Starter	Across-The-Line-Starter	Compressor 1A	54.00 A
Incoming Line Connection	Single Point Unit Power Connection	Compressor 1B	54.00 A
Incoming Line Connection Type	High Fault Rated Circuit Breaker	Compressor 1C	54.00 A
Short Circuit Current Rating	High Short Circuit Rating	Compressor 2A	54.00 A
FLA - Condenser Fan (each)	2.50 A	Compressor 2B	54.00 A
MCA		Compressor 2C	54.00 A
Single Point Power	397 A	LRA	
MOP		Compressor 1A X-L LRA	294.00 A
Single Point Power	450 A	Compressor 1B X-L LRA	294.00 A
		Compressor 1C X-L LRA	294.00 A
		Compressor 2A X-L LRA	294.00 A
		Compressor 2B X-L LRA	294.00 A
		Compressor 2C X-L LRA	294.00 A

## Pump Information

Pump Package	Dual Pump High Pressure with Dual VFD	Available Head	118.05 ft
Motor Size	25.000 hp	Net Positive Suction Head Required	16.18 ft



Job Name: South Dade Library CH  
Replacement  
Prepared For:

Unit Tag: ACSA-1  
Quantity: 1

## Physical Information

Dimensions		Weights		Charge	Circuit 1	Circuit 2
Length	285 in	Operating	12781 lb	Refrigerant	63.0 lb	63.0 lb
Width	88 in	Shipping	12639 lb	Oil	4.80 gal	4.80 gal
Height	98 in					

## Acoustical Performance

Unit Sound Level					Standard Noise				
Sound Power Levels (Lw, in dB, ref1 pW)									
Percent Load	Octave Band Center Frequency (Hz)								Overall A-Wtd
	63	125	250	500	1000	2000	4000	8000	

Standard full and part-load rating conditions per AHRI 550/590

Sound Pressure Levels (Lw, in dB, ref1 pW) 10m from center of broad sides of chiller									
Percent Load	Octave Band Center Frequency (Hz)								Overall A-Wtd
	63	125	250	500	1000	2000	4000	8000	

Standard full and part-load rating conditions per AHRI 550/590

## Standard Rating Performance and Information for LEED Rating

Refrigerant Charge - ckt 1	63.0 lb	This product meets the minimum efficiency requirements of ASHRAE Standard 90.1 and CANS/CSA C743 for all versions (which are based on AHRI standard rating conditions with water) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section.
Refrigerant Charge - ckt 2	63.0 lb	
Rated Refrigerating Capacity	164.74 tons	The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures
Rated Cooling Efficiency	10.253 EER (Btu/W-h)	
Rated IPLV	16.354 EER (Btu/W-h)	
Refrigerating Capacity	164.69 tons	
Cooling Efficiency	10.251 EER (Btu/W-h)	
Compressor Power	180.46 kW	
Fan Motor Power	12.33 kW	

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at [www.ahridirectory.org](http://www.ahridirectory.org).



Trane Select Assist  
Version Number: 287  
Data Generation Date: 9/18/2024

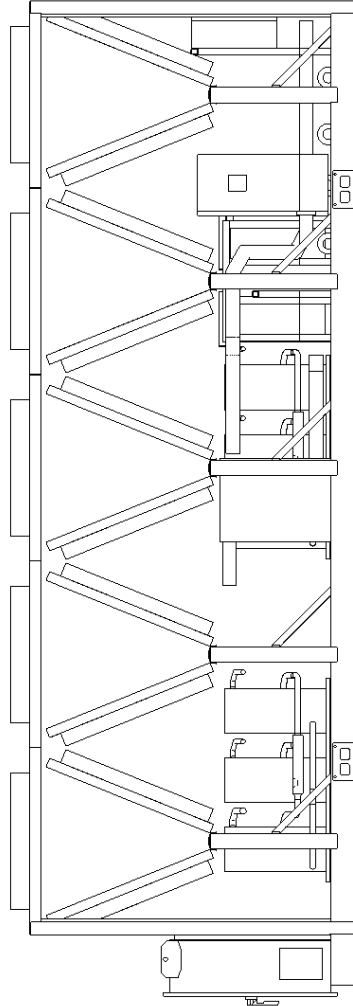
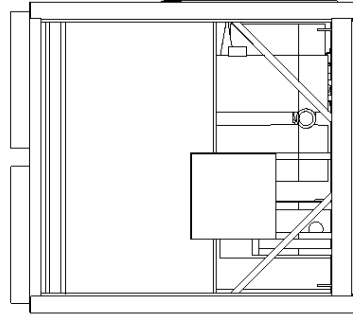
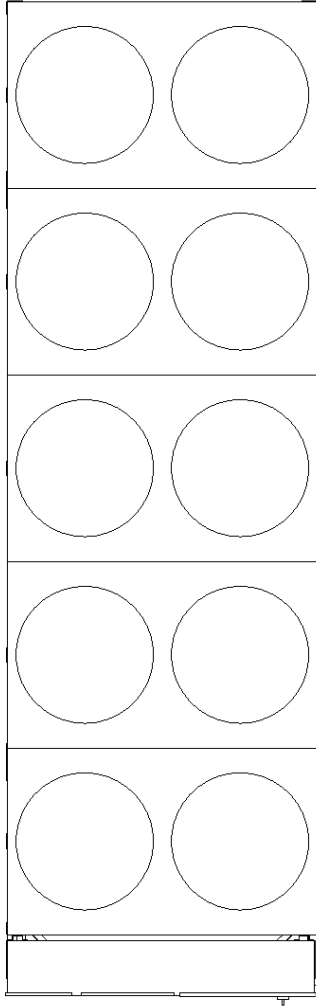


