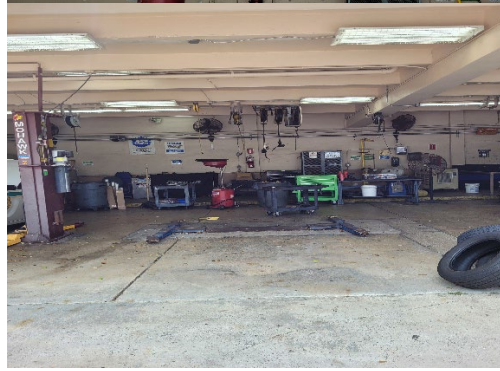


## Miami-Dade County

Internal Services Department  
Fleet Management Division



### Police Station 5, Car Lift Replacement

Vehicle Repair Facility  
7707 SW 117th Avenue  
Miami-Dade County

Supplemental Solicitation  
and Contract Documents

**Small Business Enterprise-Construction Program (SBE-CONST.):**

SBE-CONST. MCC 7360

No goals

**Community Workforce Program:**

Not Applicable

**ISD Contracting Officer:**

France Perez-TeXidor

**RPQ Issue Date:**

August 22, 2024

Miscellaneous Construction Contracts (MCC) Program:  
MCC 7360 Plan -CICC 7360-0/08  
Request for Price Quotation (RPQ) No. ID-0000000564



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**SECTION 1: REQUEST FOR PRICE QUOTATION**

# INVITATION TO BID

**Internal Services**

0  
**Fleet Management Division**  
**3501 NW 46th Street**  
**Miami Fl 33142**



**MIAMI-DADE COUNTY, FLORIDA**

**REQUEST FOR PRICE QUOTATION (RPQ)**

**Contract No:** MCC 7360 Plan

**RPQ No:** ID-0000000564

**INVITATION TO BID**

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Clerk of the Board at 111 NW 1st Street, 17th Floor no later than 9/25/2024 at 02:00 PM. If you have any questions, contact FRANCES PEREZ at 786-469-2746.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

**RPQ DETAILED BREAKDOWN**

Bid Due Date:	9/25/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes			
Estimated Value:	\$16,000	(excluding Contingencies and Dedicated Allowances)						
Project Name:	Police Station 5 Car Lift Replacement							
Project Location:	Vehicle Repair Facility, 7707 SW 117th Avenue, Miami, Florida, 33173							
License Requirements:	Primary:	Building Contractor; General Building Contractor; General Engineering; General Mechanical, Master						
Scope of Work:	(Contractor must obtain and submit all permits prior to performing any work). Work under this Contract includes furnishing of all supervision, labor, materials, tools, and performing all operations required to construct the Work in accordance with the Contract Documents. Work includes but is not limited to removing an inground car lift and installing a new above ground car lift furnished by the County. Contractor to be responsible for all permits requirements. Refer to Article 2.02 for additional Work details.							
Document Pickup:	Contact:	Frances Perez	Phone No:	786-469-2746	Date:	8/22/2024		
	Location:	Electronic						
Pre-Bid Meeting::	YES	Mandatory:	No	Date:	8/29/2024	Time:	10:00 AM	
	Location:	Police Station 5, 7707 SW 117 Avenue						
Site Meeting:	YES	Mandatory:	No	Date:	8/29/2024	Time:	10:00 AM	
	Location:	Police Station 5						
Bid shall be submitted to:	Contact:	Clerk of the Board						
	Address:	111 NW 1st Street, 17th Floor						
	Email:		FAX # :					
Type of Contract:	Multiple Trade			Method of Award:	Lowest Responsible Bidder			
Method of Payment:	Scheduled Monthly Payments			Insurance Required:	YES			
Additional Insurance Required:	YES		If Yes - Minimum Coverage:	\$1,000,000.00				
Performance & Payment Bond Required:	NO			Bid Bond Required:	NO			
Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:		
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:				NO
SBE-S Requirements	NO	Percentage:	0.00%					
SBE-G Requirements	NO	Percentage:	0.00%					
Liquidated Damages:	YES	\$\$ Per Day:	\$638.00					
For RPQ's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.								
Design Drawing Included:	NO	Shop Drawing Included:	NO	Specifications Included:	YES			
Anticipated Start Date:	10/7/2024			Calendar Days for Project Completion:	60			
Comments:	LOCATION OF WORK: Work is to be performed at Police Station 5, Vehicle Repair Facility, 7707 SW 117th Avenue, Miami, Florida, 33173							

**LICENSE REQUIREMENTS:**

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 and Contract Documents, the Bidder must hold a valid, current, and active:

Certificate of Competency as a General Mechanical Contractor, General Building Contractor, or General Engineer Contractor.

Or.

State of Florida License contractor.

**EXPERIENCE:**

Experience Requirement:

1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience

requirement by:

a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:

- 1) The identified personnel and their assigned role and responsibilities for the listed project
- 2) The client's name and address, including a contact person and phone number for reference
- 3) Description of work
- 4) Total dollar value of the contract
- 5) Contract duration

6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor and

7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations.

The County reserves the right to request additional information and/or contact listed persons pertaining to the bidder's experience.

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

B. Contractor shall furnish to Miami Dade County, Internal Service Department, Fleet Management Division, 3501 NW 46th Street, Second Floor, Miami, Florida 33142, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all Contractor employees as required by Florida Statute 440.

2. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

**LIQUIDATED DAMAGES.**

Contractor shall pay to the County, not as a penalty but as liquidated damages, the amount \$638.00 per day should Contractor fail to complete all work specified within the time stipulated in the Contract for substantial completion, including extra time granted in writing by the County. Substantial completion must be achieved prior to contract final acceptance unless a different time is stipulated under the contract duration on the Special Provisions.

**BID DOCUMENTS:**

Bidding documents may be obtained at <https://www8.miamidade.gov/Apps/ISD/DPMWW/Solicitationlist.aspx>. at no cost to the contractor. If you encounter any issues downloading the files, Contact: [Alfredo.Munoz@miamidade.gov](mailto:Alfredo.Munoz@miamidade.gov) or [Frances.Perez@miamidade.gov](mailto:Frances.Perez@miamidade.gov).

**ADDENDUMS - RFI'S**

All RFI requests should be emailed to [Alfredo.Munoz@miamidade.gov](mailto:Alfredo.Munoz@miamidade.gov), copying

Frances.Perez@Miamiade.gov and the Clerk of the Board (clerkbcc@miamidade.gov).

Be advised that all Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:

<https://www8.miamidade.gov/Apps/ISD/DPMWW/Solicitationlist.aspx>

**VENDOR REGISTRATION:**

Due to the new Vendor Registration procedures of the Internal Service Department, Procurement Management Division, updated definitions along with the "Affirmation of Vendor Affidavits" have been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to award.

**FUNDING INFORMATION:**

General Funds.

**PRE BID & BID SUBMITTAL DUE DATE:**

Pre-Bid Conference time and location: Wednesday, 10:00 A.M., August 29, 2024, Non-Mandatory Pre-Bid Meeting will be conducted at the site.

Bid Submittal Time and Location: Wednesday, 2:00 P.M., September 25, 2024, at 111 NW 1 Street, 17th Floor, Clerk of the Board Office

Bid Opening immediately after Bid Submittal on the 18th Floor.

## **DISCLOSURE:**

- 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. 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. 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 to **Internal Services, Fleet Management Division, 3501 NW 46th Street, Miami FL 33142**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

\*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.

## **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.



## **SECTION 2: SOLICITATION FORMS**

All forms and documents contained in this Section shall be completed pursuant to these Contract Documents and submitted with the Bid Submittal for this Project.

# BID FORM

INTERNAL SERVICES DEPARTMENT

FLEET MANAGEMENT DIVISION

PROJECT NAME: **Police Station 5, Car Lift Replacement**

RPQ NO. ID-0000000564

To: Miami-Dade County  
Internal Services Department  
Miami, Florida

Bid Opening Date: **Wednesday, September 25, 2024**

Bid Opening Time: 2:00 PM

Local Time: SPCC Clerk of the Board, 17 Floor

Gentlemen:

We \_\_\_\_\_

Bidder's Name

have received, have examined and are familiar with the Contract Documents bearing the title **Police Station 5, Car Lift Replacement - RPQ NO. ID-0000000564**, the forms for the Submittal of Bids and have included the cost of their provisions in our Bid. We have examined, are familiar with, and do accept the conditions of the Work site and other conditions affecting the Work.

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

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

\_\_\_\_\_

Dated

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

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

\_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

PROJECT NAME: **Police Station 5, Car Lift Replacement**

PROJECT No.: ID-000000564

**BID FORM**

IF THIS CONTRACT IS ACCEPTED, THE BIDDER AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN **20** CALENDAR DAYS AFTER THE EFFECTIVE DATE OF NOTICE TO PROCEED. **PRICING SHALL BE INCLUSIVE OF ALL REQUIREMENTS TO COMPLETE THE SCOPE OF WORK AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.**

\*\*\*\*\* **TO BE COMPLETED BY BIDDER AT BID SUBMISSION** \*\*\*\*\*

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Removing an inground car lift and installing a new above-ground car lift. (County to furnish the lift) See Special Provisions for Work detail.	LS	1.0		

**TOTAL BASE BID** \$ \_\_\_\_\_

(Instructions: The spaces provided in the Total Price Column(s) for the Bid Line Item(s) must be filled in and no spaces left blank. The sum of the Bid Line Items must represent your Base Bid Total. Failure to submit a complete and accurate Bid Form may result in your bid found non-responsive.)

**A TEN PERCENT (10%) CONTINGENCY ALLOWANCE AND OTHER DEDICATED ALLOWANCES AS REQUIRED WILL BE ADDED TO THE BASE BID TOTAL AS STIPULATED IN THE SPECIAL PROVISIONS.**

LICENSE NO. \_\_\_\_\_ BIDDER'S NAME \_\_\_\_\_

BIDDER'S TELEPHONE NUMBER \_\_\_\_\_ BIDDER'S ADDRESS \_\_\_\_\_

BIDDER'S FEIN NUMBER \_\_\_\_\_ BIDDER'S SIGNATURE \_\_\_\_\_

THE BIDDER UNDERSTANDS AND AGREES THAT THE BASE BID TOTAL AND ALL APPLICABLE ALLOWANCES ARE INCLUSIVE OF ALL WORK NECESSARY TO COMPLETE THE SCOPE OF WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS, AND IF THIS PROPOSAL IS ACCEPTED, THE BIDDER AGREES TO ENTER INTO AND EXECUTE THE CONTRACT WITH THE NECESSARY BOND AND ACCEPT THE ABOVE BASE BID, INCLUSIVE OF ALL ALLOWANCES, AS FULL COMPENSATION FOR THE WORK PERFORMED UNDER THIS CONTRACT.

**\*YOU ARE REQUIRED TO TRANSFER TOTALS TO FORM APPENDIX 5A. FAILURE TO COMPLY WITH THIS REQUEST MAY RENDER THE PROPOSAL NON-RESPONSIVE.**

**By submitting a bid pursuant to this solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this solicitation which the Bidder considers to be a trade secret, proprietary or confidential.** In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release

ATTACHMENT 5A

Internal Services  
Fleet Management Division  
3501 NW 46th Street  
Miami, Fl 33142



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)  
Contract No: MCC 7360 Plan  
RPQ No: ID-0000000564

**RPQ BID FORM – ATTACHMENT 5A**

---

**RPQ Project Name:** Police Station 5 Car Lift Replacement

---

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

---

**Bidder's Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**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.

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

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

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

---

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. 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. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.*

## ACKNOWLEDGEMENT OF ADDENDA



MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT (ISD)

---

PROJECT: Project Name: Police Station 5, Car Lift Replacement  
Project No. ID-0000000564

**ACKNOWLEDGEMENT OF ADDENDA**

(Must be completed and submitted with required solicitation documents)

**Instructions:** Complete Part I or Part II, as applicable.

---

**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated \_\_\_\_\_, 202\_\_

Addendum #2, Dated \_\_\_\_\_, 202\_\_

Addendum #3, Dated \_\_\_\_\_, 202\_\_

Addendum #4, Dated \_\_\_\_\_, 202\_\_

Addendum #5, Dated \_\_\_\_\_, 202\_\_

Addendum #6, Dated \_\_\_\_\_, 202\_\_

Addendum #7, Dated \_\_\_\_\_, 202\_\_

Addendum #8, Dated \_\_\_\_\_, 202\_\_

Addendum #9, Dated \_\_\_\_\_, 202\_\_

Addendum #10, Dated \_\_\_\_\_, 202\_\_

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**PART II:**

\_\_\_\_\_ No Addendum was received in connection with this solicitation.

---

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

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

Firm Name: \_\_\_\_\_

SURETY BID BOND FORM

BID BOND IS NOT REQUIRED FOR THIS PROJECT

# COLLUSION AFFIDAVIT



# CERTIFICATE OF ASSURANCE



# CONTRACTOR DUE DILIGENCE AFFIDAVIT

**Miami-Dade County**

**Contractor Due Diligence Affidavit**

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

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

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

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

**Contract Title:**

Printed Name of Affiant       Printed Title of Affiant       Signature of Affiant

Name of Firm       Date

Address of Firm       State       Zip Code

**Notary Public Information**

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

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

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

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

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

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



## **SECTION 3: INSTRUCTIONS TO BIDDERS**

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

# SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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## 1. SUPPLEMENTAL BIDDING REQUIREMENTS

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### 1.01 BID FORMS

#### A. Estimated Quantities.

1. The Bid Form contains estimated quantities that are provided for bidding purposes only. The actual quantities required to construct the Work may vary from those shown. The County reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the length of the Contract.
2. Bid Items which are estimated with a unit quantity of one are anticipated to be use in minimal quantities, if any, as approved by the Project Manager. Any Contract provisions pertaining to adjustments in item prices shall not apply. Therefore, no adjustment shall be made to the unit prices awarded as a result of changes to the estimated quantities provided in the Bid Form. Final quantities shall be as approved by the Project Manager.

#### B. Preparation of Proposal.

1. All blank spaces on the Bid Form for bid prices must be filled in ink.
2. If the Bid is made by an individual, a sole proprietorship or an individual operating under a trade name, the name and post office address of the individual or owner must be shown in each instance. If made by a partnership, the Bid must be signed by one of the partners, and the names and addresses of the partners must be listed. If made by a corporation, the Bid must be signed by an authorized officer or agent of the corporation, the corporation must be clearly identified and the corporate seal must be affixed. In addition, a Bid made by a corporation must also list the name of the state wherein the corporation was chartered and the business address of the corporation.
3. Bids must be submitted only on the hardcopy Bid form provided with these Contract Documents unless a revised Bid Form is provided by the County via Addendum, in which case the latest Bid Form provided by Addendum shall be used.
4. All required forms must be completed and submitted and, all blanks must be filled in.

#### C. Rejection of Irregular Proposals.

1. Bids will be considered irregular, and may be rejected, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced either in excess of or below a reasonable cost analysis value.

#### D. Pay Items.

1. Any work not specifically mentioned in the pay items listed in the Proposal, but indicated on the plans and/or specifications, shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.
- 2.

## 1.02 BID SECURITY

- A. Bid security (Bid Bond) is not required for this project.

## 1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

- A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.
- B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel.

## 1.04 SUPPLIERS AND SUBCONTRACTORS

- A. The Bidder should stipulate in their proposal all suppliers and subcontractors they plan to use for this job. This list should be updated as needed by the awarded vendor. The Contractor will be required to obtain all release of liens, claims, notice to owners. etc. from all suppliers and subcontractors prior to payment being made by the County. All these releases must be presented to the County's project manager.

## 1.05 SMALL BUSINESS ENTERPRISE PROGRAM (SBD)

- A. Miami-Dade County web-based Business Management Workforce System (BMWS)
  - 1. Bidders must register under Miami-Dade County web-based Business Management Workforce System (BMWS). BMWS is managed by the Small Business Development (SBD) Division of the Internal Services Department. BMWS is utilized to apply online for Small Business Enterprise (SBE) certification, manage County contracts, and track compliance with SBE Program measures, Workforce Program requirements, and subcontractor payments.
  - 2. The use of this web-based system is mandatory for firms contracting with Miami-Dade County for the submission and verification of payment information and certified payrolls. Training for BMWS can be offered at the following web address: <https://mdcsbd.gob2g.com/>
  - 1. BMWS is accessible, at no charge, to all vendors doing – or interested in doing – business with Miami-Dade County. Key features include:

- a. Online application for Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Local Developing Business (LDB) certification
  - b. Online registration for the Equitable Distribution Program (EDP)
  - c. Enhanced online SBE, DBE, and LDB Directory, with key-word search capabilities.
  - d. Electronic submission of subcontractors for fulfillment of SBE requirements
  - e. Electronic submission of contractors' utilization payments and verification of SBE payments via the web or a mobile device
  - f. Automated tracking of progress towards meeting SBE goals
  - g. Electronic submission of certified payrolls
  - h. Electronic submission of workforce compliance data
  - i. Automated notifications regarding compliance requirements
  - j. Elimination of/ or limited paper-based reporting
- B. SBE-CONST Make-up Plan
- 1. Not Applicable.
- C. Small Business Enterprise-Construction Program Measures
- 1. Not Applicable
  - 2. Bidders must:
    - a. Submit a completed Certificate of Assurance (COA) along with the Bid Submittal Package;
    - b. Place the completed COA on top of the bid package so that it can be readily identified by the Department during the bid opening. By submitting a completed COA, the bidder acknowledges. All SBEs listed in the Utilization Plan will be required to confirm their subcontractor agreement via BMWS, within the specified time frame, before the Utilization Plan may be submitted to SBD for approval.
  - 3. The Department will forward the COA(s) to SBD for compliance review. Bidders who fail to submit the Utilization Plan via BMWS within the specified time frame requested by SBD will be considered "nonresponsive".

#### 1.06 NON-MANDATORY PRE-BID SITE INSPECTION

- A. Due to the nature of the work to be performed at this facility and the differences that each vendor may perceive on all the items in need of repair and/or replacement, the department will encourage all bidders to attend the pre-Bid meeting. The Pre-bid meeting is non-mandatory, a site inspection will be conducted at the same time.

#### 1.07 SITE INVESTIGATION

- A. Examine the Contract Documents and the site of the proposed work, when applicable, carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

- B. The Department does not guarantee the details pertaining to borings, as shown on the plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered.
- C. The bidder's submission of a proposal is sufficient evidence that the bidder has made an examination as described in this Article. Therefore:
  - 1. The 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 or requirements of similar Work to be performed within Miami-Dade County Public Right-of-Ways. The general and local conditions include, but are not restricted to those bearing upon transportation 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. 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.

#### 1.08 CONTRACTOR QUALIFICATION REQUIREMENTS

##### A. Certificate of Competency Requirement:

- 1. 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 and Contract Documents, the Bidder must hold a valid, current, and active:
  - a. Certificate of Competency from the County's Construction Trades Qualifying Board as General Mechanical Contractor, or General Building Contractor.
  - b. State of Florida General Contractor.