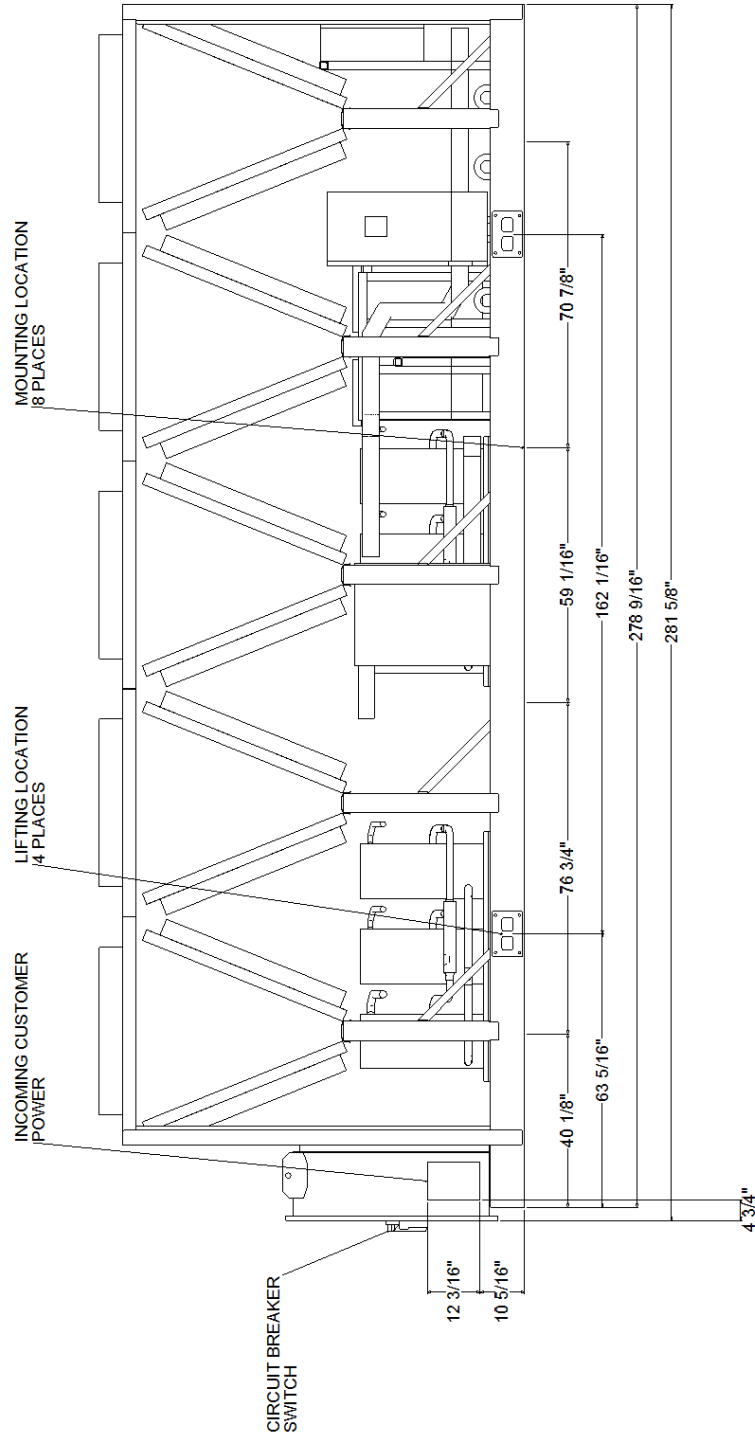
NOMINAL TONNAGE 180

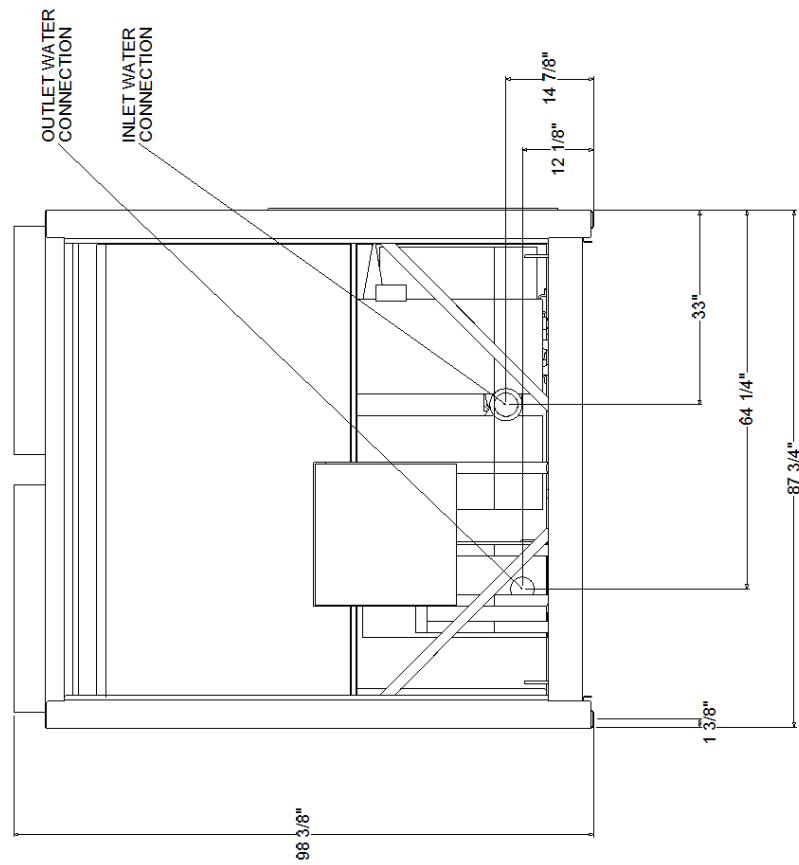
WATER CONNECTION 4" (100mm)

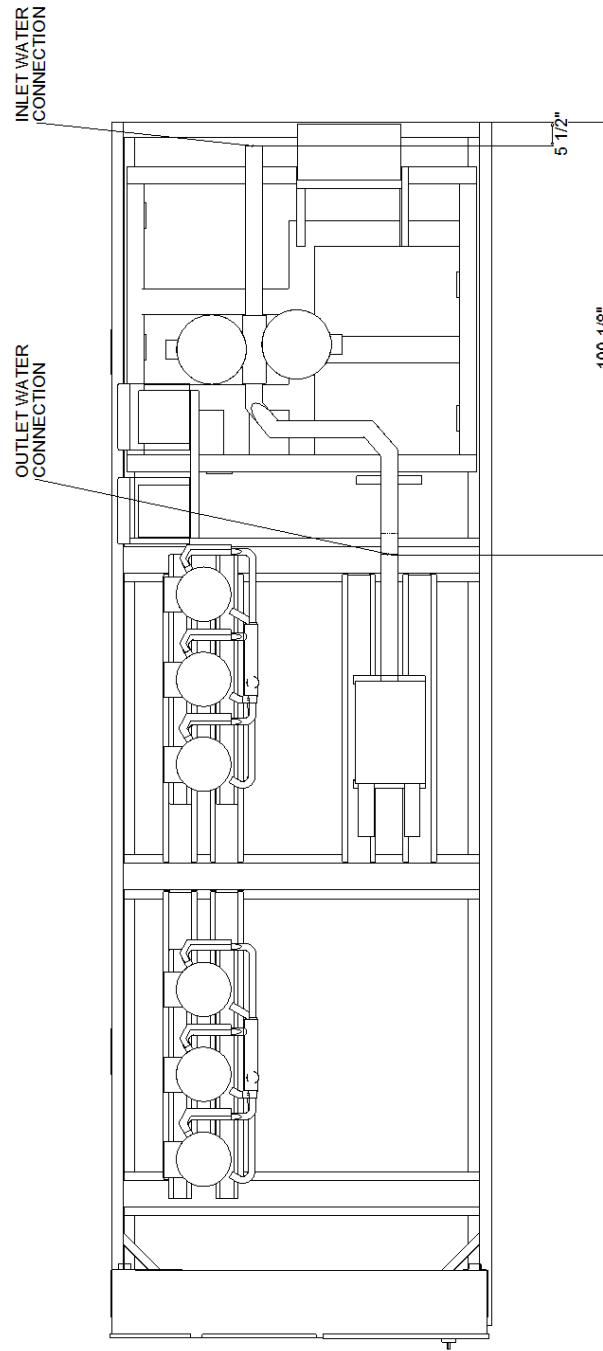
WATER VOLUME 36.7 Gallons/139 Liters

NOTE: WIRING AND MOST PIPING IS  
NOT SHOWN FOR CLARITY. ONLY MAJOR  
COMPONENTS ARE SHOWN.







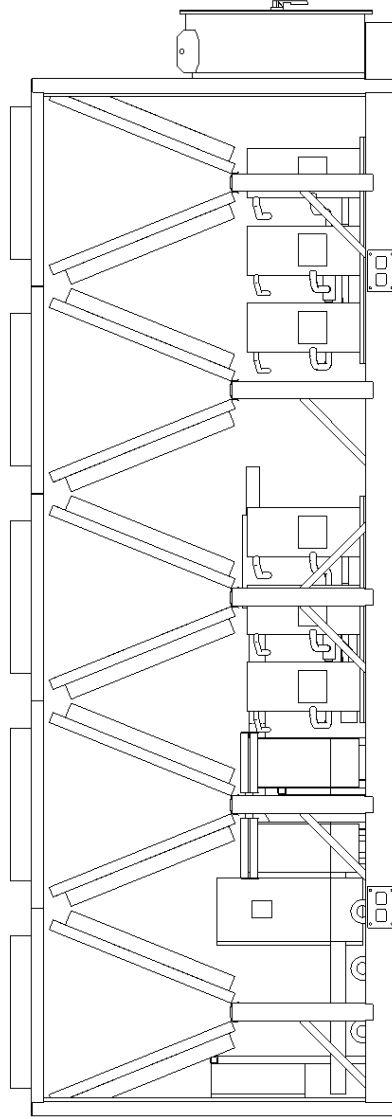


CONDENSER REMOVED FOR CLARITY





The left side view of the unit is displayed for units with partial heat recovery. If no heat recovery option is selected, no dimensions will be displayed.





- NOTES:
1. DO NOT FORK LIFT UNIT.
  2. KEEP UNIT LEVEL WHEN LIFTING.
  3. TOTAL WEIGHT IS TYPICAL FOR UNITS WITH REFRIGERANT CHARGE AND WITHOUT LOUVER PANELS.
  4. DIAGRAM IS A GENERIC REPRESENTATION OF THE UNIT.
  5. THE MAXIMUM RIGGING ANGLE AT EACH CHILLER LIFT POINT IS 30 DEGREES FROM VERTICAL.
  6. DO NOT ALLOW LIFTING STRAPS/CHAINS TO CONTACT UNIT DURING LIFT.

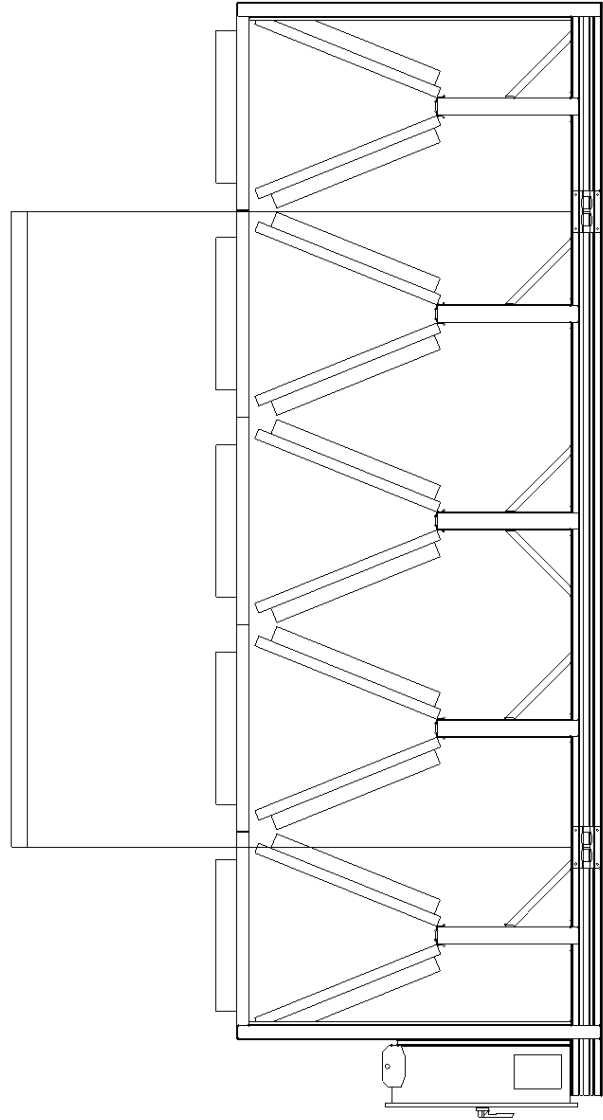
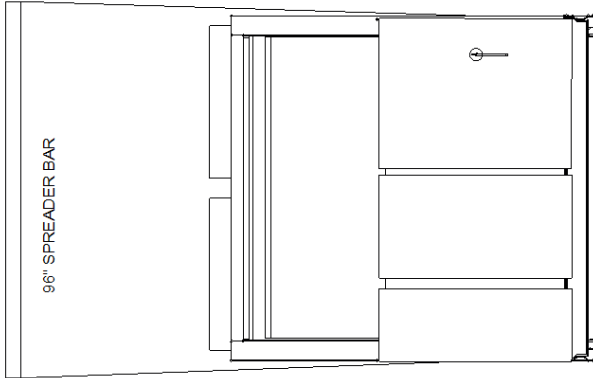
TOTAL SHIPPING/LIFTING WEIGHT 12,639 lb