##### B. Experience Requirement:

- 1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:
  - a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
    - 1) The identified personnel and their assigned role and responsibilities for the listed project
    - 2) The client name and address including a contact person and phone number for reference

- 3) Description of work
  - 4) Total dollar value of the contract
  - 5) Contract duration
  - 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
  - 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations; or
2. The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

#### 1.09 AWARD OF CONTRACT

- A. The award of the Contract, if it be made in the County's sole discretion, shall be to the lowest responsive and responsible bidder whose bid complies with all of the material terms of this solicitation and is determined to be in the best interest of the County.
- B. 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 Contractor 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.
- C. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.
- D. By submitting a bid, the bidder acknowledges that the County shall have the right to investigate the existence of these factors in determining whether to award the bid, and to evaluate, without limitation, the bidder's outstanding commitments on other awarded contracts, its resources to perform the Work under the Contract, and its past performance.
- E. The County reserves the right to waive any informality in, or to reject any or all bids. Bids from any person, firm or corporation in default upon any agreement with the County will be rejected.
- F. The Bidders should be qualified by experience, financing, and equipment to do the work described in the Contract Documents. The County may require from the apparent lowest responsive and responsible Bidder, as a condition for Award, a list of the major construction equipment that is available to perform all the work required by the Contract. The list shall include all equipment required and available including: quantity; condition; make and model; whether owned or leased; and their present location. Actual proof of ownership (bills of sale or certified proof of a valid lease in the name of the firm submitting the Bid) of the equipment or the ability to secure the equipment prior to Contract Award is required. A visual inspection by the County of the equipment listed shall be facilitated within 10 days of submittal of the aforementioned list. Failure to meet the timeframes



and conditions stipulated herein or in the Recommendation for Award may result in the disqualification of the Bidder.

#### 1.10 PAYMENT AND PERFORMANCE BONDS

- A. Per Resolution R-593-13, there is no requirement for the Community Small Business Enterprise firm entering into this contract to execute and deliver a payment and performance bond.
- B. P&P bond is not required for this project

#### 1.11 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

Article 2.9 of the Special Conditions to the CICC 7360-0/08 Contract are deleted and replaced with the following:

- A. 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. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.
- B. Contractor shall furnish to Miami Dade County, Internal Service Department, Fleet Management Division, 3501 NW 46<sup>th</sup> Street, Second Floor, Miami Florida 33142, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
  - 1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  - 2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence, \$2,000,000.00 in the aggregate, not to exclude coverage for products and completed operations, **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
  - 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. 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:
  - 1. 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

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

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

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 his liability and obligation under this section or under any other section of this agreement.

## **SECTION 4: SUPPLEMENTAL INFORMATION**

N/A

## **SECTION 5: SUPPLEMENTARY CONDITIONS**

**SUPPLEMENTARY CONDITIONS**  
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## 1. SUPPLEMENTARY CONDITIONS

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### 1.01 MISCELLANEOUS CONSTRUCTION CONTRACT 7360 PLAN

- A. These Supplementary Conditions amend or supplement the Miscellaneous Construction Contract (MCC) CICC 7360-0/08, the MCC 7360 Plan, 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 MCC 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.

### 1.02 APPLICABLE WAGE RATES

- A. Amend Paragraph 2.17 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:
1. Responsible wages and Benefits do not apply to this project.

### 1.03 CONTINGENCY ALLOWANCE FOR TIME

- A. Paragraph 2.58 of the CICC 7360-0/08 Miscellaneous Construction Contract is hereby amended to provide a Contingency Allowance for time extension not to exceed ten percent of the original Contract Duration pursuant to a written request by Contractor for a time extension for an Excusable Delay, as described in Paragraph 2.58 of the 7360 Miscellaneous Construction Contract, that affects the critical path schedule of the Contract or any previously approved changes. The request must be accompanied by written documentation that supports the justification of a time extension, and is subject to review and concurrence by the department Project Manager, or designee. If approved, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent of the original Contract Duration rounded off to the next whole number.

### 1.04 WEATHER DELAYS

- A. Schedule of Anticipated Weather Delay Days
1. The following schedule of average climatic range, based on National Oceanic and Atmospheric Administration (NOAA) normal data (1981-2010 Monthly Normals; GHCN Daily ID: USW00012839; MIAMI INTL AP, FL), will be used as the standard baseline for monthly evaluations of weather delays for this Contract.

Schedule of Anticipated Weather Delay Days												
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	3	4	4	4	7	12	11	13	13	8	4	4

2. The above schedule provides the anticipated number of days each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days listed in the schedule, for each month, is included in the Work and is not eligible for extension of Contract Time. The Work Progress Schedule submitted by Contractor must reflect these anticipated adverse weather delays in all weather dependent activities.

B. Extension of Contract Time for Adverse Weather Days In Excess of the Standard Baseline

1. If the basis exists, in accordance with the Conditions of the Contract, for a claim for extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in a month that are in excess of the number of days listed above for that month in the Schedule of Anticipated Adverse Weather Delay Days.
2. Adverse Weather Day is defined, for the purpose of this Article, as the occurrence of one or more of the following weather conditions within a twenty-four (24) hour day that prevents scheduled critical path construction activity exposed to weather conditions:
  - a. Precipitation in excess of one-tenth inch (0.10").
  - b. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
  - c. Sustained wind in excess of twenty-five (25) miles per hour.
3. Adverse Weather Day may include "dry-out" days, resulting from precipitation that occurs beyond the Anticipated Weather Delay Days for the month, only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and, at a rate no greater than 1 make-up day for each precipitation day (or consecutive days) that total 1.0 inch or more of precipitation.
4. A Weather Delay Day may be counted by the Project Manager, if adverse weather prevents work on the Project for fifty percent (50%) or more of the Contractor's normal scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday approved by the Project Manager with construction activity scheduled that day.
5. No additional compensation will be made for weather delays.

C. Contractor Documentation and Submittals

1. Organize claim to facilitate evaluation by calendar month and submit in accordance with the claims submittal requirements of the Contract Documents. Documentation is required for each Adverse Weather Day that results in a Weather Delay. Identify the number of days claimed for the month that exceeds the Schedule of Anticipated Adverse Weather Delays. Documentation must include:
  - a. Daily jobsite work logs showing which and to what extent critical path construction activities have been affected by adverse weather.
  - b. Daily weather data, obtained from the nearest NOAA weather station or other independently verified source approved by Project Manager at beginning of the Project, to support claim for time extension. NOAA Global Historical Climatology Network (GHCN) Daily data may be obtained from the NOAA website at <http://www.ncdc.noaa.gov/cdo-web/search>.



2. If an extension of Contract Time is appropriate and approved by the Department, such extension will be made in accordance with the requirements of the Contract Documents.

#### 1.05 ADDITIONAL FUNDING SOURCE PROVISIONS

- A. This project is being funded with Fleet Management Capital Budget.

#### 1.01 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

- A. This Project does not have any Small Business Enterprise-Construction Program (SBE-CONST) measurement.

#### 1.02 PROMPT PAYMENTS AND RETAINAGE:

1. In addition to Miami-Dade County Sec. 2-8.1.4. Sherman S. Winn Prompt Payment Ordinance and Administrative Order No.: 3-19 Prompt Payment, contractors, subcontractors and the County must also meet the requirements of Title 49 CFR part 26.29 and 26.37 and the Florida Prompt Pay Act. Prime contractors must pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a "proper invoice" is stamped received. Further, the prime contractor will return retainage payments to the subcontractor within 30 days of the sub-contractor's satisfactory completion of work.
2. Proper Invoice means an invoice which conforms to the present requirements of the County's finance system, which includes the issuance of a valid purchase order or contract as well as applicable change orders or amendments, and any rules promulgated from time to time by Administrative Order of the Mayor. A proper invoice must include a statement by the vendor/contractor waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a proper invoice are available to contractors at the pre-construction meeting.
3. In any case in which an improper invoice is submitted by a contractor, the County will, within ten (10) days after the improper invoice is received by it, notify the contractor that the invoice is improper and indicate what corrective action on the part of the vendor is needed to make the invoice proper.
4. In the event a dispute occurs between the contractor and the County concerning payment of an invoice, such disagreement shall be resolved not later than forty-five (45) days after the date on which the improper invoice was received by the County, and shall be concluded by final written decision of the Mayor or his or her designee(s), not later than sixty (60) days after the date on which the improper invoice was received by the County.
5. If the dispute is resolved in favor of the contractor, then interest shall begin to accrue as of the original date the payment became due.
6. All payments due from the County, and are not made by the appropriate due date as described above, shall bear interest from thirty (30) days after the appropriate due date at the rate of one (1) percent per month on the unpaid balance. One (1) month shall constitute a period beginning on any day of a month and ending on the same day of the following month. Any overdue period

of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly.

7. The vendor must be responsible for preparing and delivering an invoice to the County for any interest accrued in order to receive the interest payment. The invoice must include the following:
  - a. Date proper invoice received by County, its applicable invoice number and amount.
  - b. Date punch list was completed.
  - c. Date and corresponding reference number of applicable purchase order, requisition or contract.
  - d. Payment due date.
  - e. Date interest commences.
  - f. Interest due at one percent per month on unpaid balance.
  
8. Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work, whichever comes first.

#### 1.03 COMMUNITY WORKFORCE PROGRAM

- A. In accordance with Miami-Dade County Code §2-1701 and amended by Ordinance No. 13-66, this Contract does not have a Community Workforce Program (CWP) Goal.

#### 1.04 CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES

- A. Program not applicable.

#### 1.05 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE

- A. Program not applicable.

#### 1.06 EMPLOY MIAMI-DADE PROGRAM

- A. Program not applicable.

#### 1.07 ACCEPTANCE TESTS

- A. Replace Article 2.89 of the CICC 7360-0/08 Miscellaneous Construction Contract with the following:
  
- B. When Contractor informs Project Manager that the Work is ready for inspection and testing, Project Manager may request, from a County approved laboratory, the tests necessary to confirm that the required material, compaction, or work specifications are met. If the results of the tests reveal that the applicable specifications have not been met, Contractor, without additional compensation, must perform, to the satisfaction of Project Manager, all work necessary to meet the applicable

specifications and is responsible for the costs of all re-testing required by Project Manager and the Contract Documents.

- C. The Department will pay the laboratory for the first test (pass or fail); any re-testing will be the responsibility of Contractor. The Department will only pay for re-testing when authorized, in writing, by Project Manager.
- D. Contractor must comply with the conditions of the agreement between Miami-Dade County and Laboratory.

#### 1.08 CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT

- A. Extra Work shall result in an equitable adjustment (increase or decrease) to the applicable RPQ representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the RPQ schedule for performance for both the Extra Work and any other Work affected by the Extra Work.
- B. The County shall initiate the Extra Work procedure by a notice to Contractor outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the Contractor is required to immediately start the Extra Work. The Contractor is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor's ability to start within the allotted timeframe.
- C. The Contractor is required to provide the Project Manager with a detailed Change Order Proposal, if an Owner's Representative has been identified, which shall include requested revisions to the Contract, including but not limited to adjustments in the RPQ price and schedules for performance for the applicable RPQ. The change to the RPQ shall not exceed \$100,000 or 10% of original RPQ, whichever is less. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating reasonableness. In furtherance of this obligation, the County may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's Change Order Proposal. The Contractor's Change Order Proposal must include any schedule revisions and an explanation of the cost and schedule impact of the extra Work on the project. If the Contractor fails to notify the Project Manager of the schedule changes associated with a Notice of Proposed Change Order by submitting a revised schedule document, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences. The Contractor agrees the Change Order Proposal will in no event include a combined profit and home office overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Order Proposal may be accepted or modified by negotiations between the Contractor and the County. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing. The execution by the Contractor of the Extra Work order shall serve as a release of the County from all claims and liability to the Contractor relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the County relating to the Extra Work.

#### 1.09 MIAMI-DADE COUNTY'S USER ACCESS PROGRAM (UAP).

- A. On November 5, 2013 the Board of County Commissioners adopted Ordinance No. 13-103 eliminating the construction contract exemption to the User Access Program set forth in Section 2-8.10 of the Code of Miami-Dade County with the exception of Miscellaneous Construction Contract Program contracts with a total contract value of less than \$500,000. Ordinance No. 13-103 retained the other exemptions listed in Section 2-8.10 of the Code including an exemption for contracts "funded with any funding source, including federal, which prohibits or restricts the

application of the credit to the County effected in the UAP.” As bond funding would be a funding source “which prohibits or restricts the application” of the UAP, construction contracts funded by bond proceeds (e.g., General Obligation Bond (GOB), People’s Transportation Plan (PTP)) remain exempt from the application of the County’s User Access Program.

B. UAP does not apply for this project.

#### 1.10 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.
- B. 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.
- C. For 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) 375-4735; [isd-vss@miamidade.gov](mailto:isd-vss@miamidade.gov); 111 NW 1 Street, suite 1300, Miami, Florida 33128.

#### 1.11 NONDISCRIMINATION

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found

by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### 1.12 CONTRACTOR DUE DILIGENCE AFFIDAVIT

- A. In accordance with Board of County Commissioners Resolution 63-14, Contractor, as a condition of award, must submit Contractor Due Diligence Affidavit Form on any contract that exceeds \$1 million, or that is otherwise subject to Board approval.
1. Affidavit is attached in Section 2 of these Solicitation Documents and must be included in the solicitation package. Form requires that Contractors attest to the following under oath:
    - a. All of the lawsuits that have been filed against that entity, its directors, partners, principals, and/or board members, based on breach of contract by that entity in the five years prior to bid or proposal submittal, including the case name and number and the disposition of the case;
    - b. Any instances in the five years prior to bid or proposal submittal where that entity has been defaulted and a brief description of the circumstances; and
    - c. All of the instances in the five years prior to bid or proposal submission where that entity has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.
- B. It is the responsibility of the Contractor to return the fully executed Affidavit at the time of bid or proposal submittal. This affidavit will be used as an additional measure of due diligence prior to award of a contract.
- C. In accord with Resolution No. R-828-19, the County reserves the right to request from any bidder the disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are no such lawsuits.
- D. As per Miami-Dade County Resolution R-1181-18, Submit OSHA form 300 containing a list of the company's work-related injury and illness data; and OSHA inspection data, for the previous three years, for the contractor and first tier subcontractors. The Department of Labor Occupational and safety Health Administration (OSHA) Form 300, 300A and 301 can be found under Appendix B of these Supplementary Conditions.

#### 1.13 LIQUIDATED DAMAGES.

Expand Subarticle 1.06 J from the DTPW General Requirements as follows:

- A. Contractor shall pay to the County, not as a penalty but as liquidated damages, the amount \$638.00 per day should Contractor fail to complete all work specified within the time stipulated in the Contract for substantial completion, including extra time granted in writing by the County. Substantial completion must be achieved prior to contract final acceptance, unless a different time is stipulated under the contract duration on the Special Provisions.

## 1.14 CLAIMS

A. Amend Paragraph 2.79 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:

### B. 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 Department, the happening of any event or occurrence, or any other cause, unless he shall have given the Project manager a written notice of claim therefore as specified in this article.
2. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (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 Project Manager 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, inclusive of the conditions listed under the MCC Plan.
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 Department'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 Department. 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 Department decides to pay all or part of a claim for which notice was not timely made, the Department 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 Project Manager 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 Department. 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 Department has not been prejudiced by the Contractor's failure to so comply and, in the event the Department has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Department will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

### C. 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 Department 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 Department will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Project manager, 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 Department; 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 Department, submit, in triplicate, the following information:
  - 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. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.
- h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs:
  - 1) Home office expenses or any Direct Costs incurred allocated from the headquarters 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).
- i. 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.
- j. 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.
- k. The documentation for budgeted cost shall, as a minimum, include:
  - 1) Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.
  - 2) Copies of all executed subcontracts.
  - 3) Other related budget documents as requested by the Project Manager.
- l. The documentation for actual cost shall, as a minimum, include:
  - 1) Time Sheets.
  - 2) Materials invoices
  - 3) Equipment invoices
  - 4) Subcontractors' payments
  - 5) Other related documents as required by the Project Manager.



- m. The Contractor shall make all his books, employees, work sites and records available to the Department or its representatives for inspection and audit.
- 6. No payment shall be made to the Contractor by the Department for loss of anticipated profit(s) from any deleted work.
- 7. As indicated above, the Project Manager 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 sixty (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 Department shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.
- 8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains 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 modified, 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.

#### 1.15 DISPUTES

- A. Amend Paragraph 2.81 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:
- B. 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 Department 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 Department in the Special Provisions and, if utilized, shall supersede this dispute provision.
    - a. In the event the Contractor and the Department are unable to resolve their differences concerning any determination made by the Project Manager or Department on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or the Department 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.

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

#### 1.16 EXTRA WORK

A. The following Subarticle replaces the following items: Articles 2.83, Extra Work, and portion of Article 2.83, Change Order Procedure and Basis for Payment of the MCC 7360 Plan:

1. Contractor may be asked to perform extra work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the Project Manager to satisfactorily complete the Project as contemplated, and such extra work must be performed promptly in accordance with the Specifications and as directed by the Project Manager, provided, however, that before any extra work is begun, a written order from the Project Manager to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.
2. All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.
3. The Change Order shall include, as a minimum:
  - a. Scope of work to be added, deleted or modified;
  - b. Cost of work to be added, deleted or modified;
  - c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified;
  - d. Full release of claims associated with the Contract through the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.
4. 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.