**WARNING**  
**LIFTING AND RIGGING**

Use the spreader bar as shown in the diagram. Refer to installation instructions located inside control panel for further rigging information.

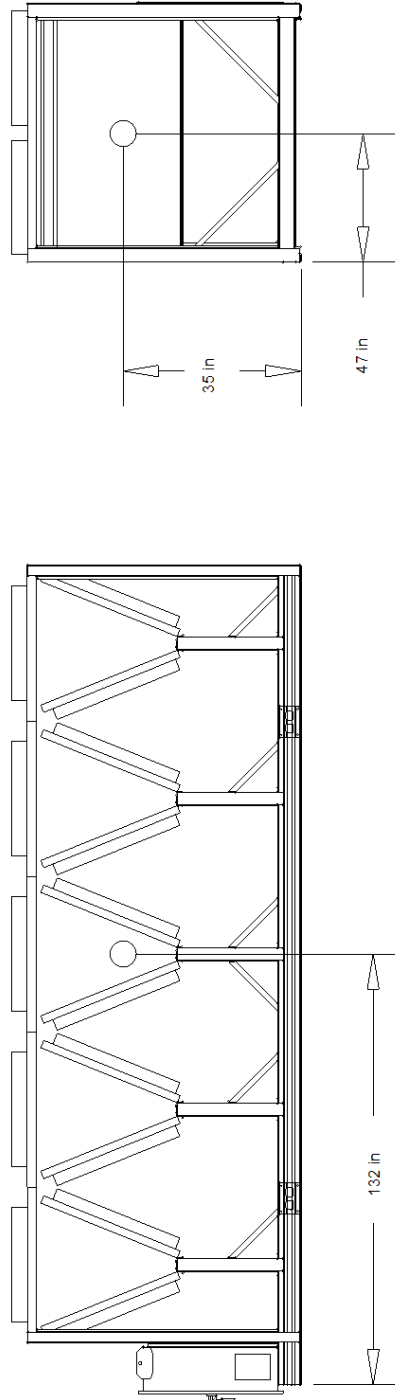
Other lifting arrangements could result in death, serious injury or equipment damage.

**DO NOT ALL LIFTING STRAPS TO CONTACT UNIT DURING LIFT.**



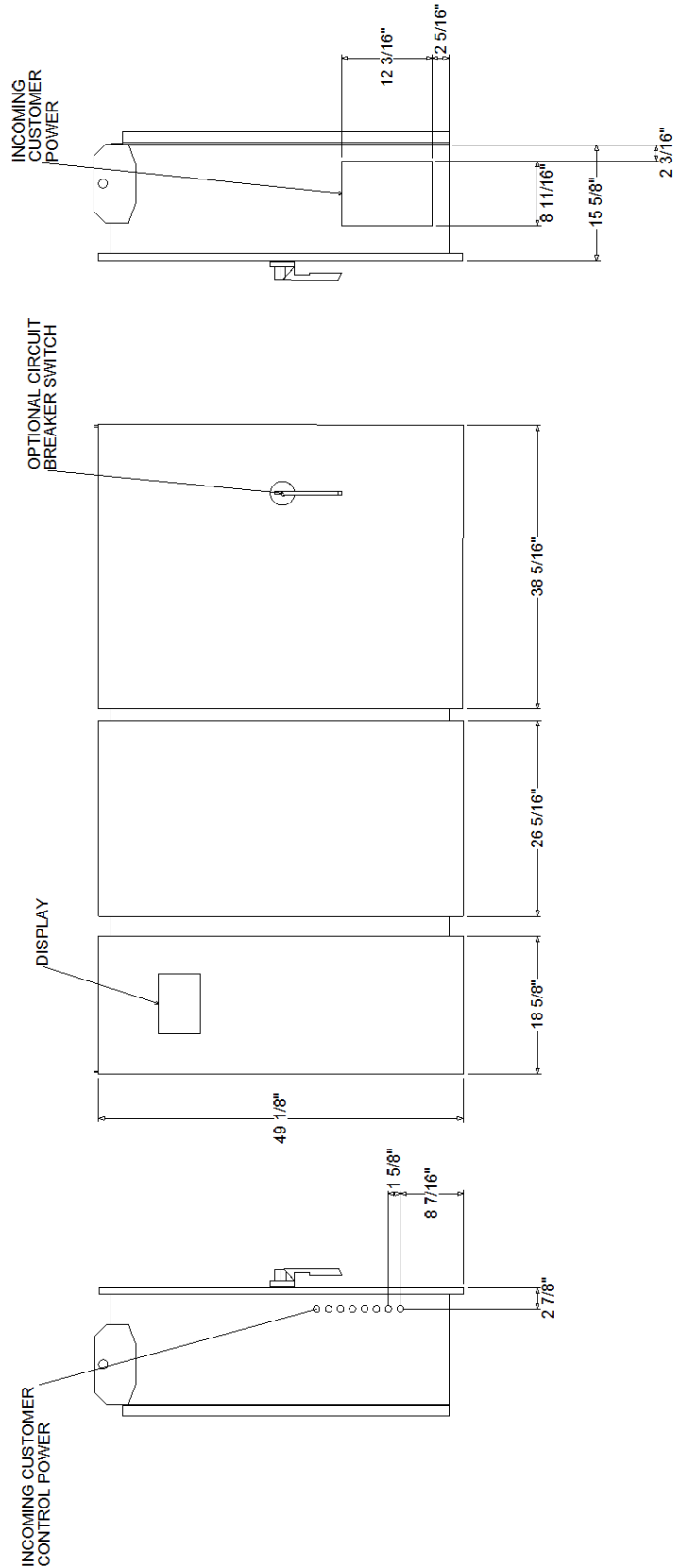
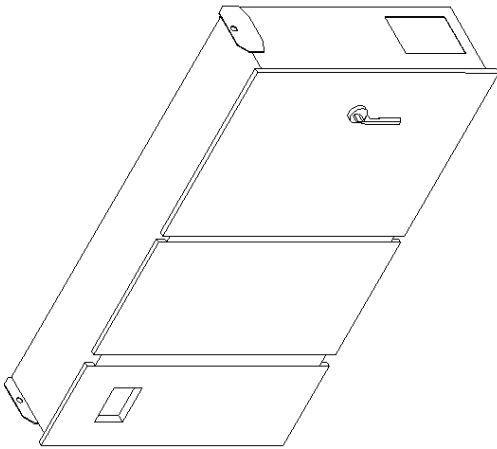
## CENTER OF GRAVITY

Different unit configurations and options may cause a variation in the center of gravity from what is listed. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.



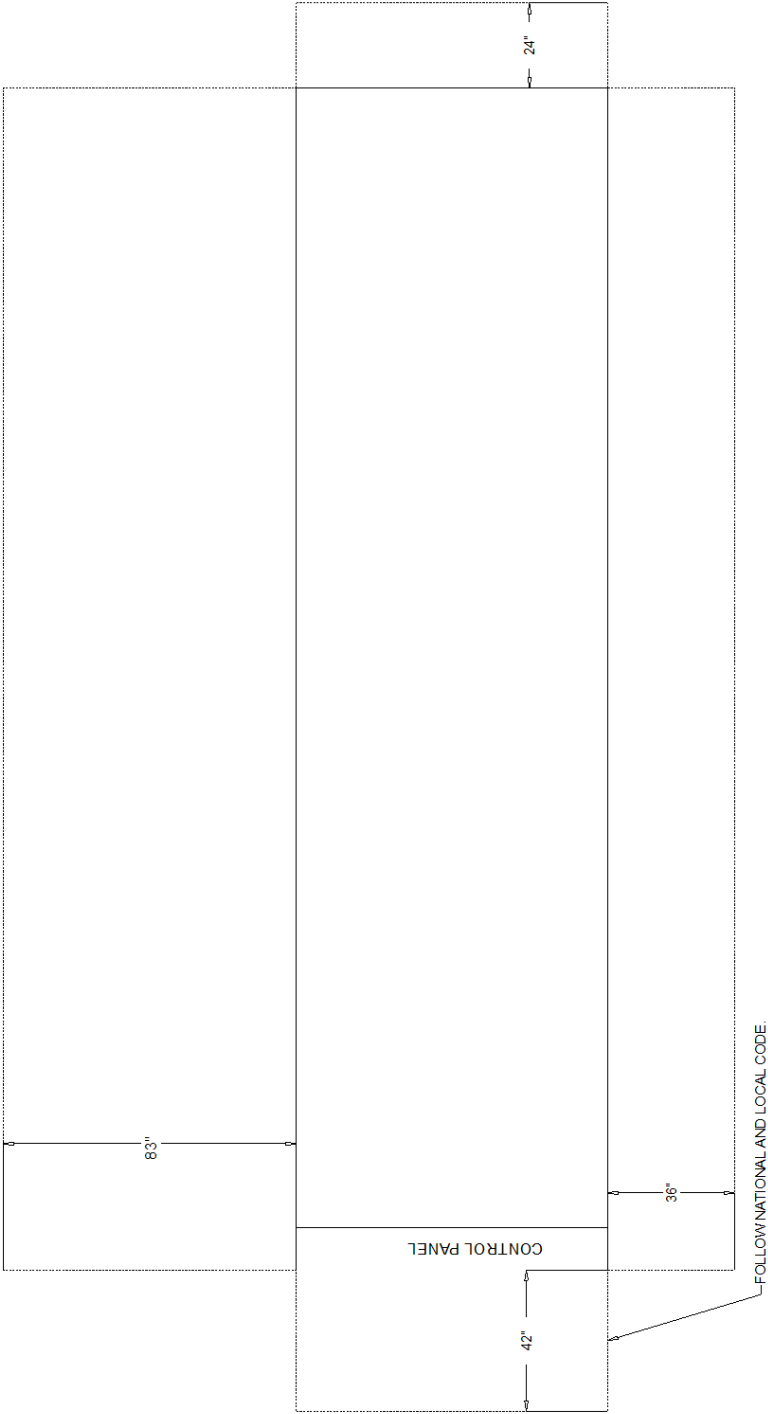


CUSTOMER WIRE SELECTION TABLE		
POWER WIRE CONNECTION TO HIGH FAULT CIRCUIT BREAKER		
CIRCUIT 1 & 2 (SINGLE POINT POWER) LUG WIRE SIZE RANGE (PER PHASE)	(2) 2/0 - 500 MCM	
SHORT CIRCUIT RATING	65,000 A	