B. Extra Work Payment

1. The following Subarticle replaces the following items: Articles 2.83, Extra Work, and portion of Article 2.84, Change Order Procedure and Basis for Payment of the MCC 7360:
2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, a NAM must be executed.
3. Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the Project Manager and the Contractor before the extra work is ordered for performing the work. Payment for lump sum work will be based on the following:

- a. Contractor shall submit to the Project Manager an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen (15) percent of such sum for labor and the total thereof will be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations and insurance and Contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. Contractor's documentation of the labor burden costs must be provided upon demand by the Project Manager.
  - b. For all materials used, Contractor will include the estimate total cost of such materials, including taxes and freight charges, to which cost will be, added an amount equal to ten (10) percent thereof; for full compensation that includes overhead, profit and home office expenses.
  - c. For any construction equipment or special equipment including fuel and lubricant required for the economical performance of extra work, the Project Manager will pay the Contractor a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid the Project Manager will make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment will not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten (10) percent for fuel, maintenance and lubrication for rented equipment.
4. Contractor is required to include a statement certifying that the proposal is consistent with the Plans and Specifications and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is ordered, it must be included in the Contractor's monthly estimate when Allowance Account funds are available in the Contract for the work actually done. An Allowance Account expenditure form shall be prepared and executed by all appropriate parties to the Contract. If no allowance account funds are available a change order will be issued.
  5. The performance of any extra work or the furnishing of any extra material which, in the judgment of the Project Manager, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Project Manager shall so provide, be paid for at the unit price bid for such item or items, where Allowance Account funds are available in the Contract with the Contractor's monthly estimate, for the work actually done. Said Allowance Account funds shall be transferred to the various Proposal payment item funds via the Allowance Account expenditure form, to allow payment for this extra work without depletion of the payment item fund.
  6. All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Project Manager, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, or the application of the unit price will result in unacceptably high costs to the Department, and it is impracticable because of the nature of the work, or for any other reason, to fix the price

before the extra work order is issued, extra work and material will be paid for in the following manner:

- a. For all labor, including a working foreman in direct charge of the specified operation, the Contractor will receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Contractor may charge one hundred (100) percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the Contractor may charge the following: twenty five (25) percent of the working foreman's salary for directing up to two workers in their work; fifty (50) percent of sum salary for directing up to four workers in their work; seventy-five (75) percent for directing five workers in their work; and one hundred (100) percent for directing six workers or more their work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for performing the work, which includes overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
  - b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which costs will be added an amount equal to ten (10) percent thereof, for full compensation which includes overhead, profit and home office expenses.
  - c. For any construction equipment or special equipment including fuel and lubricants, required for the economical! Performance of extra work, excluding the small tools and ordinary equipment as specified above, the Project Manager shall allow the Contractor a rental price to be agreed upon in writing before such work is begun, for every 1 hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid for every hour that the equipment is actually working at the hourly rental rate to which will be added ten (10) percent for fuel, maintenance and lubricants for rented equipment.
7. Contractor's representative and the Counties representative will compare records of extra work done at the end of each day. Such records will be made in duplicate upon a form provided for such purpose by the Counties representative, and shall be signed by both the counties representative and the Contractor's representative, one copy being submitted to the Project Manager and the other being retained by the Contractor.
  8. Contractor upon certified statements will submit all claims for extra work done, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copies of the orders authorizing the performance of the work, shall be submitted to the Project Manager for inclusion in the estimate of month. In which the work was actually done, where allowance account funds are available in the contract. If no allowance account fund is available, the extra work shall be paid for, subject to approval of a change order for the work, by the county representative via Expedite Ordinance or the Board of County Commissioners.

9. If required, the Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Project Manager in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.
10. In the event that the Contractor employs a subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment. Contractor may charge an additional ten (10) percent for his full compensation for overhead, profit, home office expenses and general supervision for the portion of work performed by the subcontractor.
11. The subcontractor must comply with all the requirements of the Contract for his portion of extra work and be compensated as permitted within this Section for the extra work.
12. No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

#### 1.17 WARRANTY OF CONSTRUCTION

- A. For a period of one year, except as provided below, from the date of Final Acceptance, the Contractor warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.
  1. Exception to the above year warranty:
    - a. Where the manufacturer of material provides a warranty in excess of one (1) year, the Contractor shall provide an assignment of warranty to the County with the manufacturer's written authorization. Contractors shall be obligated to provide to the County copies of all manufacturer's warranties and guarantees. Where the County specifies in an RPQ a warranty greater than one (1) year, such warranty will only be for the specified RPQ.
    - b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part of component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.
    - c. In the event the Contractor fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the Contractor under any contract between the County and the Contractor.
    - d. The warranty covering defective Work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.
    - e. As specified in the construction documents. All guarantees and warranties under the Contract are fully enforceable by the County acting in its own name.

## **SECTION 6: SPECIFICATIONS**

# GENERAL REQUIREMENTS

## ISD DIVISION 1



ISD SPECIFICATIONS  
GENERAL REQUIREMENTS  
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## 1. GENERAL REQUIREMENTS

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### 1.01 DEFINITIONS AND TERMINOLOGY

#### A. General

1. These Specifications are written to the bidders, prior to award of the Contract, and to Contractor.
2. Where sentences directing work or other action appear in the active voice-imperative mood, without a subject, the subject "bidder" or "Contractor" is understood. In any other case where the subject is not clearly understood, the Project Manager will make a clarification and final determination as to the subject of the action.

#### B. Governing Regulations and Standard References

1. The following Standards and Governing Regulations, as amended by the Contract Documents, are hereby incorporated by reference:
  - a. Building Code as set forth in Chapter 8 of the Code of Miami-Dade County.
  - b. Public Works Manual of Metropolitan Dade County (Public Works Manual).
  - c. United States Department of Justice's 2010 ADA Standards For Accessible Design
  - d. Miami-Dade County's Traffic Control Equipment Specifications and Standards for The Metro Traffic Control System Miami-Dade County (TCESS).
  - e. Florida Department of Transportation's Standard Plans for Road and Bridge Construction (FDOT Standard Plans).  
[http://www.fdot.gov/design/standardplans/SPRB\\_C.shtm](http://www.fdot.gov/design/standardplans/SPRB_C.shtm)
  - f. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
  - g. Florida Department of Transportation Surveying and Mapping Procedure  
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
  - h. Florida Department of Transportation Drainage Manual  
<http://www.fdot.gov/roadway/Drainage/Manualsandhandbooks.shtm>
  - i. Florida Department of Transportation Soils and Foundations Handbook  
<http://www.fdot.gov/structures/DocsandPubs.shtm>
  - j. Florida Department of Transportation Structures Manual

<http://www.fdot.gov/structures/DocsandPubs.shtm>

- k. Florida Department of Transportation Current Structures Design Bulletins

<http://www.fdot.gov/structures/Memos/currentbulletins.shtm>

- l. Manual on Uniform Traffic Control Devices (MUTCD)

<https://mutcd.fhwa.dot.gov/>

- m. Safe Mobility For Life Program Policy Statement

<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm>

- n. Florida Department of Transportation American with Disabilities Act (ADA) Compliance

<http://www.fdot.gov/roadway/ada/>

- o. Florida Department of Transportation Florida Sampling and Testing Methods

<http://www.fdot.gov/materials/administration/resources/library/publications/fstmdisclaimer.shtm>

- p. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure

<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>

- q. Florida Department of Transportation Design Bulletins and Update Memos

<http://www.fdot.gov/roadway/Bulletin/>

- r. Florida Department of Transportation Utility Accommodation Manual

<http://www.fdot.gov/programmanagement/utilities/default.shtm>

- s. Florida Department of Transportation Flexible Pavement Design Manual

<http://www.fdot.gov/roadway/pm/pcs/flexiblepavementmanual.pdf>

- t. Florida Department of Transportation Rigid Pavement Design Manual

<http://www.fdot.gov/roadway/pm/pcs/rigidpavementmanual.pdf>

- u. Florida Department of Transportation Pavement Type Selection Manual

<http://www.fdot.gov/roadway/pm/Publications/PTSM.pdf>

- v. Florida Department of Transportation Traffic Engineering Manual

<http://www.fdot.gov/traffic/trafficservices/Studies/TEM/TEM.shtm>

- w. Florida Department of Transportation Bicycle and Pedestrian Policies and Standards

<http://www.fdot.gov/roadway/bikeped/default.shtm>

- x. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).

[https://www.fhwa.dot.gov/engineering/hydraulics/library\\_listing.cfm](https://www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm)

y. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)

<http://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

z. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.fdot.gov/environment/pubs/pdem/an/pdeman1.shtm>

aa. Florida Department of Transportation Contract Compliance Manual.  
<https://www.fdot.gov/equalopportunity/contractcompliancemanual.shtm>

bb. Florida Department of Transportation Equal Opportunity Compliance (EOC) System.  
<https://www.fdot.gov/equalopportunity/eoc.shtm>

cc. Florida Statutes

<http://www.leg.state.fl.us/statutes/>

dd. Miami-Dade County and Local Municipal Ordinances, unless otherwise is prohibited, by State or Federal regulations.

2. The above list is not all inclusive and it is the responsibility of Contractor to comply with all applicable requirements whether included in this list or not. Additional project-specific criteria are provided throughout the Contract Documents

3. The above referenced Standards are intended to supplement, not supersede the requirements set forth herein and, unless otherwise noted, the latest revision shall apply. Where differences occur between referenced Standards and these Contract Documents, the more stringent shall apply unless otherwise noted in the Contract Documents or directed by Project Manager in writing.

4. FDOT Standard Specifications.

a. FDOT Standard Specifications for Road and Bridge Construction (Divisions II & III), as amended by the Contract Documents, apply to an Article within these Specifications when:

1) The applicable FDOT Standard Specification Section (e.g. FDOT SECTION 415) is referenced in the title of the Article; or

2) The FDOT Standard Specification section, article, or subarticle is referenced within the Article (e.g. FDOT Section 415, FDOT 415-3; FDOT 415-5.1, etc.)

b. Unless otherwise specified, where page numbers are used in these Specifications to reference modifications to the FDOT Standard Specifications, it shall be understood to reference the 2007 edition.

### C. Abbreviations

The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APL	FDOT Approved Product List
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DOL	U.S. Department of Labor
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
F.A.C.	Florida Administrative Code
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOH	Florida Department of Health
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FM	Florida Method or Florida Sampling and Testing Method
FMD	Fleet Management Division
F.S.	Florida Statutes
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISD	Internal Service Department
ISO	International Organization for Standards
MDC	Miami-Dade County
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
NAM	Negotiated Acceptance Memorandum
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology

NOAA	National Oceanic and Atmospheric Administration
NSF	NSF International
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
DTPW	Miami-Dade County Department of Transportation and Public Works
SAE	Society of Automotive Engineers
SBE-CONST	Small Business Enterprise-Construction
SI	International System of Units
SSPC	Society of Protective Coatings
TSSQPL	Traffic Signals and Signs Qualified Products List
UL	Underwriters' Laboratories
U.S.C.	United States Code

D. Definitions

The following terms, when used in the Specifications, have the meaning described.

1. Article. The numbered prime subdivision of a Division of these Specifications.
2. Bracing. A temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.
3. Bridge. A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.
4. Calendar day. Every day shown on the calendar, ending and beginning at midnight. Unless otherwise stipulated in the Contract Documents, the term "days" shall be understood as calendar days. In computing any period of time prescribed or allowed by this Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
5. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under Contractor's control and outside the limits of normal public access.
6. Contract. The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The executed Contract Documents form the Contract between the Department (on behalf of the County) and Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.
7. Contract Documents. Consists of those items so designated in and inclusive of the executed Contract. Only printed or hard copies of the items listed in the executed Contract Form are Contract Documents.
8. Contract Time. The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration.
9. Contract Unit Price. Refers to the Unit Price provided by the Contract that is fixed at time of Contract award.
10. Contractor. The individual, firm, joint venture, or company contracting with the County to perform the Work pursuant to the Contract.
11. Contractor's Engineer of Record.
  - a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign, or for repair designs and details of the permanent work. Contractor's Engineer of Record may also serve as the Specialty Engineer.
  - b. Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rule 14-75, F.A.C. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Board of Professional Engineers.
  - c. As an alternate to being an employee of a pre-qualified firm, Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent Work declared by the FDOT Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in Rule 14-75, F.A.C., if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the FDOT Construction Office website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns of items fully detailed in the Plans.
12. Contractor Originated Designs. Items which the Contract Documents require Contractor to design, detail and incorporate into the permanent works.
13. Controlling Work Items. The activity or work item on the critical path having the least amount of total float.

The controlling item of work will also be referred to as a Critical Activity.

14. County. Miami-Dade County, Florida.
15. Culverts. Any structure not classified as a bridge that provides an opening under the roadway.
16. Department. Miami-Dade County Internal Service Department.
17. Project Manager. The County Project Manager, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
  - a. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by Project Manager," "by the Project Manager," "to the Project Manager," or "of the Project Manager."
18. Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Departmental in-house staff, or a consultant retained by the Department. Contractor shall not employ the Engineer of Record as Contractor's Engineer of Record or as a Specialty Engineer.
19. Equipment. The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.
20. Extra Work. Any "work" which is required by Project Manager to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".
21. Falsework. Includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.
22. Formwork. Includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.
23. Highway, Street, or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
24. Holidays. Days designated by Miami-Dade County as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.
25. Inspector. An authorized representative of the Project Manager, assigned to make official inspections of the materials furnished and of the work performed by Contractor.
26. Laboratory. The official testing laboratory authorized by the Department.
27. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:
  - a. Bridges with an individual span longer than 300 feet.
  - b. Structurally continuous superstructures with spans over 150 feet.
  - c. Steel box and plate girder bridges.
  - d. Steel truss bridges.
  - e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
  - f. Cable stayed or suspension bridges.
  - g. Arch bridges.
  - h. Tunnels.
  - i. Movable bridges (specifically electrical and mechanical components).
  - j. Rehabilitation, widening, or lengthening of any of the above.
28. Major Item of Work. Any item of work having an original Contract value in excess of 5% of the original Contract amount.
29. Materials. Any substances to be incorporated in the work under the Contract.
30. Median. The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
31. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
32. Plans. The part of the Contract Documents prepared or approved by the Project Manager, including reproductions thereof, which graphically shows or supplements the scope, extent, and character of the

Work to be performed by Contractor. Whenever the word "Plans" appears in these Contract Documents, it shall include any related drawings or standard details referenced by the Contract Documents.

33. Right-of-Way. The land that the Department has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Department.
34. Roadbed. The portion of the roadway occupied by the subgrade and shoulders.
35. Roadway. The portion of a highway within the limits of construction.
36. Scaffolding. An elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.
37. Section. A numbered prime division of these Specifications.
38. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by Contractor to define some portion of the Work. The Work may include both permanent and temporary works as appropriate to the Project. Shop Drawings and other contractor submittals are not Plans as so defined.
39. Shoring. A component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.
40. Special Erection Equipment. Includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.
41. Special Provisions. Project specific clauses adopted by the Department that add to or revise these Specifications and associated supplemental specifications, or provide other requirements applicable to the Contract.
42. Specialty Engineer.
  - a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the Work or for special items of the permanent works not fully detailed in the plans and required to be furnished by Contractor such as but not limited to pot bearing designs, non-standard expansion joints, mechanically stabilized earth wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the FDOT Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.
  - b. For items of work not specifically covered by Rule 14-75, F.A.C., a Specialty Engineer is qualified if he has the following qualifications:
    - 1) Registration as a Professional Engineer in the State of Florida.
    - 2) The education and experience necessary to perform the submitted design as required by the Florida Board of Professional Engineers.
43. Specifications. The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.
44. State. State of Florida.
45. Structure. Any waterworks, drainage works, sewage works, river works, earthworks or constructions of any kind, including those of earth or rock, permanent or temporary, and including bridges, dam, wall, caisson, mast, tower, pylon, underground tank, earth retaining elements or assembly of elements, formwork, falsework, scaffold, fences, poles, buildings, pavings, inlets, levees, tide gates, spillways, drop structures, any structure similar to the foregoing, and any other form of building, construction, arrangement of parts, elements, or materials found in structures.
46. Subarticle. A prime subdivision of an Article of these Specifications.
47. Subgrade. The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.
48. Substantial Completion. The time and date at which the Work has progressed to the point where, in the opinion of Project Manager, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. Substantial Completion must occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the Department that allows the County to utilize the entire Project for the purposes for which it is intended. Substantial completion on roadway projects includes completion and operation of traffic signals, street lighting and completion of landscape items.

49. Substructure. All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.
50. Superintendent. Contractor's authorized representative in responsible charge of the work.
51. Superstructure. The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.
52. Surety. The corporate body that is bound by the Contract Bond with and for Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
53. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.
54. Traveled Way. The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
55. Traffic Control Signals and Devices. Any signal or device, manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed or controlled in any manner. Traffic control signals and devices regulate, warn, or guide traffic on, over or adjacent to a street, highway, pedestrian facility, or bikeway by authority of a public agency having jurisdiction. Traffic control signals and devices include, but are not limited to, controller assemblies (controller cabinets and their contents); signal heads including their hanging or mounting devices; vehicle detection systems (loops, sealant, amplifier, lead-in wire, or cable); pedestrian detection systems (push button, push button housing, lead-in wires, and signal); motorist information systems, video equipment, network devices, dynamic message signs, highway advisory radios, cameras, vehicle detection systems, and other equipment used within a traffic control system.
56. Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
57. Work. All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.
58. Working Day. Any calendar day on which Contractor works or is expected to work in accordance with the approved work progress schedule.

A. Intent of Contract and Contract Documents

1. The intent of the Contract and Contract Documents is to describe a functionally complete project (or part thereof) to be constructed, and to provide for the construction and completion in every detail of the Work described therein.
2. The intent of the Contract is for Contractor to provide, at no additional cost to the County, all labor, documentation, services, materials, equipment, tools, transportation, and supplies that are:
  - a. Necessary to complete the Work in accordance with the Contract Documents.
  - b. Reasonably inferred and incidental to the Work, whether or not specifically called for by the Contract Documents.

B. Alteration of Plans or of Character of Work

1. Project Manager reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Project Manager. The term "significant change" applies only when the Project Manager determines that the character of the work, as altered, differs materially from that involved or included in the original proposed construction.
2. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Work.
3. The Department may require work that is not covered by a price in the Contract if the Department determines that such work does not constitute a significant change and is essential to the satisfactory completion of the Contract within its intended scope. If an adjustment in price is warranted, Project Manager will determine the basis of payment for such an adjustment in a fair and equitable amount and authorize the adjustment through an executed Negotiated Acceptance Memorandum (NAM) provided by the Department.
4. In the instance of an alleged significant change, Project Manager will review all pertinent information provided by Contractor to determine the validity of the allegation. The determination by Project Manager shall be conclusive and shall not be subject to challenge by Contractor in any forum, except upon Contractor establishing by clear and convincing proof that the determination by Project Manager was without any reasonable and good-faith basis.

C. Connections to Existing Pavement, Drives and Walks

1. Adhere to the limits of construction at the beginning and end of the Project as detailed in the Contract

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS



Documents. However, if Project Manager determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, Project Manager will authorize such a change.

2. For necessary connections to existing pavement, walks and drives that are not indicated on the Plans, Project Manager will provide direction regarding the proper connections in accordance with the applicable Standards.

D. Differing Site Conditions

1. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party (County or Contractor) discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before Contractor disturbs the conditions or performs the affected work.
2. Upon receipt of written notification of differing site conditions from Contractor, Project Manager will investigate the conditions. If Project Manager determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. Project Manager will notify Contractor whether or not an adjustment of the Contract is warranted.
3. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to the County with respect to Contract Price and Contract Times by the submission of a Bid; or
  - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making a Bid; or
  - c. Contractor failed to give the written notice as required by this Article.
4. Project Manager will not allow a Contract adjustment for a differing site condition unless Contractor has provided the required written notice.
5. Project Manager will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which Contractor may be working.