UNIT CLEARANCE  
NO OBSTRUCTIONS ABOVE UNIT



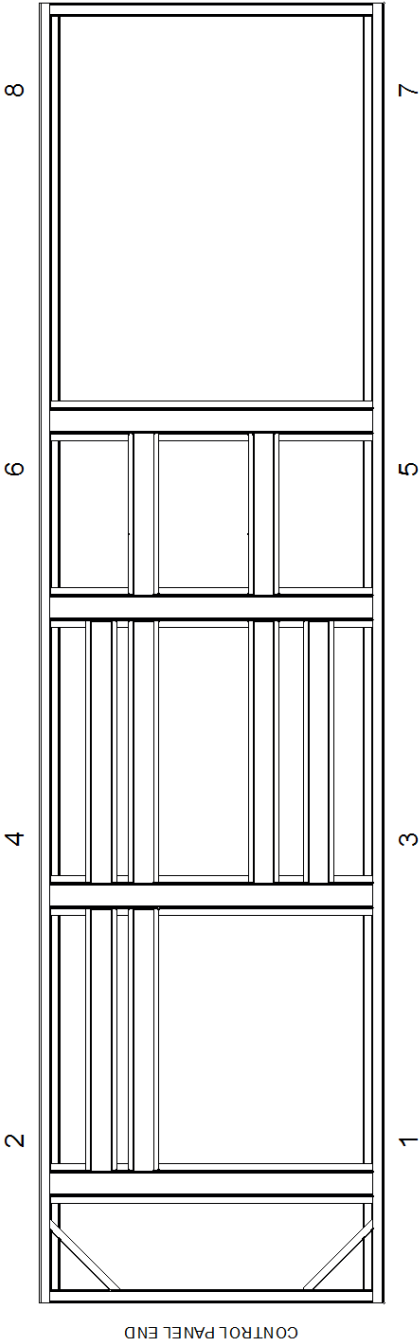
1. A full 40" clearance is required in front of the control panel. Must be measured from the front of the control panel, not the end of the unit base. Installer must also follow NEC and local/state codes for electrical clearance requirements.
2. Area above unit is required for operation, maintenance, access panel and air flow. No obstructions above unit.
3. Clearance of 83" on the side of the unit is required for coil replacement. Preferred side for coil replacement is shown (left side of unit, as facing control panel), however either side is acceptable.
4. For obstructions or multiple units, refer to close spacing bulletin.



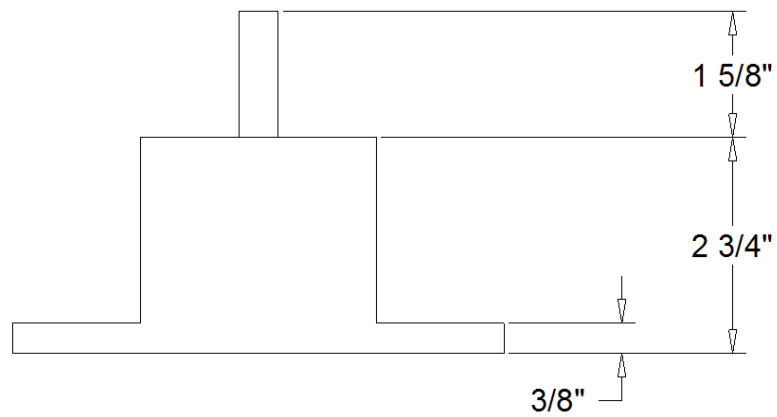
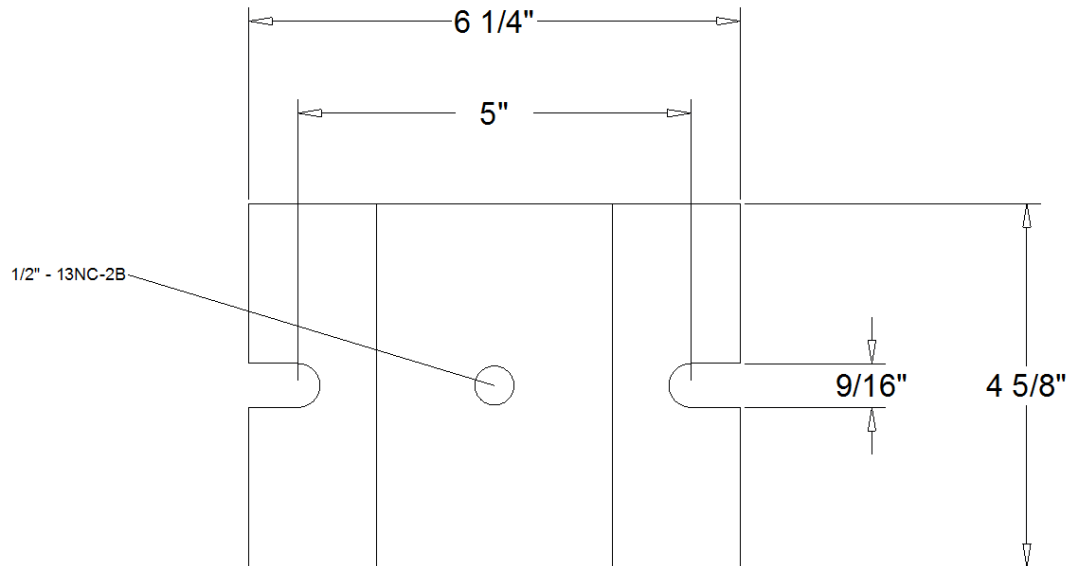
POINT LOAD WEIGHTS AND ISOLATOR SELECTIONS

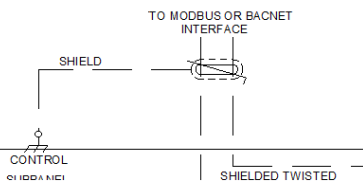
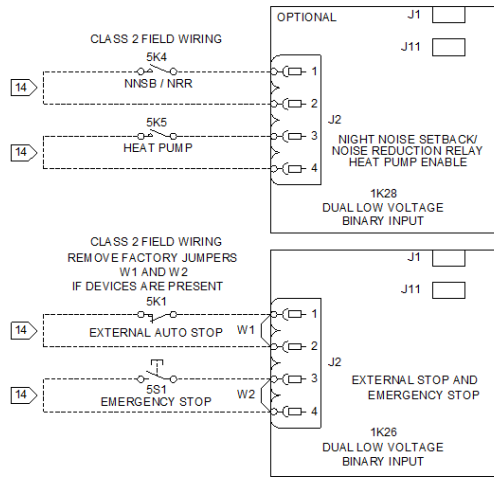
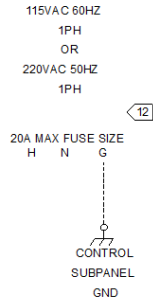
Mounting Hole Diameter: 9/16"