E. Underground Facilities.

1. It is generally recognized, and Contractor should anticipate that information provided by utility owners during project design, frequently fails to disclose all Underground Facilities. The fact that more utility lines or other Underground Facilities are located in the Project Site than shown on the Project Plans does not constitute an unforeseen or differing Site Condition and such undisclosed Underground Facilities do not differ materially from the conditions which Contractor should expect.
2. Any information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to the County design engineer by the owners of such Underground Utilities. Additional utilities may exist which are not shown in the Contract Documents. Unless it is otherwise expressly stated in the Special Provisions, the County is not responsible for the accuracy or completeness of any such information or data provided
3. Contractor is responsible for field verification and location of all Underground Facilities prior to the start of construction. No field work shall be allowed to start until Contractor has notified Sunshine State One-Call of Florida, Inc. and all affected utilities have been located. In addition, Contractor, without any additional compensation, must expose and physically locate all potentially conflicting Underground Facilities prior to construction and is fully responsible for:
  - a. Reviewing and checking all Underground Facilities information and data;
  - b. Locating and verifying all Underground Facilities at or contiguous to the Site;
  - c. Coordination of the Work with the owners of such Underground Facilities, including the County, during construction; and
  - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
4. The actual locations of the Underground Facilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager.
5. If an Underground Utilities is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents:
  - a. Identify the owner of such Underground Facilities and give written notice to that owner and to Project Manager promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- b. Project Manager will promptly review the Underground Facilities and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. If Project Manager determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the Work, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. Project Manager will notify Contractor whether or not an adjustment of the Contract is warranted.

F. Contractor Proposed Changes Affecting Utilities

- 1. Contractor is responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by Contractor, and Contractor must, at the time of making the request for a change, notify the Department in writing of any such potential impacts to utilities.
- 2. Department approval of a Contractor proposed change does not relieve Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

G. Rights in and Use of Materials Found on the Site of the Work

- 1. Ownership and Disposal of Existing Materials: Unless otherwise directed by Project Manager or elsewhere in the Contract Documents, take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal. Such materials do not include earth or other excavated material required for the construction of the Project. During construction, Contractor may use materials from existing structures that are required to be removed and that are designated to remain the property of the Department. Do not cut or otherwise damage such material during removal unless Project Manager gives permission to do so. Store material in an accessible location as Project Manager directs. The Department is not responsible for the quality or quantity of any material salvaged.
- 2. Ornamental Trees and Shrubs: Take ownership of all ornamental trees or shrubs existing in the right-of-way that are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, relocated, or to be removed by others prior to the construction operations.

H. Restoration of Property

- 1. Take preconstruction videos/pictures of the entire work zone and adjacent areas.
- 2. Public or private property damaged during construction or removed for convenience of the Work must be repaired or replaced at Contractor's expense in a manner acceptable to Project Manager, prior to final acceptance of the Work or sooner if otherwise required by the Contract Documents or Project Manager. This includes, but is, not limited to signalization equipment and miscellaneous hardware removed from the construction site, signs, driveways, landscaping, sidewalk, walkways, walls, fences, footings, underground utilities, etc.
- 3. Contractor must comply with the requirements of Miami-Dade County Code Section 2-103.1 (b), CONSTRUCTION OF PUBLIC UTILITIES OR WORKS IN PUBLIC RIGHTS-OF-WAY
  - a. "Whenever any person, corporation, partnership, association, County Department or other legal entity performs any construction or public work within an existing right-of-way located within unincorporated Miami-Dade County, or in right-of-ways of roads or streets located within municipalities that are maintained by the County, the right-of-way, including sidewalks, curbs and gutters, landscaping and must be restored to their legally permissible preexisting condition, including any aesthetic enhancements thereto and any adjacent private property damaged during construction, within thirty (30) days of completion of the construction or public work in that right of way or within thirty (30) days of damage to the affected property or area, whichever occurs first. Prior to the time such construction work begins, the contractor, by posting the construction site, shall inform the local community of the requirement to restore the right-of-way as well as any affected adjacent private property and the fines that could be imposed for each failure to do so. All work to be done pursuant to this Section shall be performed in compliance with the Public Works Manual. Any entity failing to restore the right-of-way to its preexisting condition or better within the time permitted shall be subject to a civil fine of five hundred dollars (\$500.00) per violation per day until such time as the right-of-way is restored, as well as five hundred dollars (\$500.00) per day for each affected adjacent private property until it is restored." Contractor may obtain a complete copy of the Ordinance from the Clerk of the Board.
  - b. Post the construction site pursuant to Miami-Dade County Code Section 2-103 (b). The Public Notice to be posted is to read as follows:

**PUBLIC NOTICE**  
**ORDINANCE NO. 03-89**

*Contractor shall restore the right-of-way as well as any affected adjacent private property within 30 days of completion of construction or damage to the affected property or area, whichever occurs first.*

*Any entity failing to restore the right-of-way to its pre-existing condition or better within the time promoted shall be subject to a civil fine of \$500 per violation per day.*

4. Survey monuments.
  - a. Upon completion of construction activities and prior to the expiration of the Contract:
    - 1) Coordinate the replacement of any monument(s) disturbed or destroyed.
    - 2) Submit to Project Manager for review and approval, a survey report that includes all monuments replaced and all monuments impacted as a result of construction activities.
  - b. The replacement of monuments and the preparation of the survey report must be by a licensed Florida Surveyor and Mapper and meet all applicable State Rules, Statutes, and requirements of the Department. All costs required for compliance with these requirements will be included among the Contract pay items.
5. Failure to Restore Damaged Property:
  - a. In case of failure on the part of Contractor to restore such property, bridge, road or street, or to make good such damage or injury, Project Manager may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property, road, or street as may be deemed necessary, and the Department will deduct the cost thereof from any monies due or which may become due Contractor under the Contract. Nothing in this clause prevents the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, that is made necessary by alteration of grade or alignment. Project Manager will authorize such work, provided that Contractor, or his employees or agents, have not, through their own fault, damaged such property.
6. Work Site Clean-Up:
  - a. Debris and trash shall be removed from the site daily. Mow turf or vegetation within the project limits in accordance with Article 107 of the Construction Specifications.

- b. Upon completion of all work specified herein at each work site and before acceptance and payment is made, Contractor shall remove from each work site all machinery, equipment, surplus and discarded materials, rubbish and temporary structures. Material cleared from site and deposited on adjacent property will not be considered as having been disposed of satisfactorily.

I. Final Cleaning Up of Right-of-Way

1. Upon completion of the Work, and before the Department accepts the Work and makes final payment, remove from the right-of-way and adjacent property all falsework, equipment, surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work; and leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under Contract. Clean all areas impacted by the Work and remove sedimentation in drainage structures caused by the construction activities.
2. Do not dispose of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners. Project Manager will allow Contractor to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by Contractor, adjacent to the Project. However, do not place or store discarded equipment, materials, or rubbish on such a site.
3. Shape, dress and restore areas adjacent to the Project right-of-way that were used as plant sites, materials storage areas or equipment yards when they are no longer needed for such purposes.

1.03 CONTROLLING WORK

A. Plans

1. Contract Documents: Have one complete copy of the Contract Documents available on the worksite at all times.
2. Department's Plans: Unless otherwise labeled, all Items shown on the Plans are considered to be part of the Work, and must be incorporated into the Work and included in the established prices.
3. Alterations in Plans: The Department will issue, in writing, all authorized alterations affecting the requirements and information given on the approved plans.

B. Typical Details and/or Sketches

1. Typical details and/or sketches regarding the proposed work may be provided in addition to the standard details that are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design

Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.

2. County through its Project Manager shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans." In case of disagreement between the Plans and Specifications, Project Manager will make a final determination as to which will govern.

C. Or-Equals and Substitutes

1. Except where specifically provided, whenever material or equipment is specified or described in the Contract Documents by proprietary name or as being available from a particular supplier, the intent is to establish the type, function, appearance, and quality required. A written request to Project Manager to authorize an "or-equal" or "substitute" material or equipment may be submitted as described below unless the item specified or described contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted.

a. Or-Equal Material or Equipment:

- 1) Material or equipment proposed by Contractor may be considered by Project Manager as an "or equal" item if in Project Manager's sole discretion the item proposed is functionally equal and sufficiently similar to that specified or described in the Contract Documents and that no change in related Work will be required.
- 2) Contractor has the burden of proving at Contractor's own cost and expense, to the satisfaction of Project Manager, that the proposed item is equal to the named item. If Contractor fails to comply with the provisions of this Article, or if Project Manager determines that the proposed item is not equal to that named, Contractor must supply the product named.
- 3) For the purposes of this Article and at Project Manager's sole discretion, a proposed item of material or equipment will be considered functionally equal to the item specified or described in the Contract Documents if:
  - a) In the exercise of reasonable judgment Project Manager determines that the proposed item is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; has

a proven record of performance and availability of responsive service; and

- b) Contractor certifies that, if approved and incorporated into the Work, there will be no increase in cost to the County or increase in Contract Times, and the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

b. Substitute Material or Equipment:

- 1) If in Project Manager's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it may be proposed for consideration as a substitute item by Contractor submitting sufficient information as stipulated below to allow Project Manager to determine that the item of material or equipment proposed is essentially equivalent to and an acceptable substitute for that named. Requirements pertaining to a proposed substitute item request for review by Project Manager will be as set forth in this Article, as supplemented in the Contract Documents, and as Project Manager may decide are appropriate under the circumstances.
- 2) Contractor must make written application to Project Manager for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall:
  - a) Certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified;
  - b) State the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - c) Identify all variations of the proposed substitute item from that specified, and available engineering, sales, maintenance, repair, and replacement services;

- d) Contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
2. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Project Manager. For Project Manager approval, submit sufficient information to allow Project Manager, in Project Manager's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Project Manager will be as set forth in this Article, as supplemented in the Contract Documents, and as Project Manager may decide are appropriate under the circumstances.
  3. Project Manager's Evaluation: Project Manager will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this Article and will be the sole judge of acceptability. Project Manager may require Contractor to furnish additional data about the proposed substitute item. No "or equal" or substitute will be ordered, installed or utilized until Project Manager's review is complete, which will be evidenced by receipt from Project Manager of either a written approval or Change order where required for a substitute; or an approved Shop Drawing or written approval for an "or equal." Project Manager will advise Contractor in writing of any negative determination. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute item.
  4. Project Manager's Cost Reimbursement: Project Manager will record Project Manager's costs in evaluating a substitute proposed or submitted by Contractor pursuant to this Article whether or not Project Manager approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse the County for the costs for evaluating each such proposed substitute. Contractor shall also reimburse the County for the costs of making changes in the Contract Documents from the acceptance of each proposed substitute.
- D. Right Of Way Verification
1. All Work and improvements shall be performed, constructed and installed within the limits of the existing Right-of-Way pursuant to the Contract Documents.
  2. Obtain all necessary documentation for verifying rights-of-way and property lines.
3. Retain a Florida Registered Surveyor and Mapper to obtain right-of-way and property lines by examining available rights-of-way maps, plats, occupation, legal descriptions or other legal documents or means. The Surveyor will layout the required alignments and grades and be responsible for their accuracy.
  4. All field notes on this Project must be kept in a dedicated field book. Submit all field books to Project Manager once the Project is completed or prior to completion when a field book gets filled.
  5. All costs for complying with these requirements are included under the several scheduled items of the overall Contract. Therefore, no separate payment will be made for this work.
- E. Shop Drawings
1. Shop Drawings:
    - a. General. Prepare and submit whatever detailed working drawings necessary to fabricate, erect, and construct all parts of the Work in conformity with the Plans and Specifications. Shop drawings shall be submitted to Project Manager; two sets will be returned to Contractor approved or showing the changes or corrections required; if changes or corrections are required, four revised copies shall be resubmitted until they are approved. Payment for shop drawings and required documents, revisions thereof, and for all copies furnished, shall be included in the various items of work bid. Contractor should allow a minimum of 14 days for the County's approval of shop drawings. County is not responsible for errors or minor discrepancies of Contractor's drawings, even though approved.
    - b. Work Items Requiring Shop Drawings: In general, the Department requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:
      - 1) Bridge components not fully detailed in the plans
      - 2) Retaining Wall Systems
      - 3) Precast Box Culverts
      - 4) Non-standard lighting, signalization and signing structures and components
      - 5) Building structures
      - 6) Drainage structures, attenuators, and other nonstructural items
      - 7) Design and structural details furnished by Contractor in compliance with the Contract
      - 8) Temporary Works affecting public safety.

- c. Schedule of Submittals: Prepare and submit a schedule of submittals that identifies the work for which shop drawings apply. For each planned submittal, define the type, and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Submit the schedule of submittals to Project Manager at the preconstruction conference, and prior to the submission of any shop drawings. Coordinate subsequent submittals with construction schedules to allow sufficient time for review, approval, and re-submittal as necessary.
- d. Style, Numbering, and Material of Submittals:
- 1) Drawings: Furnish four clearly legible copies of all shop drawings that are necessary to complete the structure in compliance with the design shown on the Plans. Prepare all shop drawings using the same units of measure as those used in the Plans. Use sheets no larger than 11 by 17 inches unless otherwise required by Project Manager. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12, . . . , 12 of 12). Include on each sheet the following items as a minimum requirement: the Project Number, Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and Contractor for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the Project, Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate. A re-submittal will be requested when any of the required information is not included.
  - 2) Other Documents: Provide four sets of original documents or clearly legible copies of documents other than drawings, such as trade literature, catalogue information, calculations, and manuals. Provide sheets no larger than 11 by 17 inches unless otherwise required by Project Manager. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12, . . . , 12 of 12). Additional sets of documentation may be required by Project Manager for review of precast prestressed and structural steel components.
  - 3) Prepare all documents using the same units of measure as those used in the Contract Documents. Bind and submit all documents with a Table of Contents cover sheet. List on the cover sheet the total number of pages and appendices, and include the Project Number, a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate.
- e. Submittal Paths and Copies:
- 4) Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the Project Number and the initials of the person(s) responsible for preparing and checking the document.
  - 5) Clearly label trade literature and catalogue information on the front cover with the title, Project Number, date and name of the firm and person(s) responsible for that document.
- 1) General: Submit shop drawings to Project Manager or Project Manager's duly authorized representative. At the preconstruction conference, the Department will notify Contractor of any changes in the submittal path and whether the Department's or the Consultant's review stamp will signify an officially reviewed shop drawing. When the Engineer of Record is a consultant hired by the Department, submit shop drawings to the consultant with a copy to Project Manager. For work requiring other documentation (e.g., catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating manuals), submit the required number of copies with the prints. If not shown on the plans, the Department will furnish the mailing address of the Consulting Engineer of Record. Provide copies of material certifications and material tests to Project Manager.
  - 2) Contractor-Originated Design: Submit shop drawings and applicable calculations to the Engineer of Record for review. Ensure that each sheet of the shop drawings and the cover sheet of the calculations are signed and sealed by the Specialty Engineer or Contractor's Engineer of Record. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.

- 3) Temporary Works: For Construction Affecting Public Safety, submit to the Engineer of Record shop drawings and the applicable calculations for the design of special erection equipment, bracing, falsework, scaffolding, etc. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.
  - 4) Formwork and Scaffolding: Contractor is solely responsible for the safe installation and use of all formwork and scaffolding. The Department does not require any formwork or scaffolding submittals unless such work would be classified as Construction Affecting Public Safety or called for by the Contract Documents.
  - 5) Beam and Girder Temporary Bracing: Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.
  - 6) For Construction Affecting Public Safety, submit signed and sealed calculations for stability for all beams and girders.
  - 7) Erection Plan: Submit, for Project Manager's review, an Erection Plan that meets the specific requirements of FDOT Sections 450, 452 and 460 and this section. Refer to FDOT Design Standards Index 600 for construction activities not permitted over traffic.
  - 8) Other Miscellaneous Design and Structural Details Furnished by Contractor in Compliance with the Contract: Submit to Project Manager any shop drawings and applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.
- f. Processing of Shop Drawings:
    - 1) Contractor Responsibility for Accuracy and Coordination of Shop Drawings:
      - a) Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.
      - b) Submit shop drawings to facilitate expeditious review. Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.
      - c) Only shop drawings distributed that have been approved by the Department are valid. Any work that Contractor performs in advance of approval will be at Contractor's risk.
    - 2) Scope of Review by Engineer: The Engineer of Record's review of the shop drawings is for conformity to the requirements of the Contract Documents and to the intent of the design. The Engineer of Record's review of shop drawings which include means, methods, techniques, sequences, and construction procedures are limited to the effects on the permanent works. The Engineer of Record's review of submittals which include means, methods, techniques, sequences, and construction procedures does not include an in-depth check for the ability to perform the work in a safe or efficient manner. Review by the Engineer of Record does not relieve Contractor of responsibility for dimensional accuracy to ensure field fit and for conformity of the various components and details.
    - 3) Special Review by Project Manager of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the Project Manager of Record, or other Project Manager as the Department appoints for this purpose, will make an independent review of all relevant shop drawings and similar documents. Do not proceed with construction of the permanent works until receiving the Project Manager of Record's approval. The review of these shop drawings is for overall structural adequacy of the item to support the imposed loads and does not include a check for economy, efficiency or ease of construction.

g. Other Requirements for Shop Drawings for Bridges:

- 1) Shop Drawings for Structural Steel and Miscellaneous Metals: Furnish shop drawings for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop, and erection drawings, welding procedures, and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.
- 2) Shop Drawings for Concrete Structures: Furnish shop drawings for concrete components that are not cast-in-place and are not otherwise exempted from submittal requirements. Also, furnish shop drawings for all details that are required for the effective prosecution of the concrete work and are not included in the Contract Documents such as: special erection equipment, masonry layout diagrams, and diagrams for bending reinforcing steel, in addition to any details required for concrete components for the permanent work.
- 3) Shop Drawings for Major and Unusual Structures: In addition to any other requirements, within 60 days from the Notice to Proceed, submit information to Project Manager outlining the integration of the Major and Unusual Structure into the overall approach to the project. Where applicable to the project, include, but do not limit this information to:
  - a) The overall construction program for the duration of the Contract. Clearly show the Milestone dates.
  - b) The overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected, and the sequence in which spans are to be made continuous.
  - c) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction, and an outline of how to deal with such obstacles while building the structure(s).
  - d) The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment.
  - e) The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of

attachments, fixing devices, loads, etc. in later detailed submittals.

- f) An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.
  - g) Any other information pertinent to the proposed scheme or intended approach.
  - h) Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. The Department will use these drawings for information, review planning, and to assess Contractor's approach in relation to the intent of the original design. The delivery to and receipt by Project Manager does not constitute any Department acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.
- h. Cost of Shop Drawings: Include the cost of furnishing shop and working drawings in the Contract prices for the work requiring the shop and working drawings. The Department will not pay Contractor additional compensation for such drawings.

2. Certifications:

- a. Special Erection Equipment: Prior to its use, ensure that the Specialty Engineer personally inspects the special erection equipment and certifies to Project Manager in writing that the equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, ensure that the Specialty Engineer observes the equipment in use and certifies to Project Manager in writing that it is being used as intended and in accordance with the submitted drawings and calculations. In each case, ensure that the Specialty Engineer also signs and seals the letter of certification.
- b. Falsework and Shoring Requiring Shop Drawings: After its erection or installation but prior to the application of any superimposed load, ensure that the Specialty Engineer personally inspects the falsework and certifies to Project Manager in writing that the falsework has been constructed in accordance with the materials and details shown on the submitted drawings and calculations. Ensure that the Specialty



- Engineer also signs and seals the letter of certification.
- c. Temporary Formwork: For Construction Affecting Public Safety and for Major and Unusual Structures, prior to the placement of any concrete, ensure that the Specialty Engineer inspects the formwork and certifies to Project Manager in writing that the formwork has been constructed to safely withstand the superimposed loads to which it will be subjected. Ensure that the Specialty Engineer signs and seals the letter of certification.
  - d. Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to Project Manager at least four (4) weeks prior to erection commencing. Include as part of this submittal signed and sealed calculations and details for any falsework, bracing or other connection(s) supporting the structural elements shown in the erection plan.
  - e. At least two (2) weeks prior to beginning erection, conduct a Preerection meeting with the Specialty Engineer and Project Manager to review details of the plan.
  - f. After erection of the elements but prior to opening of the roadway below the structure, ensure that a Specialty Engineer has personally inspected the erected member(s) and certified to Project Manager that the structure has been erected in accordance with the signed and sealed erection plan.
  - g. Perform daily inspections of the erected structural systems. For structures without temporary supports but with temporary girder bracing systems, perform inspections until all the diaphragms and cross frames are in place. For structures with temporary supports, perform inspections until the temporary supports are no longer needed as indicated in the erection plans. Provide written documentation of the inspections to Project Manager within 24 hours of the inspection.
3. Corrections for Construction Errors:
    - a. For work that Contractor constructs incorrectly or does not meet the requirements of the Contract Documents, Contractor has the prerogative to submit an acceptance proposal to Project Manager for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The Department will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.
    - b. When Project Manager judges that a proposal infringes on the structural integrity or maintainability of the structure, Contractor's Engineer of Record will perform a technical assessment and submit it to Project Manager for approval.
      - c. Do not take any corrective action without Project Manager's approval. Carry out all approved corrective construction measures at no expense to the County.
      - d. Notwithstanding any disposition of the compensation aspects of the defective work, Project Manager's decision on the technical merits of a proposal is final.
- F. Coordination of Contract Documents
    1. These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all.
    2. All parts of the Contract Documents are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.
    3. Promptly notify Project Manager in writing of any conflict, error, ambiguity, omission or discrepancy which Contractor may discover within the Contract Documents and obtain a written interpretation or clarification from Project Manager before proceeding with any work affected thereby. The higher quality, greater quantity, more specific or restrictive, or more expensive requirement necessary and applicable to the completed Project, based on Project Manager's interpretation, will take precedence. Project Manager's written decision on the issue will be final and binding.
  - G. Conformity of Work with Contract Documents
    1. Perform all work and furnish all materials in conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Contract Documents.
    2. In the event that Project Manager finds that Contractor has used material or produced a finished product that is not in conformity with the Contract Documents, but that Contractor has produced reasonably acceptable work, Project Manager will determine if the Department will accept the work. In this event, Project Manager will document the basis of acceptance by Contract modification, which provides for an appropriate reduction in the Contract price for such work or materials included in the accepted work as deemed necessary to conform to the determination based on engineering judgment.
    3. In the event that Project Manager finds that Contractor has used material or produced a finished product that

is not in conformity with the Contract Documents, and that Contractor has produced an inferior or unsatisfactory product, Contractor shall remove and replace or otherwise correct the work or materials at no expense to the County.

4. For base and surface courses, the Department will allow the finished grade to vary as much as 0.1 foot from the grade shown in the plans, provided that Contractor's work meets all templates and straightedge requirements and contains suitable transitions.

#### H. Errors or Omissions in Contract Documents

1. Do not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify Project Manager of such discovery. Project Manager will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

#### I. Authority of Project Manager

1. Perform all work to the satisfaction of Project Manager. Project Manager will decide all questions, difficulties, and disputes, of whatever nature, that may arise relative to the interpretation of the Plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

#### J. Authority and Duties of Project Manager's Assistants

1. Project Manager's assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these Specifications. Rather, they are authorized to call to the attention of Contractor any failure of the work or materials to meet the Contract Documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by Project Manager.
2. Project Manager will immediately notify Contractor in writing of any such suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of Contractor.

#### K. Engineering and Layout

1. Control Points Furnished by the Department:
  - a. Project Manager will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, Project Manager will furnish only one bench mark for water crossings.

Preserve all reference points and bench marks that the Department furnishes.

- b. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g. resurfacing, safety modifications, etc.) Project Manager will provide only points marking the beginning and ending of the project, and all exceptions.
2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the Work.
  3. Layout of Work:
    - a. Utilizing the control points furnished by the Department, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.
    - b. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.
  4. Specific Staking Requirements:
    - a. When performing new base construction as part of the Project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that Project Manager directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.
    - b. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.
    - c. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.
    - d. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

- e. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, Project Manager may approve an alternate method for layout of striping provided that Contractor achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.
  - f. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the Department will provide the location and length of the "no passing zones" during construction. For these projects, notify Project Manager not less than 21 calendar days prior to beginning striping.
  - g. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.
5. Personnel, Equipment, and Record Requirements:
- a. Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons, employed by the Department, for performance of layout work.
  - b. Keep adequate field notes and records while performing layout work. Make these field notes and records available for Project Manager's review as the work progresses, and furnish copies to Project Manager at the time of completion of the project. Project Manager's inspection, checking, or acceptance of Contractor's field notes or layout work does not relieve Contractor of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents.
  - c. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the Department.
6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.
- L. Contractor's Supervision
1. Contractor's Superintendent:
- a. Maintain a competent superintendent at the Site at all times while work is in progress to act as Contractor's agent. The superintendent must:
    - 1) Be capable of properly interpreting the Contract Documents and thoroughly experienced in the type of work being performed.
    - 2) Have full authority to receive instructions from Project Manager and to execute the orders or directions of the Project Manager, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required.
    - 3) Speak and understand English.
  - b. Maintain at least one other responsible person who speaks and understands English, on the Project during all working hours.
  - c. Furnish sufficient superintendence and supervisory personnel commensurate to the amount and type of work being performed.
2. Supervision for Emergencies:
- a. Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise.
  - b. Submit, by certified mail, the phone numbers and names of personnel designated to be contacted in cases of emergencies, along with a description of the project location, to the Miami-Dade Police and all other local law enforcement agencies.
- M. General Inspection Requirements
1. Cooperation by Contractor:
- a. Notify Project Manager daily where each of his crews will be working and what work will be done. This notification shall be given each weekday between 3:00 p.m. and 4:00 p.m. on the prior day.
  - b. Do not perform work or furnish materials without obtaining inspection by Project Manager or his representative. Furnish Project Manager with every reasonable

facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents.

- c. If Project Manager so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If Project Manager determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the County. However, if Project Manager determines that the work thus exposed or examined is acceptable, the County will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with the terms of the Contract Documents.
2. Failure of Project Manager to Reject Work During Construction: If, during or prior to construction operations, Project Manager fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the County to final acceptance. The County is not responsible for losses suffered due to any necessary removals or repairs of such defects.
3. Failure to Remove and Renew Defective Materials and Work: If Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the Project Manager has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at Contractor's expense. The Department will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due Contractor, or by charging such amounts against the Contract bond.
4. Inspection by State and/or Federal Government: When the State of Florida and/or the United States Government pays a portion of the cost of construction, their representatives may inspect the construction work as they deem necessary. However, such inspection(s) will in no way make the State or the Federal Government a party to the Contract.

N. Final Inspection

1. Maintenance until Acceptance: Maintain all Work until Project Manager has given final acceptance in accordance with the requirements of the Contract Documents.
2. Inspection for Acceptance:

- a. Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, Project Manager will make an inspection for acceptance. The inspection will be made within seven days of the notification. If Project Manager finds that all work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, Project Manager will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until Project Manager accepts all Work.
  - b. Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to Contractor.
  - c. Until final acceptance in accordance with the requirements of the Contract Documents, replace or repair any damage to the accepted Work.
3. Partial Acceptance: At Project Manager's sole discretion, Project Manager may accept any portion of the Work under the provisions stipulated above.
  4. Conditional Acceptance: Project Manager will not make, or consider requests for conditional acceptance of a project.
- O. Final Acceptance.
- a. When, upon completion of the final construction inspection of the entire Project, Project Manager determines that Contractor has satisfactorily completed all the Work and furnished all documents required by the Contract Documents, Project Manager will give Contractor written notice of final acceptance. Final Acceptance shall also denote the beginning of any warranty periods associated with the Project.

1.04 CONTROLLING MATERIALS

A. Acceptance Criteria

1. General:

- a. All materials and equipment, except for materials specifically called for on the Contract Documents to be provided by the County, are to be supplied by the Contractor who must, as required, obtain shop drawing approvals and order these items in a timely fashion so as not to cause any delays in the approved schedule.
- b. Acceptance of materials is based on the criteria provided herein and elsewhere in the Contract Documents. All requirements may not apply to all materials. Use only materials in the Work that meet the requirements of the

Contract Documents. Project Manager may inspect and test any material, at points of production, distribution and use.

2. Sampling and Testing:

a. Use sample identification and tracking forms approved by Project Manager to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the County. Ensure that sufficient material is delivered to allow for proper sample collection, at no expense to the County.

b. Where required:

- 1) Pretest by Manufacturers: Submit certified manufacturer's test results to Project Manager for qualification and use on the Project. Testing will be as specified in the Contract Documents. The Department may require submittal from manufacturers of samples of materials for independent verification purposes.
- 2) Point of Production Test: Test the material during production as specified in the Contract Documents.
- 3) Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.
- 4) Point of Use Test: Test the material immediately following placement as specified in the Contract Documents. After delivery to the Project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. The Department may reject all materials that, when retested, do not meet the requirements of the Contract Documents.

3. Certification:

a. Manufacturer Material Certification: Submit material certifications for all materials to Project Manager for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification.

B. Applicable Documented Authorities Other Than Specifications

1. General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented

authorities for requirements. When specified, meet the requirements as defined in such references.

2. Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

3. Construction Aggregates:

a. Unless otherwise specified in the Contract Documents:

- 1) All aggregate products and sources used in performance of the Work must be approved by FDOT pursuant to Rule 14-103, F.A.C. Aggregates and sources used must be identified in the FDOT "Approved Aggregate Products from Mines or Terminals" listings current at the time the aggregate is proposed for use on the Project.
- 2) Each truck aggregate load ticket provided must include the Project Name and Number, name of the aggregate source, the FDOT Source Number, quantity, aggregate description and corresponding FDOT material code, producer ticket number, and statement "CERTIFIED FOR FDOT" or "CERT. FOR FDOT."

C. Storage of Materials and Samples

1. Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed requirements concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

2. Use of Right-of-Way for Storage: Unless otherwise stated in the Contract Documents, no Project staging areas have been provided by the County. If Project Manager allows, Contractor may use a portion of the right-of-way for temporary storage purposes and for temporarily placing Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the County or as specified in the Contract Documents. Provide any additional space required at no expense to the County.

3. Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4. Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

D. Defective Materials

1. Materials not meeting the requirements of the Contract Documents will be considered defective. Project Manager will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the County.
2. Do not use material that has been rejected and the defects corrected, until Project Manager has approved the material's use. Upon failure to comply promptly with any order of Project Manager made under these provisions, Project Manager will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due to Contractor.
3. As an exception to the above, Contractor may submit, upon approval of Project Manager, an engineering and/or laboratory analysis to evaluate the effect of defective in-place materials. A Specialty Engineer, who is an independent consultant or Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis. Project Manager will determine the final disposition of the material after review of the information submitted by Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

E. Products and Source of Supply

1. Source of Supply—Convict Labor (Federal-Aid Contracts Only):
  - a. Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.
  - b. Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:
    - 1) Materials produced by convicts on parole, supervised release, or probation from a prison or,
    - 2) Materials produced in a qualified prison facility.
  - c. The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount

produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

2. Buy American: Contractor must comply with the requirements of Miami Dade County Code, Section 2-8.2.6.1, Buy American Iron and Steel Products Procurement Program:

- a. The Buy American legislation requires that iron and steel products utilized in certain Miami-Dade County public improvement projects be produced in the United States. This requirement shall not apply if:
  - 1) The project is federal funded.
  - 2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - 3) upon a written recommendation of the County Mayor approved by a majority vote of the Board members present, compliance with this requirement is not consistent with the best interests of the public.

3. Source of Supply-Steel (Federal-Aid Contracts Only):

- a. Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any prestressed beams, corrugated steel pipe, etc.), these same provisions apply manufactured product (e.g., concrete pipe. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater.
- b. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that a all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ Submit (actual cost).

each such certification to the Project Manager prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, document the actual cost of such material submit invoices to, and obtain the Project Manager's written approval prior to incorporating the material into the project.

4. Contaminated Unfit, Hazardous, and Dangerous Materials:
  - a. Do not use any material that, after approval and/or placement, has in any way become unfit for use.
  - b. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

#### 1.05 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

##### A. Disaster Preparedness

1. General:
  - a. During periods in which any portion of Miami-Dade County is designated by the National Oceanic and Atmospheric Administration's National Hurricane Center as being under a Tropical Storm Watch or greater, Contractor shall perform all precautions as necessary to safeguard the Work and property, including the removal of all small equipment and materials from the site, securing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by Project Manager.
2. Upon Notification of a Tropical Storm or Hurricane Watch:
  - a. Project Manager will provide formal notification to Contractor to prepare and submit for approval a Plan of Action for the specific actions to be taken on their particular projects.
3. Upon Notification of a Tropical Storm or Hurricane Warning:
  - a. Project Manager will provide formal notification to Contractor to implement the approved Plan of Action to protect the Project and the public.
  - b. For construction projects within the public right-of-way, Contractor will be notified by Project Manager to suspend his construction

operations. Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs, and secure remaining barricades by "half burial" or "double sand bags."

##### 4. Storm or Disaster Services:

- a. Contractor, by accepting the award of this Contract, recognizes and agrees that should a storm or other severe and catastrophic natural disaster affect the Miami-Dade-County area during the performance of the work, Contractor shall provide services contracted for during the contract period, at the Contract unit prices and at the same or different locations from those covered by this Contract.
- b. For emergency services and conditions not addressed by this Contract, Contractor agrees to negotiate reasonable prices and terms with the County for any disaster-relief work required by the County. In all instances, Contractor agrees to negotiate reasonable time extensions for performance of disaster-relief work.

##### B. Laws to be Observed

###### 1. General:

- a. Become familiar with and comply with all applicable Federal, State, County, and city laws, by-laws, ordinances, and regulations that control the action or operation of those engaged or employed in the Work or that affect materials used. Pay particular attention to the applicable safety regulations promulgated by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). In addition, comply with Chapter 403, F.S. (Florida Statutes), regarding control of air pollution. Direct special attention to that portion of Chapter 17-5, F.A.C. (Florida Administrative Code), pertaining to open burning in land clearing operations. Where work or structures included in the Contract are in "Navigable Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Part 329); "Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Parts 323 and 328); or "Waters of the State," (reference Part 4, Chapters 253 and 373 of the Florida Statutes and Section 62-340, F.A.C.); comply with the regulatory provisions of Section 404 of the Federal Clean Water Act of 1977; Sections 9 and 10 of the Federal River and Harbor Act of 1899; Chapter 161, F.S.; and any local authority having jurisdiction over such waters.
- b. Obtain certification from the Construction Industry Licensing Board as required by Part I, Chapter 489, F.S., regardless of exemptions allowed by Section 489.103,

- F.S., prior to removing underground pollutant storage tanks. Dispose of tanks and pollutants in accordance with the requirements and regulations of any Federal, State, or local, agency having jurisdiction.
- c. Prior to building construction or renovation, provide copies of current registrations or certifications issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, F.S. for the appropriate category of construction.
  - d. Corporations must be registered with the State of Florida, Department of State, Division of Corporations, and hold a current State Corporate Charter Number in accordance with Chapter 607, F.S.
  - e. Contractor or the authorized subcontractor applying any roofing material must be licensed or be an approved dealer and applicator of the proposed roofing material.
  - f. Indemnify, defend, and save harmless the County and all of its officers, agents, and employees, in the amount of the Contract price, against all claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, order, or decrees; whether by himself or his employees.
2. Plant Quarantine Regulations: The U.S. Department of Agriculture and the Florida Department of Agriculture and Consumer Services have issued quarantine regulations pertaining to control of the nematodes of citrus, Rule 5B-44, Florida Administrative Code, and other plant pests. Contact the local (or other available) representatives of the Animal and Plant Health Inspection Service of the U.S. Department of Agriculture, and the Division of Plant Industry of the Florida Department of Agriculture and Consumer Services to ascertain all current restrictions regarding plant pests that are imposed by these agencies. Keep advised of current quarantine boundary lines throughout the construction period.
    - a. These restrictions may affect operations in connection with such items as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, and other items which might involve the movement of materials containing plant pests across quarantine lines.
    - b. Obtain quarantine regulations and related information from the following:
 

Animal and Plant Health Inspection Service  
U.S. Department of Agriculture  
3029 Lake Alfred Road  
Winter Haven, Florida 33881

Director, Division of Plant Industry  
Florida Department of Agriculture and Consumer Services  
Post Office Box 147100  
Gainesville, Florida 32614-7100
  3. Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds:
    - a. Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify Project Manager upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without Project Manager's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 16C-52 and Rule 5B-57, F.A.C. for the definition of prohibited aquatic plants, plant pests, and noxious weeds.
    - b. Furnish Project Manager, prior to incorporation into the Project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.
  4. Compliance with Federal Endangered Species Act and other Wildlife Regulations:
    - a. The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.
    - b. In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project. These guidelines are posted at the following URL address: [https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2).



- Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.
- c. Prior to establishing any off-project activity in conjunction with a project, notify the Project Manager of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.
  - d. Do not perform any off-project activity without obtaining written clearance from the Project Manager. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Project Manager in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.
5. Occupational Safety and Health Requirements: Contractor shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both Contractor and the County, until Contractor has completed the work required under the Contract. Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.
  6. Discovery of an Unmarked Human Burial: When an unmarked human burial is discovered, immediately cease all activity that may disturb the unmarked human burial and notify Project Manager. Do not resume activity until specifically authorized by Project Manager.
  7. Insecticides and Herbicides: Use products approved by the Florida Department of Agriculture for the State of Florida, found on the following website <http://state.ceris.purdue.edu/>. The use of restricted products is prohibited. Do not use any products in the sulfonyleurea family of chemicals. Herbicide application by broadcast spraying is not allowed.
    - a. Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.
    - b. Ensure that all employees applying insecticides and herbicides possess a current Florida Department of Agriculture Commercial Applicator license with the categories of licensure in Right-of-Way Pest Control and Aquatic Pest Control. Provide a copy of current certificates upon request, to Project Manager.
    - c. Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.
    - d. Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.
    - e. Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.
    - f. Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, F.A.C., Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, F.A.C.
    - g. Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, submit the current certificates to the Project Manager.
  8. Compliance with Section 4(f) of the USDOT Act: (Staging Areas)
    - a. Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.
    - b. Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic

site (according to the results of the Cultural Resources Survey discussed under FDOT 120-6.2). If such a site is proposed, notify the Project Manager and provide a description of the proposed off-site activity, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Project Manager to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Project Manager

9. Employment Eligibility Verification

- a. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- b. Miami-Dade County reserves the right, at any time, to request supporting documentation, as evidence of services provided and demonstration of compliance with the above requirements.