1	1,663 lb	RDP4-WR BRICK RED MAX LOAD 2250.0 lb
2	1,696 lb	RDP4-WR LIME MAX LOAD 3000.0 lb
3	1,481 lb	RDP4-WR BRICK RED MAX LOAD 2250.0 lb
4	1,897 lb	RDP4-WR LIME MAX LOAD 3000.0 lb
5	1,403 lb	RDP4-WR BRICK RED MAX LOAD 2250.0 lb
6	1,548 lb	RDP4-WR BRICK RED MAX LOAD 2250.0 lb
7	1,351 lb	RDP4-WR BRICK RED MAX LOAD 2250.0 lb
8	1,741 lb	RDP4-WR BRICK RED MAX LOAD 2250.0 lb

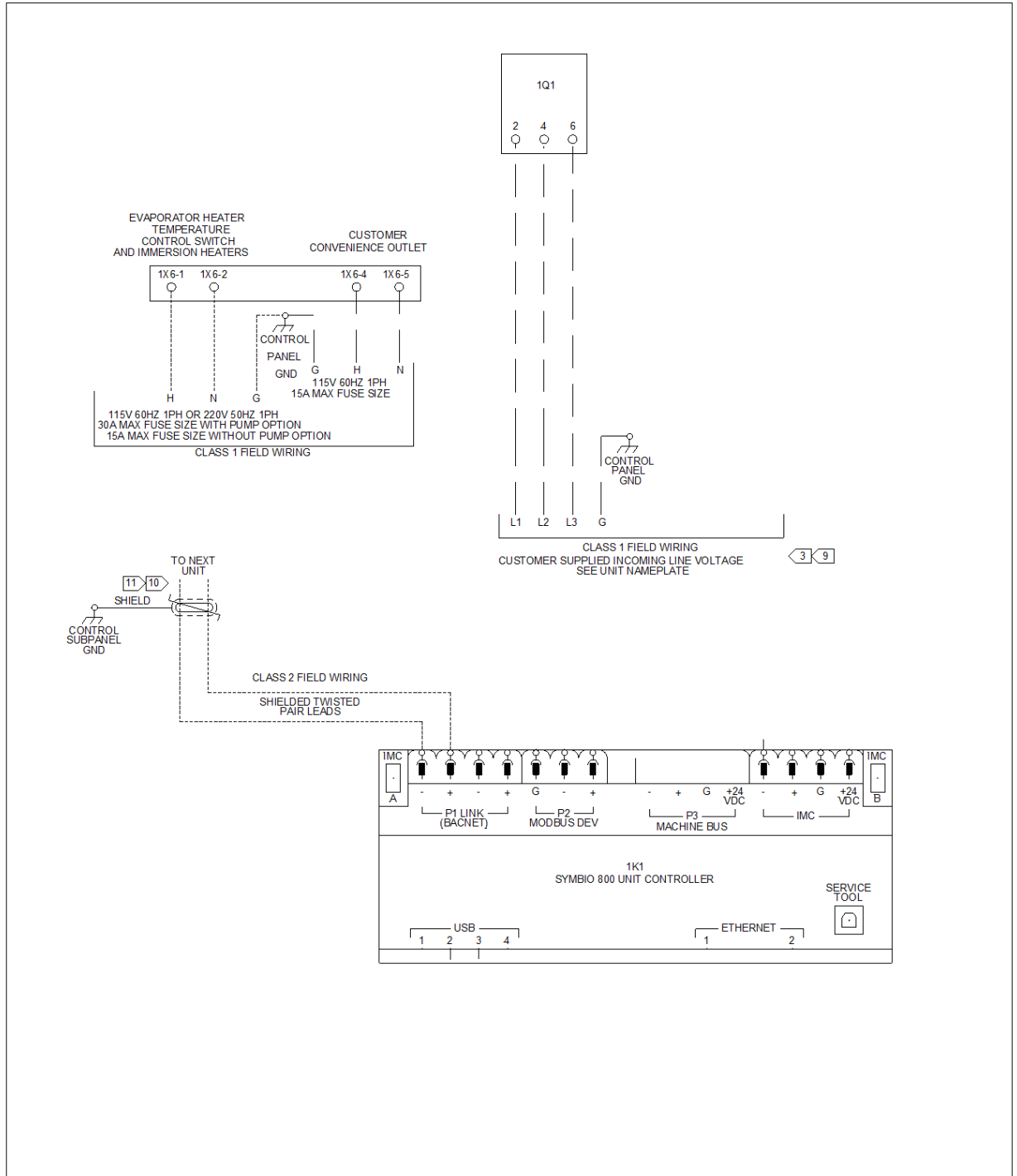


## NEOPRENE ISOLATOR DIMENSIONS











## GENERAL NOTES:

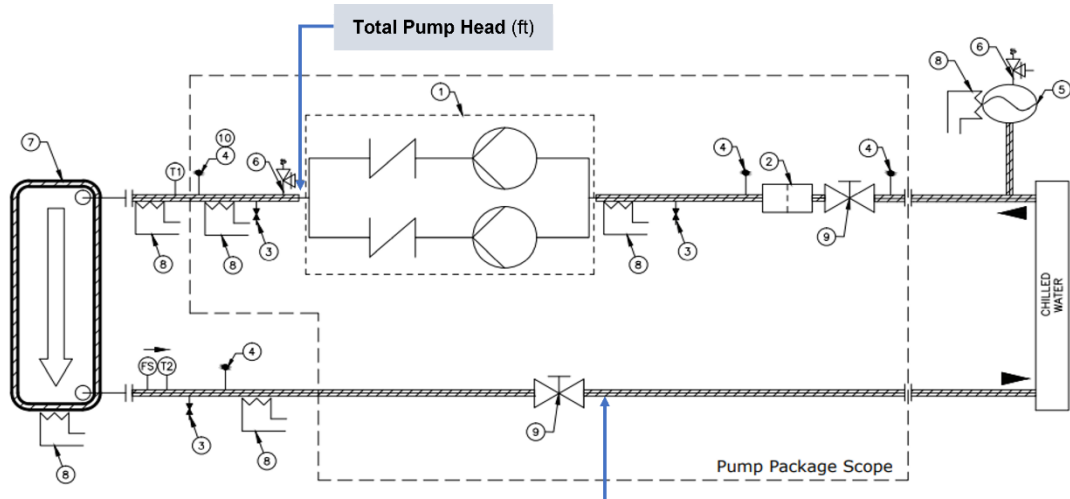
1. WIRE REPRESENTED BY DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS.
2. ALL STANDARD AND OPTIONAL COMPONENTS SHOWN.
- 3 SINGLE SOURCE POWER IS PROVIDED AS STANDARD ON THIS PRODUCT. FIELD CONNECTIONS ARE MADE TO DEVICES 1Q1 OR 1X1.
4. ALL MOTORS ARE PROTECTED FROM PRIMARY SINGLE PHASE FAILURES.
5. CAUTION - TRANE PUMP CONTROL MUST BE USED TO PROVIDE PUMP CONTROL. EVAPORATOR CHILLED WATER PUMP MUST BE CONTROLLED BY THE CHILLER OUTPUT. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN DAMAGE TO THE UNIT.
6. CAUTION - DO NOT ENERGIZE THE UNIT UNTIL CHECK OUT AND STARTUP PROCEDURES HAVE BEEN COMPLETED.

## WIRING REQUIREMENTS:

7. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), STATE AND LOCAL CODES.
8. DO NOT RUN LOW VOLTAGE CONTROL WIRING (30V OR LESS) IN CONDUIT WITH 110V OR HIGHER WIRING. DO NOT EXCEED THE FOLLOWING MAXIMUM RUN LENGTH FOR A GIVEN SIZE: 14 AWG OF 5000 FT, 16 AWG OF 2000 FT OR 18 AWG OF 1000 FT.
- 9 ALL UNIT POWER WIRING MUST BE 600V COPPER CONDUCTORS ONLY AND HAVE A MINIMUM TEMPERATURE INSULATION RATING OF 90 C. REFER TO UNIT NAMEPLATE FOR MINIMUM CIRCUIT AMPACITY AND MAXIMUM OVERCURRENT PROTECTION DEVICE. PROVIDE AN EQUIPMENT GROUNDING IN ACCORDANCE WITH APPLICABLE ELECTRIC CODES. REFER TO WIRE RANGE TABLE FOR LUG SIZES.
- 10 SHIELDED, TWISTED PAIR LEADS ARE REQUIRED FOR CONNECTIONS TO THE COMMUNICATIONS INTERFACE MODULES (1K1 OR OPTIONAL 1K6). THE SHIELD SHOULD BE GROUNDED AT THE UNIT CONTROL PANEL END.