C. Permits and Licenses

1. General:

- a. Except for permits procured by the Department, as incorporated by Special Provision to this Contract, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- b. The Department will also acquire any modifications or revisions to an original permit incorporated by Special Provision to this Contract when Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the right-of-way limits.
- c. Contractor must obtain all other permits required for this Project prior to commencing the Work. This includes permits required by other municipalities and agencies, permits to

work in the Right-of-Way, and those required for the removal or relocation of trees.

- d. Unless stated otherwise in the Special Provision, the actual amount paid for the permits will be reimbursed to Contractor from a dedicated allowance established by the County. If no dedicated allowance is specified the reimbursement shall be paid from the Contract's Contingency Allowance. Original receipts must be presented to Project Manager for approval.
- e. Contractor must give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.
- f. Acquire all permits for work performed outside the right-of-way or easements for the Project.
- g. In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to Contractor. Post all permit placards in a protected location at the worksite.
- h. In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

D. Patented Devices, Materials and Processes

- 1. Include all royalties and costs arising from patents, trademarks, and copyrights, in any way involved in the work in the Contract price. Whenever using any design, device, material, or process covered by letters patent or copyright, obtain the right for such use by suitable legal agreement with the patentee or owner of the copyright. File a copy of such agreement with Project Manager. However, whether or not such agreement is made or filed as noted, Contractor and the surety in all cases shall indemnify, defend, and save harmless, the County from all claims for infringement by reason of the use of any such patented design, device, material, or process on work under the Contract, and shall indemnify the County for all costs, expenses, and damages that it may be obliged to pay by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

E. Right-of-Way Furnished by the Department

- 1. Except as otherwise stipulated in these Specifications or as shown in the Plans, the Department will furnish all rights-of-way necessary for the proper completion of the Work at no expense to Contractor.

F. Sanitary Provisions

- 1. Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use

of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

#### G. Control of Contractor's Equipment

1. Traffic Interference: Do not allow equipment, while it is on or traversing a road or street, to unreasonably interfere with traffic.
2. Overloaded Equipment: Do not operate on any road or street any hauling unit or equipment loaded in excess of (1) the maximum weights specified in the Florida Uniform Traffic Control Law, or (2) lower weights legally established for any section of road or bridge by the State, the Department, or local authorities. The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions provided below for Crossings. This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.
3. Crossings: Where it is necessary to cross an existing road or street, including specifically the existing traveled lanes of a divided highway within the limits of the Project, obtain permits from the Municipality, the Department or FDOT depending on the location, for crossing overloaded or oversized equipment. Cross existing roads or streets only at Project Manager-designated points. Project Manager may require Contractor to protect the pavement or Roadway at the crossing by using lumber, planks, or fill. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
4. Protection from Damage by Tractor-Type Equipment: Take positive measures to ensure that tractor-type equipment does not damage the road. If any such damage should occur, repair it without delay, at no expense to the County and subject to Project Manager's approval.

#### H. Forest Protection

1. Compliance with State and Federal Regulations: In carrying out work within or adjacent to State or National forests or parks, comply with all of the regulations of the State or Federal authority having jurisdiction, governing the protection of and the carrying out of work in forests or parks, and observe all sanitary laws and regulations with respect to the performance of work in these areas. Keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction, installation, and maintenance of any construction camps, living quarters, stores, warehouses, sanitary facilities, and other structures; all in accordance with the requirements of the forest or park official.

2. Prevention and Suppression of Forest Fires: Take all reasonable precautions to prevent and suppress forest fires. Require employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress forest fires. Assist in preventing and suppressing forest fires, and make every possible effort to notify a forest official at the earliest possible moment of the location and extent of all fires. Extinguish the fire if practicable.

#### I. Preservation of Property

##### 1. General:

- a. Protect all geodetic monuments, horizontal or vertical, located within the limits of construction.
- b. All street name signs shall remain in place during time of construction except those required to be relocated due to interference with actual construction. All signs relocated or damaged by Contractor during the course of the work shall be re-installed or replaced at the proper location, as soon as possible at Contractor's expense.
- c. Prior to the removal of any traffic control signs that interfere with the construction, Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed.
- d. All signs that are found to be unserviceable shall be reported to the Miami-Dade County, Department of Transportation and Public Works, Traffic Signals & Signs Division, at (305) 592-3580, prior to the commencement of work.

##### 2. Contractor's Use of Streets and Roads:

- a. When hauling materials or equipment to the project over roads and bridges on the State road system, County road system, or city street system, and such use causes damage, immediately, at no expense to the County, repair such road or bridge to as good a condition as before the hauling began.
- b. The Department may modify the above requirement in accordance with any agreement Contractor might make with the governmental unit having jurisdiction over a particular road or bridge, provided that Contractor submits written evidence of such agreement to Project Manager prior to commencement of the Work.
- c. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Contractor shall so conduct his operations that he shall not close any thoroughfare nor interfere in any way with traffic on railway, highways, or on water, without the written consent of the proper authorities.

- d. Contractor must immediately remove any earth or other excavated material spilled from trucks and clean the streets to the satisfaction of the governing authority.
  - e. The Department has not made any attempt to define the equipment to be used in transporting the excavated material since this may vary, however, Contractor shall abide by the following general requirements:
    - 1) Transport vehicles must be of the type(s) approved for this application by the political jurisdiction involved.
    - 2) General requirements are that the vehicles have watertight bodies that they are properly equipped and fitted with seals and covers to prohibit material spillage or draining, and that they are cleaned as often as is necessary to prevent deposit of material on roadways.
    - 3) Vehicles must be loaded within all legal weight limits and operated safely within all traffic and speed regulations.
  - f. The Department will not allow the operation of equipment or hauling units of such weight as to cause damage to previously constructed elements of the project, including but not necessarily limited to bridges, drainage structures, base course, and pavement.
  - g. Do not operate hauling units or equipment loaded in excess of the maximum weights specified for Overloaded Equipment on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges.
  - h. Project Manager may allow exceptions to these weight restrictions for movement of necessary equipment to and from its worksite, for hauling of offsite fabricated components to be incorporated into the Project, and for crossings as specified in the Contract Documents.
3. Protection of Existing Utility Poles:
- a. Ensure that existing utility poles are properly protected during installation of pipes and structures and must coordinate with the utility pole owner any safeguards necessary to protect the utility pole, including bracing of the pole, if necessary. All costs for protection of utility poles and any costs for the temporary bracing by the utility pole owner shall be the responsibility of Contractor and shall be considered incidental to and included in the Contract prices.
4. Traffic Signs, Signal Equipment, Highway Lighting and Guardrail:
- a. Protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by Project Manager due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by Project Manager.
  - b. If the Department determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party, and is not otherwise due to any fault or activities of Contractor, the Department will, with the exception of any damage resulting from vandalism, compensate Contractor for the costs associated with the repairs. Repair damage caused by vandalism at no expense to the County.
5. Operations Within Railroad Right-of-Way:
- a. Notification to the Railroad Company: Notify the superintendent of the railroad company, as shown on the Plans, and Project Manager at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.
  - b. Contractor's Responsibilities: Comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from Contractor's operations within or adjacent to railroad company right-of-way.
  - c. Watchman or Flagging Services: The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Department will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.
6. Utilities:
- a. General:
    - 1) Contact the Sunshine State One Call of Florida, Inc. at 1-800-432-4770 and other affected utility owners at least 48

hours prior to commencing any trenching or excavation work on this Project.

- 2) Make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. In the event that a relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," Contractor nevertheless must commence work under this Contract, and must schedule his work to avoid interference with the utility relocation work.
  - 3) County will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the County be held responsible for any damages to any utilities due to any actions by Contractor.
- b. Arrangements for Protection or Adjustment:
- 1) Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by Contractor's operations.
  - 2) The Department will make the necessary arrangements with utility owners for removal or adjustment of utilities where Project Manager determines that such removal or adjustment is essential to the performance of the required construction. The Department will not consider relocation or adjustment requests based on Contractor's proposed use of a particular method of construction or a particular type of equipment as essential to the construction of the Project if Contractor could use other common methods and equipment without relocating or adjusting the utility. Project Manager will determine the responsibility for any such required adjustments of utilities. Contractor shall make all requested relocations or adjustments because of delivery to the job site of Contractor-furnished materials, at no expense to the County.
  - 3) The Department considers relocations and adjustments (or other protection) under the following circumstances as essential to the construction of the Project:
    - a) Utilities lying within the vertical and horizontal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction, all as determined by Project Manager (and except as provided in paragraph (d) below). (In the case of overhead electrical conductors that carry more than 400 Volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the equipment is required, except where the utility owner effects safeguards approved by OSHA.)
    - b) Utilities lying within the horizontal limits of the project and within 12 inches below the ground surface or the excavation surface on which Contractor operates construction equipment, or within 12 inches below the bottom of any stabilizing course specified in the Plans.
    - c) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in paragraph (d) below). Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the Contract Documents require support of the excavation sides by sheeting or Contractor elects to sheet such excavation for his own convenience.
    - d) Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the utility owner is responsible for providing and effecting all reasonable measures for their support and protection during construction operations. Cooperate with the utility owner in the owner's effecting of such support and protective measures. Contractor is responsible for all damage to the utility that is caused by Contractor's neglect or failure to cooperate or to use proper precaution in performing his work.
  - 4) In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, Project Manager will direct such relocation so as to cause the least impediment to the overall construction operations. The Department is not responsible for utility adjustments or

temporary relocation work, or for the conditions resulting there from, where such adjustments are:

- a) Not necessitated by the construction of the Project,
- b) Done solely for the benefit or convenience of the utility owner or its contractor, or Contractor where the Department considers his construction procedures to be other than normal, or
- c) Not shown on the approved plans for the utility relocation or the construction of the Project.

c. Cooperation with Utility Owners:

- 1) Cooperate with the owners of all underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.
- 2) In the event of interruption of water or other utility services as a result of accidental breakage, exposure, or lack of support, promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water service is interrupted and Contractor is performing the repair work, Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

d. Utility Adjustments:

- 1) Certain utility adjustments and reconstruction work may be underway during the progress of the Contract. If known prior to award, the Department will include in the Contract documents the utility authorities who are scheduled to perform utility work on the Project.
- 2) Cooperate with the various utility construction crews who are maintaining utility service.
- 3) Exercise due caution when working adjacent to relocated utilities. Repair all damage to the relocated utilities resulting from his operations at no expense to the County.
- 4) Protect utility facilities in accordance with the requirements of the Contract Documents and the owner.

e. Weekly Meetings:

- 1) Conduct weekly meetings on the job site with all the affected utility companies and

Project Manager in attendance to coordinate project construction and utility relocation. Submit a list of all attendees one week in advance to Project Manager for approval.

- 2) Provide the approved Work Progress Schedule and Work Plan for the Project, as specified in the Contract Documents, to document the schedule and plan for road construction and utility adjustments.
- 3) When utility relocations no longer affect construction activities, Contractor may discontinue the meetings with Project Manager's approval.

J. Responsibility for Damages, Claims, etc.

1. Contractor to Provide Indemnification:

- a. Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction Contract.
- b. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

2. Guaranty of Payment for Claims: Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release Contractor's bond until all such claims are paid or released.

K. Contractor's Responsibility for Work

1. Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including

but not restricted to Acts of God, of the public enemy, or of governmental authorities.

L. Source of Forest Products

1. As required by Section 255.20, F.S., where price and quality are equal, and when available, use only timber, timber piling, or other forest products that are produced and manufactured in the State of Florida. This provision does not apply to Federal-aid projects.

M. Dust Control

1. Dust control measures are required as necessary to prevent the surface and air transport of dust from any construction activity performed under this contract. This may include but is not limited to: Pre-watering deeply before excavation; scheduling thorough and consistent watering that does not run off the site; applying best management practices in the loading, offloading, and transport of soils and miscellaneous materials; covering or otherwise stabilizing piles when necessary; and planning schedules so control measures are available throughout the project.
2. Ensure that excessive dust is not transported beyond the limits of construction in populated areas. Contractor may control dust for embankments or other cleared or unsurfaced areas by applying water, as directed by Project Manager. When included in the Plans, install mulch, seed, sod, or temporary paving as early as practical. Control dust during the storage and handling of dusty materials by wetting, covering, or other means as approved by Project Manager.
3. When cutting through concrete, care should be exercised to prevent dust from becoming air borne. Contractor must use an engineering control such as the use of a wet saw or dust collector. Project Manager shall have the final determination when in a particular circumstance this is not feasible, and the concrete must be cut dry.
4. No separate item for dust control measures is included for payment in this Contract. Contractor must consider the cost of any dust control measures that is necessary for the proper construction of the Project as included in the Contract price for items of work for which dust control measures are required.

N. Dredging and Filling

1. Section 370.033, F.S., requires that all persons, who engage in certain dredge or fill activities in the State of Florida, obtain a certificate of registration from the Florida Department of Environmental Protection, Tallahassee, Florida 32301, and that they keep accurate logs and records of all such activities for the protection and conservation of the natural resources. Obtain details as to the application of this law from the Department of Environmental Protection and contact local regulatory agencies for additional applicable requirements.

O. Contractor's Motor Vehicle Registration

1. Provide the Department with proof that all motor vehicles operated or caused to be operated by such Contractor are registered in compliance with Chapter 320, F.S. Submit such proof of registration in the form of a notarized affidavit to the Department.

2. The Department will not make payment to Contractor until the required proof of registration is on file with the Department.

P. Compliance with FHWA 1273:

1. For federally funded projects and when required by law, comply with the provisions contained in FHWA-1273.
2. The FHWA-1273 Electronic version, dated July 5, 2022 is posted on the FDOT's website at the following URL address:  
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>
3. Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.
4. If the FDOT website cannot be accessed, contact FDOT Department's Specifications Office Web Coordinator at (850) 414-4101.

Q. Sustainable Building / Infrastructure Program (As Applicable)

1. Projects that involve the planning, design, construction, management, renovation, maintenance and decommissioning of infrastructure or buildings owned, financed, or operated by the County shall comply with the requirements of the County's Sustainable Buildings Program. All activity as a result of this contract shall comply with Chapter 2, Article I, Sec. 2-1, Rules 5.09 through 5.10, and Chapter 9, Article III, Sec. 9-71 through 9-75, and Implementing Order(IO) 8-8 of the Code of Miami-Dade County which established a County policy to incorporate, wherever practical, Green Building Practices. These sections of the code, together with the IO, are referred to as the Sustainable Buildings Program
2. The primary mechanisms for determining compliance with the Sustainable Buildings Program shall be the current LEED rating system (for Buildings) and the Envision rating system (for Infrastructure), except as noted elsewhere in IO 8-8. If an alternative rating system is requested to demonstrate compliance, substitutions of standard, compliance interpretations, and exemptions may be sought, as detailed in IO 8-8. 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.
3. If the project is a building that is a Public Project:
  - a. For all New Construction Public Projects, the minimum rating shall be LEED Silver in the version most recently adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required.

Except as provided in IO 8-8 Section VI(A)(3).

- b. For Public Projects that are not New Construction but meet LEED prerequisites, the minimum rating shall be LEED Silver in the version most recently adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).
  - c. For Public Projects that are not New Construction and do not meet LEED prerequisites as determined by the Sustainability Manager, the Public Project shall adhere to Maximum Measures, and the IO 8-8 Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).
4. If the project is a for infrastructure that is a Public Project:
- a. For Infrastructure Public Projects that are subject to this IO with project costs greater than two million dollars (\$2,000,000), the minimum rating shall be Envision Silver, per the version most recently adopted by the Institute for Sustainable Infrastructure, and the required Section VII Prescriptive Path elements in I.O. 8-8.
  - b. For Infrastructure Public Projects with project costs less than two million dollars (\$2,000,000), the following requirements shall be met per I.O. 8-8:
    - 1) Maximum Measures
    - 2) Section VII Prescriptive Path elements

## 1.06 PROSECUTION AND PROGRESS

### A. Subletting Or Assigning The Contract

1. Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose.
2. Contractor must perform, with its own organization, contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the Contract Documents) of the total original contract price, excluding any specialty items designated by the County. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization.
  - a. "Its own organization" is construed to include only workers employed and paid directly by the prime contractor and equipment owned or

rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

- b. "Specialty Items" is construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
3. The contract amount, upon which the requirements set forth in this Subarticle is computed, includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the provisions of the Contract. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.
  4. If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.
  5. Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.
  6. The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Project Manager may require the Contractor to remove the subcontractor as in the case of an employee.
  7. Contractor must furnish:
    - a. A competent superintendent or supervisor who is employed by its firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work); and
    - b. Such other of its own organizational resources (supervision, management, and engineering services) as the Project Manager determines is necessary to assure the performance of the Contract.

### B. Notice to Proceed

1. Unless otherwise agreed to by the parties, the Department may issue the Notice to Proceed (NTP) within 30 Days after all conditions for Contract execution have been met. The NTP will identify the date Contractor is to begin the construction and will start the Contract Time.



C. Project Signs

1. Project Signs will be provided by Miami-Dade County Internal Services Department (ISD) at no cost to Contractor.
2. The type, location, and number of signs required per each work site shall be at the discretion of Project Manager.
3. No work shall commence until the Project Signs are secured in place as directed by Project Manager.
4. Maintain and Relocate Project Signs.
  - a. Maintain and relocate Project Signs throughout the duration of the Contract, as directed by Project Manager and at no additional cost to Miami-Dade County.
  - b. Install relocated Project Signs as required by Project Manager. All materials and work necessary to secure, brace, mount, place, and maintain the Project Signs will be provided at Contractor's expense.
  - c. Notify Project Manager immediately if at any time, during the Contract duration, a Project Sign becomes damaged, defaced, or unreadable. If Project Manager determines that a replacement sign is required, Project Manager will request it from ISD.
5. Upon completion of the Contract or at any time as directed by Project Manager, deliver all available Project Signs to the designated ISD facility.
6. No separate payment will be made for the activities described above.

D. Schedule Of Values

1. A Schedule of Values is required for any Stipulated (Lump) sum contract, or for major lump sum items on Unit price contracts for which Contractor requests progress payments.
2. Upon notification of intent to Award and prior to the Notice to Proceed, submit to Project Manager for review and approval, a preliminary Schedule of Values that:
  - a. Logically subdivides the Work into component parts with sufficient detail to serve as the basis for progress payments during performance of the Work and correlates to the Work Progress Schedule.
  - b. Includes quantities and prices of items for all of the Work which when added together equal either the Contract Base Award Amount for a Stipulated sum contract or the Contract Price for a major lump sum item in a Unit price contract.
  - c. Separately identifies the scope of work to be performed by any SBE-CONST utilized to satisfy any SBE-CONST goal in the Contract. In addition, payment requisitions for the scope of work of such SBE-CONST shall be accompanied by the statements of

completion of the work of the SBE-CONST and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the SBE-CONST for the previous construction draw.

3. The Schedule of Values for a Stipulated sum contract will be acceptable to Project Manager as to form and substance if it provides a reasonable allocation of the Contract Base Award Amount to component parts of the Work.
4. When directed by Project Manager, submit at least 10 days prior to the next application for progress payment, a revised or updated Schedule of Values to address any changes in the Work.

E. Preconstruction Conference

1. A Preconstruction Conference will be held with Contractor, members of the Department and other Miami-Dade County Agencies, representative of Utility Companies, and other municipalities or contractors affected by the Work. The Department will set the time and place of this conference.
2. Submit the following items to Project Manager at the Preconstruction Conference unless otherwise noted:
  - a. Two copies of the proposed Work Progress Schedule. (Provide an updated schedule within 5 days of each Work Order for work order contracts.)
  - b. Contractor's Chain of Authority.
  - c. Contractor's Emergency Telephone Numbers, during work hours, after hours, and on weekend, of Prime and MOT Contractor's Representatives.
  - d. Letter naming Contractor's Superintendent and his qualifications.
  - e. Letter naming Contractor's Work Site Traffic Supervisor and a copy of their respective Certification(s).
  - f. Letter naming Contractor's MOT Flagmen and a copy of their training Certification(s).
  - g. Maintenance of Traffic Plan: Letter outlining the Specific Maintenance of Traffic Plan or Plans that will be used during construction. If the MOT plan is noted in the Construction Plans, it will be for reference only. Contractor is responsible to provide his own MOT Plan. MOT plans must be submitted within 5 days of the date of each Work Order for work order contracts.
  - h. Shop drawing submittal schedule. To be submitted within 5 days of the date of each Work Order for work contracts.
  - i. List of potential subcontractors and rental agreements.
  - j. Letter listing the material providers for this project, with the respective name and address; and letter certifying the compliance of the material with the project requirements.

- k. List of equipment to be utilized for construction; including make, model, year, name and description of equipment.
- l. Contractor's Erosion Control Plan (ECP) pursuant to the requirements of the Contract Documents.
- m. Lighting plan if Contractor intends to perform any night work.
- n. All other submittal requirements stipulated in the Contract Documents.

F. Scheduling of the Work

1. Work Progress Schedule.

- a. Within 21 days after Contract award or at the Preconstruction Conference, whichever is earlier, submit to Project Manager for approval two copies of a Work Progress Schedule for this Project. Project Manager will review and respond to Contractor within 15 days of receipt.
- b. The Work progress Schedule must show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to initiate, construct, and complete all requirements of the Contract Documents within the Contract Duration and must:
  - 1) Include a projected Project completion, measured in dollars and time, on a monthly basis or at each progress payment cutoff date.
  - 2) Identify a date for substantial completion with "sufficient time" between substantial completion and end of Contract Duration for final inspections, final roadway striping if required, development of a punch list by the Project Manager, completion of all punch list items by Contractor, final submittals, and any remaining site restoration activities. "Sufficient time," as it pertains solely to this requirement, means no less than 60 days unless otherwise required by the Contract Documents or approved in writing by Project Manager.
  - 3) Include the order and interdependence of activities and the sequence for accomplishing the Work including phased restoration of areas impacted by work.
  - 4) Describe activities in sufficient detail so that the Project Manager can readily identify the Work and measure the progress of each activity.
  - 5) Show each activity with a beginning work date, activity duration, and a monetary value.
  - 6) Include within the activities the necessary steps for procurement,

fabrication, and delivery of materials, plant, and equipment.

- 7) Include the review time for shop drawings and submittals.
- 8) Include the Critical Path and milestone activities when milestones are required by the Contract Documents.
- 9) In projects with more than one phase, adequately identify each phase and its substantial completion date, and do not allow phase specific activities to span more than one phase.

- c. Submit with the Work Progress Schedule a narrative report describing current project schedule status and identifying potential delays. This report will include a description of the progress made since the previous schedule submission and objectives for the upcoming 30 calendar days. It will be submitted on 8.5 by 11 inch paper. This report shall at a minimum include the following information:

- 1) Indicate if the Project is on schedule, ahead of schedule or behind schedule. If the Project is ahead of schedule or behind schedule, the report shall include the specific number of calendar days. If the Project is behind schedule, the report shall include a detailed recovery plan that will put the Project back on schedule.
- 2) The report will describe the current critical path of the Project and indicate if this has changed in the last 30 calendar days. Discuss current successes or problems that have affected either the critical path's length or have caused a shift in the critical path within the last 30 calendar days. Identify specific activities, progress, or events that may reasonably be anticipated to impact the critical path within the next 30 calendar days, either to affect its length or to shift it to an alternate path.
- 3) List all schedule logic or duration changes that have been made to the schedule since the previous submission. For each change, describe the basis for the change and specifically identify the affected activities by identification number.
- 4) Identify any and all activities, either in progress or scheduled to occur within the following 30 days that require County participation, review, approval, etc.

- d. Submit, with the Work Progress Schedule, clear documentation demonstrating that all necessary coordination activities with utility owners that have facilities within the limits of construction have been conducted. In

addition, incorporate into the work progress schedule any utility adjustment schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

- e. Project Manager will return inadequate schedules to Contractor for corrections. Resubmit a corrected schedule within 15 days from the date of Project Manager's return transmittal.
  - f. Submit an updated Work Progress Schedule, for Project Manager's acceptance, if there is a significant change in the planned order or duration of an activity. Project Manager will review the corrected schedule and respond within 7 days of receipt.
  - g. By acceptance of the schedule, Project Manager does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. Project Manager will use the accepted schedule as a baseline against which to measure the progress.
  - h. If Contractor fails to finalize either the initial or a revised schedule in the time specified, Project Manager will withhold all Contract payments until Project Manager accepts the schedule.
2. Weekly Work Progress Meetings:
- a. Coordinate weekly meetings to discuss Contract progress with Project Manager including near term scheduled activities, utility relocations, and problems and their proposed solutions.
  - b. Submit a Two-Week "Look Ahead" Planning Schedule at each weekly meeting, showing the items of work planned for the next two weeks. Develop the schedule in Bar Chart format, identifying current and planned activities and related Contract Schedule work activities, including subcontractor work. Designate all activities that are controlling work items as determined by the currently accepted Contract Schedule.
  - c. A report shall be submitted at each weekly meeting identifying schedule activity progress including actual start or finish dates achieved for any activities.
3. Prosecution of the Work.
- a. Give the Work the constant attention necessary to ensure the scheduled progress, and cooperate fully with Project Manager and with other contractors at work in the vicinity.
  - b. Do not commence work under the Contract until after the Department has issued the Notice to Proceed. Thereafter, commence the Work and continue all work in an expeditious manner to a conclusion acceptable to Project Manager and in

accordance with the approved Work Progress Schedule.

- c. All requirements of the Contract, including completion of punch list items and final deliverables, must be completed during the Contract Duration.
- d. Compliance with Time Requirements: Commence work in accordance with the approved Work Progress Schedule and provide sufficient labor, materials and equipment to complete all work as scheduled. Should Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the Work in accordance with the required schedule, Project Manager may withhold all progress payments that are, or may become due, or suspend the work until Contractor corrects such deficiencies.
- e. Provisions for Convenience of Public: Schedule construction operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, Project Manager may require Contractor to first construct the work in any areas along the Project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, Project Manager may require Contractor to delay removal of the existing (usable) facilities.
- f. The lack of equipment or unsuitability of said equipment shall not be an acceptable reason for falling behind schedule.
- g. If Contractor fails to complete all work under the Contract, within the time specified in the "Notice to Proceed" and/or Work Order(s), or fails to perform the Work with sufficient personnel and equipment or with sufficient materials to assure the prompt completion of the work assigned, or discontinues the prosecution of the Work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy or insolvency code, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, becomes unsatisfactory in the opinion of the County, Project Manager will give notice in writing to Contractor and his surety of such delay, neglect, or default. Additionally, the County may opt to not issue further Work orders and/or to terminate the Contract in addition to assigning a non-responsive Contractor Evaluation rating. Continuous failure by Contractor to complete work in a timely fashion may result in the County not issuing further work and/or cancellation of the Contract.

4. Additional Requirements for Work Order Contracts:

- a. The completion time for each Work Order will consist of a reasonable duration determined by Project Manager.
- b. After the "Notice to Proceed" and issuance of the Work Order(s), Contractor shall commence the Work on the effective date of each Work Order and continue all work in an expeditious manner to a conclusion acceptable to Project Manager.
- c. All activities required to be performed for each Work Order, including completion of punch list items and final deliverables, must be completed during the Work Order Days provided for each Work Order.
- d. Unless otherwise provided by the Contract Documents, Project Manager may issue subsequent Work Order(s) any time after Project Manager determines that work under an existing Work Order is substantially completed, even if site restoration or punch list items are pending for the existing Work Order.

G. Progress of the Work.

1. Unless otherwise stipulated herein, progress of the Work will be evaluated monthly and compared to the approved Work Progress Schedule.

- a. When dollars invoiced by Contractor on the Project are 15 percent greater than the estimated dollars for the work scheduled, Project Manager may request in writing, that Contractor submit a revised Work Progress Schedule for approval by the next scheduled monthly submittal date.
- b. When the dollars earned by Contractor on the Project are 15 percent less than the estimated dollars for the work scheduled, Project Manager may deem the progress of the Work unsatisfactory and will issue a notice to Contractor of unsatisfactory performance.
- c. In the event a noncritical item becomes critical as determined by Project Manager, Contractor must submit a revised CPM schedule.
- d. When an activity on the critical path, as shown on the current approved Work Progress Schedule, has exceeded its late start date by 7 Days, Project Manager will deem the progress of Work unsatisfactory and will hold a meeting with Contractor to address the schedule within 7 Days of the discovery. If a resolution cannot be determined within 5 Days, Project Manager will issue a notice to Contractor of unsatisfactory performance.
- e. When it becomes apparent that an activity on the critical path, as shown on the current approved Work Progress Schedule, has exceeded its original duration by 10 or more

Days, regardless of the Contract's definition of Contract Time, Contractor must submit a revised Work Progress Schedule for approval within 5 Days of the discovery and Project Manager will issue a notice of unsatisfactory performance to the Contractor and identify the unsatisfactory performance.

2. The notice of unsatisfactory performance will also allow a reasonable period of time, as determined by Project Manager but not to exceed 30 Days from receipt of the notice, for Contractor to bring the progress of the Work into compliance with the current accepted work progress schedule or to provide acceptable written justification for the delay. Contractor must do the following things within the time specified in the notice to Contractor of unsatisfactory performance:

- a. Submit a revised baseline progress schedule and recovery plan to Project Manager for review and approval. Demonstrate the proposed method to complete the Project within the remaining time specified in the current accepted work progress schedule; and
- b. If Contractor is unable to provide such a revised schedule, a late completion schedule shall be submitted indicating the time required to complete the Work. The Department's approval of the late completion schedule will not operate as a waiver of the Department's right to assess liquidated damages;
- c. Take all necessary action, subject to Project Manager's approval, to ensure completion of the Project at no additional cost to the Department within the remaining time specified in the accepted schedule. Actions may include but not be limited to the following:
  - 1) Additional overtime;
  - 2) Added work shift;
  - 3) Additional workforce;
  - 4) Extended workweek;
  - 5) Additional Equipment; or
  - 6) A combination of these.

H. Performance of Work

- 1. Give due and adequate notices to those in control of all properties that may be affected by the construction activities.
- 2. Keep on the job site sufficient plant and equipment to meet the requirements of the Work. The plant shall be kept in a satisfactory operating condition and be capable of safely and efficiently performing the Work as set forth in the Plans and Specifications. The equipment and all operations shall be subject to inspection by Project Manager at all times.

3. Submit for approval by Project Manager, a description of the type of materials and equipment to be used; and the method of procedure to be used in the performance of the Work.
4. Condition of Equipment
  - a. All equipment used in the performance of the Work must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. All dewatering pumps and welding machines must be engine driven or powered by Contractor furnished generators. The temporary power source available at the jobsite is not sufficient to power that type of equipment.
  - b. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of Project Manager, he will have the right to order Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the County.
5. Saw Cutting:
  - a. When required in performance of this Contract, material may be removed by either saw cutting the slab perpendicular to the long edge, or by any other means that will produce a clean neat cut and that is acceptable to Project Manager. All costs for saw cutting and/or any other necessary means for accomplishing the bid items listed in this Contract shall be included in the cost for said item.
6. Open Excavations:
  - a. At the close of each workday, Contractor shall refill all open excavations, or cover open excavations with steel plates capable of supporting vehicular traffic at no additional cost to the County.
7. Florida Trench Safety Act
  - a. The Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) is hereby incorporated by reference and made a part of these Specifications. The purpose and intention of the State of Florida "Trench Safety Act" is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety and providing additional specific requirements when the excavation is in excess of 5 feet deep. By executing the Contract, Contractor certifies that he is fully aware of the Trench Safety Act, and will comply with applicable trench safety standards.
- b. In accordance with Sections 553.60-553.64, F.S., the bidder acknowledges those included in the various items of the proposal and in the total bid price are costs for complying.
  - I. As-Built Drawings
    1. Five (5) sets of complete "As-Built" drawings signed and sealed by either a Florida Registered Surveyor and Mapper or a Florida Registered Professional Project Manager, or a Florida Registered Architect shall be accurately recorded by Contractor and submitted to Project Manager prior to final acceptance of the Work. As Built drawing required for Federally Funded Projects must be signed and sealed only by a Florida Registered Professional Project Manager.
    2. The As-Built Drawings must contain detailed information pertaining to the locations, spans, depths, and elevations of all significant elements of construction performed pursuant to the Contract Documents in addition to all information necessary to comply with Project permits and regulatory requirement.
    3. All locations, depths, and elevations shall be taken by a Florida Registered Surveyor and Mapper and be shown on the As-Built drawings.
    4. No separate payment will be made for the As-Built drawings.
  - J. Liquidated Damages
    1. Contractor, or in case of his default the surety, shall pay to the County, not as a penalty but as liquidated damages, the amount stipulated under the Special Provisions should Contractor fail to complete all work specified within the time stipulated in the Contract for substantial completion, including extra time granted in writing by the County. Substantial completion must be achieved 5 days prior to contract final acceptance, unless a different time is stipulated under contract duration on the Special Provisions.
    2. Project Manager will count default days in calendar days.
    3. County has the right to apply, as payment on such liquidated damages, any money the County owes Contractor.
    4. County does not waive its right to liquidated damages due under the Contract by allowing Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract/Work Order Time including granted time extensions.
    5. The requirements of this Article may not be waived, compromised or settled without the express written consent of the Board of County Commissioners.
  - K. Limitations of Operations
    1. General:

- a. Subject to any provision to the contrary provided in these Contract Documents, Work must not be carried out during the night or on Saturdays, Sundays or on County holidays without prior written approval from Project Manager issued at least 72 hours before these times so that proper inspection and engineering services may be scheduled.
- b. Prior written approval from Project Manager, as specified in this Article, is not required for the performance of work that is necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would otherwise be endangered or when hazard to life or property would result, in which case Contractor must inform Project Manager at the earliest possible opportunity of the same.
- c. All construction activities, designated by Project Manager as requiring inspection by the County, must be scheduled to coincide with the hours of availability of Project Manager or Project Manager's duly authorized inspector. The hours of availability are from 7:00 AM until 4:30 PM Monday through Friday; unless otherwise approved by the Project Manager, these construction activities must be scheduled to coincide with the aforementioned hours of availability.
- d. Work performed without the prior written approval of Project Manager and without an Project Manager's duly authorized inspector may be declared defective solely on the grounds that it was not properly inspected.
- e. In the event, that the Project Manager approves work on night or on Saturdays, Sundays or on County holidays; the Contractor will be responsible to pay the overtime incurred during the approved overtime hours at the current inspector's hourly rate. Such payment will be deducted from the monthly invoice.
- f. Contractor must conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and general operations.

2. Night Work:

- a. Night work may be undertaken as a regular procedure when required by the Contract Documents or approved in writing by Project Manager. Such approval, however, may be revoked at any time by Project Manager if Contractor fails to maintain adequate equipment, lighting, and supervision for the proper prosecution and control of the Work at night pursuant to the requirements herein.
- b. For the purposes of this Article, the term "night" shall mean the period from 6:00 p.m. to 7:00 a.m. Due to traffic interference concerns, authorized night construction activities that may be disruptive to traffic flow

can only be performed weekdays between 9:00 p.m. to 5:00 a.m.

- c. Prepare a specific work plan and submit it to the Project Manager for approval at least one week in advance of the anticipated work. The plan must include a schedule of all activities of work and show in detail the special arrangements that will be made to provide for all regulatory and Contract requirements including cordoning off the areas with sufficient roadwork safety signs; providing approved MOT; worksite personnel and citizen safety; necessary lighting; and daily restoration of the work site.
- d. Obtain and comply with all necessary permits and authorizations from the applicable jurisdictions.
- e. Complete all scheduled work and restore the work site as required in the Project Manager's approval.
- f. Lighting during nighttime operations:
  - 1) During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft•cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.
  - 2) Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by Project Manager.
  - 3) Submit a lighting plan at the Preconstruction Conference for review and acceptance by Project Manager. Submit the plan on standard size plan sheets (not larger than 24 by 36 inch), and on a scale of either 100 or 50 feet to 1 inch. Do not start night work prior to the Project Manager's acceptance of the lighting plan.
  - 4) During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.
  - 5) Where night work is required by the Contract Documents, include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.