- 11 22 AWG SHIELDED COMMUNICATION WIRE EQUIVALENT TO HELIX LF22P0014216 IS RECOMMENDED FOR WIRING TO NEXT UNIT. THE SUM TOTAL OF ALL INTERCONNECTED CABLE SEGMENTS ARE NOT TO EXCEED 4500 FT. CONNECTION TOPOLOGY SHOULD BE DAISY CHAIN. REFER TO BUILDING AUTOMATION SYSTEM (BAS) COMMUNICATION INSTALLATION LITERATURE FOR END OF LINE TERMINATION RESISTOR REQUIREMENTS.
- 12 ALL CUSTOMER SUPPLIED CONTROL CIRCUIT WIRING MUST BE COPPER CONDUCTORS ONLY AND HAVE A MINIMUM INSULATION RATING OF 300V. EXCEPT AS NOTED, ALL CUSTOMER WIRING CONNECTIONS ARE MADE TO CIRCUIT BOARD MOUNTED BOX LUGS WITH A WIRE RANGE OF 14 TO 18 AWG OR TO DIN RAIL MOUNTED SPRING FORCE TERMINALS.

## CONTACT RATINGS AND REQUIREMENTS:

- 13 UNIT PROVIDED DRY CONTACTS FOR THE CONDENSER / CHILLED WATER PUMP CONTROL. RELAY CONTACT RATINGS AT 120VAC: 7.2A RESISTIVE, 2.88A PILOT DUTY, OR 1/3 HP, 7.2 FLA. CONTACTS ARE RATED FOR 240VAC, 5A GENERAL PURPOSE DUTY. 1K16 IS NOT PRESENT WITH PUMP PACKAGE OPTION.
- 14 CUSTOMER SUPPLIED CONTACTS FOR ALL LOW VOLTAGE CONNECTIONS MUST BE COMPATABLE WITH DRY CIRCUIT 24VDC FOR A 12mA RESISTIVE LOAD. SILVER OR GOLD PLATED CONTACTS ARE RECOMMENDED.
- 18 WHEN ICE MAKING OPTION SELECTED, DEFAULT RELAY SETTING WILL BE REPLACED WITH "ICE MAKING COMPLETE" OUTPUT FUNCTION.



$$\text{Available Head (ft)} = \text{Total Pump Head} - (\text{Evap Head Loss} + \text{Piping Head Losses} + \text{Valve Head Losses} + \text{Strainer Head Loss})$$

#### Pump package performance:

Because the fluid distribution system beyond the chiller is unknown, Trane Select Assist reports

Available Head as the head leaving the brazed plate evaporator. Head leaving the evaporator includes the evaporator head loss, pump package piping frictional effects head losses, valve head losses, and strainer head loss summation.

The pump package should not be operated at  $NPSH_R$ . Operation at this suction head will cause cavitation.  $NPSH_A$  should be at least 1.5 to 2.5 times  $NPSH_R$ .

Item	Description	Item	Description	Item	Description
1	Pump — Single or Dual	6	Water Pressure Relief Valve	T1	Evap Inlet Temp Sensor
2	Water Strainer	7	BPHE	T2	Evap Outlet Temp Sensor
3	Drain Valve	8	Antifreeze Protection	FS	Flow Switch
4	Valve for Pressure Point	9	Butterfly Valve		
5	Expansion Tank	10	Manual Air Bleed		