3. Sequence of Operations: Do not open up work to the prejudice of work already started. Project Manager may require Contractor to finish a section on which work is in progress before starting work on any additional section.
4. Interference with Traffic:
  - a. At all times conduct the Work in such manner and in such sequence as to ensure the least practicable interference with traffic. Operate all vehicles and other equipment safely and without hindrance to the traveling public. Park all private vehicles outside the clear zone. Place materials authorized to be stored along the roadway so as to cause no obstruction to the traveling public as possible.
  - b. Where existing pavement is to be widened and stabilizing is not required, prevent any open trench from remaining after working hours by scheduling operations to place the full thickness of widened base by the end of each day. Do not construct widening strips simultaneously on both sides of the road, except where separated by a distance of at least 1/4 mile along the road and where either the work of excavation has not been started or the base has been completed.
5. Coordination with other contractors:
  - a. Sequence the work and dispose of materials so as not to interfere with the operations of other contractors engaged upon adjacent work; join the work to that of others in a proper manner, in accordance with the spirit of the Contract Documents; and perform the work in the proper sequence in relation to that of other contractors; all as may be directed by Project Manager.
  - b. Contractor is responsible for any damage done by him or his agents to the work performed by another contractor.
6. Drainage: Conduct the operations and maintain the work in such condition to provide adequate drainage at all times. Unless otherwise required by the Contract Documents, do not obstruct existing functioning storm drains, gutters, ditches, and other run-off facilities.
7. Fire Hydrants: Keep fire hydrants on or adjacent to the roadway accessible to fire apparatus at all times, and do not place any material or obstruction within 15 feet of any fire hydrant.
8. Protection of Structures: Do not operate heavy equipment close enough to pipe headwalls or other structures to cause their displacement.
9. Fencing: Erect permanent fence as a first order of business on all projects that include fencing where Project Manager determines that the fencing is necessary to maintain the security of livestock on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property.
10. Contaminated Materials:
  - a. When the construction operations encounter or expose any abnormal condition that may indicate the presence of a contaminated material, discontinue such operations in the vicinity of the abnormal condition and notify Project Manager immediately. Be alert for the presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal as possible indicators of the presence of contaminated materials. Treat these conditions with extraordinary caution.
  - b. Make every effort to minimize the spread of Contaminated Material into uncontaminated areas.
  - c. Do not resume the construction operations until so directed by Project Manager.
  - d. Dispose of the Contaminated Material in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. Where Contractor performs work necessary to dispose of Contaminated material, and the Contract does not include pay items for disposal, the Department will pay for this work as unforeseeable work.
  - e. The Department may agree to hold harmless and indemnify Contractor for damages when Contractor discovers or encounters Contaminated materials or pollutants during the performance of services for the Department when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreements are only effective if Contractor immediately stops work and notifies the Department of the Contaminated material or pollutant problem.
  - f. Such indemnification agreement is not valid for damages resulting from Contractor's willful, wanton, or intentional conduct or the operations of Contaminated and Hazardous Material Contractors.
- L. Qualifications of Contractor's Personnel
  1. Meet the personnel qualifications requirements stipulated in the invitation to bid on under the advertisement documents.
  2. Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or Project Manager may take action as prescribed below.

3. It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

4. Whenever Project Manager determines that any person employed by Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, Project Manager will provide written notice and Contractor shall discharge the person from the work. Do not employ any discharged person on the Project without the written consent of Project Manager. If Contractor fails to remove such person or persons, Project Manager may withhold all payments that are or may become due, or suspend the work until Contractor complies with such orders. Protect, defend, indemnify, and hold the County, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

M. Temporary Suspension of Contractor's Operations

1. Authority to Suspend Contractor's Operations:

- a. Project Manager has the authority to suspend Contractor's operations, wholly or in part. Project Manager will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations.
- b. Any work in the public right of way may be temporarily suspended by the roadway governing authority. If an extension of Contact time is authorized pursuant to the requirements of the Contract Documents, it will be of a non-compensable nature. All costs associated with temporary suspension including any demobilization or re-mobilization costs are the sole responsibility of the Contractor and no extra compensation will be allowed.
- c. No additional time extension will be granted to Contractor when the operations are suspended for the following reasons:
  - 1) Contractor fails to comply with the Contract Documents.
  - 2) Contractor fails to carry out orders given by Project Manager.
  - 3) Contractor causes conditions considered unfavorable for continuing the Work.
- d. Immediately comply with any suspension order. Do not resume operations until authorized to do so by Project Manager in writing. Any operations performed by Contractor, and otherwise constructed in

conformance with the provisions of the Contract, after the issuance of the suspension order and prior to Project Manager's authorization to resume operations will be at no cost to the County. Further, failure to immediately comply with any suspension order will also constitute an act of default by Contractor and is deemed sufficient basis in and of itself for the Department to declare Contractor in default, with the exception that Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

2. Prolonged Suspensions: If Project Manager suspends Contractor's operations for an indefinite period, store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

3. Permission to Suspend Contractor's Operations: Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining Project Manager's written permission. Submit all requests for suspension of operations in writing to Project Manager, and identify specific dates to begin and end the suspension. Contractor is not entitled to any additional compensation for suspension of operations during such periods.

4. Suspension of Contractor's Operations-Holidays:

- a. Unless Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from Project Manager, Contractor must not work on the following days: Martin Luther King, Jr. Day; President's Day, Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Juneteenth Day, Independence Day; Labor Day; the Saturday, and Sunday immediately preceding Labor Day; Columbus Day, Veterans' Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not Contractor's operations have been suspended.
- b. During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet all applicable requirements for: (1) Maintenance of Traffic; and (2) Prevention, Control, and Abatement of Erosion and Water Pollution. Contractor is not entitled to any additional compensation for removal of equipment from



clear zones or for compliance with the aforementioned requirements during such holiday periods.

N. Computation of Contract Time

1. Date of Beginning of Contract Time: The Contract Time begins on the effective start date of the "Notice to Proceed." Perform the Work fully, entirely, and in accordance with the Contract Documents within the Contract Time(s) specified in the Contract Documents, or as may be extended in accordance with the provisions herein.

2. Contract Time Extensions:

- a. The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.
- b. The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment including traffic signal equipment, highway lighting equipment, etc., unless Contractor furnishes documentation that the order for such equipment was placed in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.
- c. The Department will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:
  - 1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.
  - 2) Utility work actually affected progress toward completion of controlling work items.
  - 3) Contractor took all reasonable measures to minimize the effect of utility work on

job progress, including cooperative scheduling of Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with Contractor's operations to avoid delays.

d. As a condition precedent to an extension of Contract Time, Contractor must submit to Project Manager:

1) A preliminary request for an extension of Contract Time made in writing to Project Manager within ten calendar days after the commencement of a delay to a controlling item of work. If Contractor fails to submit this required preliminary request for an extension of Contract Time, Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and

2) Further, Contractor must submit to Project Manager a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If Contractor contends that the delay is compensable, then Contractor is also required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving Project Manager of the timely opportunity to verify the delay and the costs of the delay, Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

e. Upon timely receipt of the preliminary request of Contract Time from Contractor, Project Manager will investigate the conditions, and if it is determined that a controlling item of

work is being delayed for reasons beyond the control of Contractor, Project Manager will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension Project Manager will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

- f. The existence of an accepted schedule, including any required update(s), as required by the Contract Documents is a condition precedent to Contractor having any right to the granting of an extension of contract time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final.

#### O. Default and Termination of Contract

##### 1. Determination of Default:

- a. The following acts or omissions constitute acts of default and, except as to subparagraph 10) below, the Department will give notice, in writing, to Contractor and his surety for any delay, neglect or default, if Contractor:
  - 1) Fails to begin the work under the Contract within the time specified in the Notice to Proceed;
  - 2) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
  - 3) Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that Project Manager rejects as unacceptable and unsuitable;
  - 4) Discontinues the prosecution of the work, or fails to resume discontinued

work within a reasonable time after Project Manager notifies Contractor to do so;

- 5) Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
  - 6) Allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
  - 7) Makes an assignment for the benefit of creditors;
  - 8) Fails to comply with Contract requirements regarding minimum wage payments;
  - 9) Fails to comply with Project Manager's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
  - 10) For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
- b. For a notice based upon reasons stated in subparagraphs a. 1) through 8) and 10) above: if Contractor, within a period of ten calendar days after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from Project Manager of the fact of such delay, neglect, or default and Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.
  - c. If Contractor, after having received a prior notice described above for any reason stated in subparagraph a. 2), 3), 4), 5), 6) or 8), commits a second or subsequent act of default for any reason covered by the same subparagraph a. 2), 3), 4), 5), 6) or 8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from Project Manager of the fact of such delay, neglect or default and Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to Contractor and without violating the Contract, to take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.

- d. Regarding subparagraph a. 9), if Contractor fails to comply with Project Manager's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from Project Manager of the fact of such delay and Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.
  - e. The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.
2. Completion of Work by Department:
- a. Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of Contractor's default, including the costs of completing the work under the Contract, against Contractor. If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then Contractor and the surety shall be liable and shall pay the County the amount of the excess.
  - b. If, after the ten day notice period and prior to any action by the Department to otherwise complete the work under the Contract, Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the County incurred by the delay, or from any reason attributable to the delay.
3. Termination of Contract for Convenience:
- a. The Department may terminate the entire Contract or any portion thereof, if the Department determines termination is in the County's interest. Project Manager will deliver to Contractor a Written Notice of Termination specifying the extent of termination and the effective date.
- b. When the Department terminates the entire Contract, or any portion thereof, before Contractor completes all items of work in the Contract, the Department will make payment for the actual number of units or items of work that Contractor has completed, at the Contract unit price, and as approved by Project Manager for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The Department will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts).
  - c. The Department will consider reimbursing Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that Contractor has completed is de minimis and thereby too small to compensate Contractor for these expenses under the Contract unit prices.
  - d. The Department may purchase at actual cost acceptable materials and supplies procured for the work, that the Department has inspected, tested, and approved and that Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as Project Manager may designate.
  - e. Termination of a contract or a portion thereof, under the provisions of this Subarticle, does not relieve Contractor or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed.
- P. Release of Contractor's Responsibility
- The Department considers the Contract complete when Contractor has completed all work and requirements of the Contract and the Department has accepted the Work. The Department will then release Contractor from further obligation except as set forth in the Contract Bonds, and except as allowed by the Contract Documents subsequent to Final Payment.
- 1.07 MEASUREMENT AND PAYMENT
- A. Compensation
- 1. Compensation provided by the Contract, through the various scheduled items having awarded Contract Unit Prices, constitutes full payment for completing the Work and meeting all requirements of the Contract Documents. Approved payments will be made only under items having awarded Contract Unit Prices that are measured and accepted by Project Manager.

2. The aforementioned compensation includes:
    - a. Full payment for furnishing any material, supply, equipment, tool, labor, supervision, or meeting any requirement that is reasonably inferred or incidental to the Work whether or not specifically called for by the Contract Documents.
    - b. Items of work that do not have awarded Contract Unit Prices, even if the items appear within the Articles of these Specifications or anywhere else in the Contract Documents. These items will not be measured separately for payment. Compensation for performing any work or meeting any requirement associated with these items is included in approved payments made under the various scheduled items having awarded Contract Unit Prices.
  3. For Job Order Contracts, the Contract Unit Price, where referenced anywhere in these Contract Documents, is the price which results from the multiplication of the unit price provided by the County on the Project Bid Form times the awarded Contractor's percentage factor. All compensation for services called for in this Contract shall be made on the basis of the Contract Unit Prices for quantities based upon the actual work performed and accepted by Project Manager. Such compensation shall be complete payment for all phases of the operation and no additional payment shall be made for any reason whatsoever.
  4. Miami-Dade County offers a payment option that will expedite County payments to your organization via Automatic Clearing House transfers instead of the issuance and mailing of a County check. More information is available at <http://www.miamidade.gov/finance/vendor-payment.asp#5> The form can also be found on the Appendices to the Special Provisions
- B. Contingency Allowance Account
1. A Contingency Allowance account has been established for the Work under this Contract. The Total Contract award amount will include no more than ten percent (10%) Contingency Allowance Account. Contractor is not entitled to funds from the Contingency Allowance Account unless, at the discretion of Project Manager, work is directed to be performed that is beyond the scope of established pay items. Contractor shall perform such work only upon receipt of an executed Miami-Dade-County Contingency Allowance Account expenditure form from Project Manager.
- C. Florida Power And Light Connection Allowance
1. Unless otherwise specified on the contract or under the Special Provisions, the County will reimburse Contractor, at invoice cost, for the services of the Florida Power and Light (FPL) connection fees required by Project Manager. The necessary invoices shall be submitted to Project Manager for inclusion in the payment requisition. This payment will be made from the appropriate dedicated allowance. If no dedicated allowance is provided, then payment shall be made from the Contingency Allowance Account.
- D. Retainage; Punch List Requirements
1. Amount of retainage.
    - a. An amount of 5-percent retainage will be withheld from each progress payment made to Contractor.
  2. Project closeout (Punch List).
    - a. Within 21 days of reaching Substantial Completion and performance of required inspection(s), Project Manager, with cooperation of Contractor, will develop a single punch list subject to the provisions of Section 218.735 (7) of the Florida Statutes (F.S.), listing all items necessary to render complete, satisfactory, and acceptable to Project Manager all work and requirements of the Contract. Contractor will review and comment as necessary to assist Project Manager in the preparation of the final draft of the list during the aforementioned timeframe.
    - b. Project Manager will provide Contractor with the Punch List within 5 days after the List has been developed and reviewed as provided in Subarticle 2.a above. Contractor must immediately work on completion of the items listed and provide to Project Manager within 5 days of receipt of the Punch List, a final schedule for the completion of all pending work and requirements of the Contract. The schedule must provide for the final completion of all Contract requirements and acceptance by the Project Manager prior to the expiration of the Contract.
    - c. For work order or multiphase projects:
      - 1) Provide a punch list listing all items necessary to render complete, satisfactory, and acceptable to Project Manager all work and requirements for each phase or work order as applicable.
      - 2) All time limitations and requirements stipulated above apply except that the timeframe requirements for the individual punch lists are based on the specific phase or work order's substantial completion.
3. Release of Retainage.
- a. The release of retainage is subject to Section 218.735 (7), F.S. and may be requested as follows:
    - 1) Upon completion of all items on the punch list and their acceptance by Project Manager, Contractor may submit a payment request for all remaining retainage withheld by the County

- 2) under this Contract. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract requirements, the County may continue to withhold an amount equal to 150 percent of the total costs to complete such items.
- 3) The County is not required to pay or release any amounts of retainage that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, F.S., or otherwise the subject of a claim or demand by the County or Contractor.

#### E. Measurement of Quantities

1. Measurement Standards: Project Manager will measure all work completed under the Contract in accordance with the United States Standard Measures.
2. Method of Measurements: Project Manager will take all measurements horizontally or vertically as applicable.
3. Determination of Pay Areas:
  - a. Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, Project Manager will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by Project Manager; or the final dimensions measured along the surface of the completed work within the neat lines shown on the Plans or designated by Project Manager. Project Manager will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as Project Manager determines.
4. Construction Outside Authorized Limits: Project Manager will not pay for surfaces constructed over a greater area than authorized, or for material that Contractor has moved from outside of slope stakes and lines shown on the plans, except where Project Manager provides written instruction for Contractor to perform such work.
5. Truck Requirements: Provide all trucks with numbers and certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. This capacity will include the truck body only and any side boards added will not be included in the certified truck body capacity. Ensure the lettering and numbers are legible for identification purposes at all times.
6. Ladders and Instrument Stands for Bridge Projects:

- a. On bridge projects, in order to facilitate necessary measurements, provide substantial ladders to the tops of piers and bents, and place and move such ladders as Project Manager directs.
- b. For bridge projects crossing water or marshy areas, supply fixed stands for instrument mounting and measurements, in accordance with the details stipulated in the Specifications for the project.

#### F. Fuel Adjustment

1. When Applicable ISD will, in the Contract Documents, provide an estimated quantity for fuel requirements for diesel to cover the Work specified in the Contract. Price adjustments will be made only for the amount of diesel fuel estimated by ISD required to complete the Contract. The requirement of fuel for each pay item is estimated by multiplying FDOT's standard fuel factor for that pay item by the quantity of that pay item. On Contracts with an original Contract Time in excess of 120 calendar days, ISD will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for fuel will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.
2. Price adjustments will be based on the monthly bulk average price for diesel as derived by FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for will be available on FDOT Construction Office website before the 15th of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.
3. Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors are on a file maintained by FDOT. Payment on progress estimates will be adjusted to reflect adjustments in the prices for diesel in accordance with the following:
  - a. When fuel prices have decreased between month of bid and month of this progress estimate:
    - 1)  $A_i = F_i (P_i - 0.95 P_b)$  during a period of decreasing prices.
    - 2)  $A_i = \text{Total dollar amount} - \text{positive or negative} - \text{of the cost adjustment for fuel used by the Contractor during the month "i."}$
    - 3)  $F_i = \text{Total gallons calculated as being used during the month.}$

- 4)  $P_i$  = Average price for fuel prevailing during month "i."
  - 5)  $P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.
- b. When fuel prices have increased between month of bid and month of this progress estimate:
- 1)  $A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.
  - 2)  $A_i$  = Total dollar amount - positive or negative - of the cost adjustment for fuel used by the Contractor during the month "i."
  - 3)  $F_i$  = Total gallons calculated as being used during the month.
  - 4)  $P_i$  = Average price for fuel prevailing during month "i."
  - 5)  $P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract
4. Payment will be made on the current progress estimate to reflect the index difference at the time Work was performed.
5. Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable Work
- G. Bituminous Material
- a. On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.
  - b. The Department will use the API determined by FDOT and available on the FDOT Office of Construction website L: <https://www.fdot.gov/construction/fuel-bit/fuelbit.shtm>.
  - c. Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:
    - 1)  $\$ \text{ Adjustment} = (\text{ID})(\text{Gallons})$
- 2) Where ID = Index Difference =  $[\text{CAPI} - 0.95(\text{BAPI})]$  when the API has decreased between the month of bid and month of this progress estimate.
  - 3) Where ID = Index Difference =  $[\text{CAPI} - 1.05(\text{BAPI})]$  when the API has increased between the month of bid and month of this progress estimate.
  - 4) Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.
  - 5) For asphalt concrete items payable by the ton, the number of gallons will be determined assuming a mix design with 6.25 percent liquid asphalt weighing 8.58 lb/gal.
  - 6) Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd<sup>2</sup> per inch.
2. Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, the Department will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.
- H. Material Adjustments for Aluminum, PVC, and Copper.
1. ISD will make price adjustments for aluminum, PVC, and copper materials included in the Contract pay item list in accordance with the following procedures:
    - a. Prepare separate Contractor's Certification of Quantities for each material invoice month using the FDOT forms for Material Price Adjustment. <https://www.fdot.gov/construction/material-price-adjustment>.
    - b. Submit certifications for materials purchased. Submit certifications for subsequent estimate periods as directed by the Project Manager, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:
      - 1) Pay Item Number
      - 2) Certification Quantity
      - 3) Invoice Number
      - 4) Invoice Date

- 5) Invoice Quantity
  - 6) Invoice Unit Price
  - 7) Invoice Total
2. On Contracts with an original Contract Time of more than 120 days, ISD will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.
    3. ISD will use factors to determine the percentage of unit price applicable to material only. Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the FDOT Construction Office website before the 15th of each month at the following website: <https://www.fdot.gov/construction/material-priceadjustment>
    4. Payment on progress estimates will be adjusted to reflect adjustments in the prices for aluminum, PVC, and copper materials in accordance with the following:
      - a.  $\$ \text{ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$
      - b. Where  $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.
      - c. Where  $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.
    5. A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.
    6. Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.
    7. ISD reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.
  1. Material Adjustments for Steel Guardrail
    1. ISD will make price adjustments for steel guardrail materials included in the Contract pay item list in accordance with the following procedures:
    2. Prepare separate Contractor's Certification of Quantities for each material invoice month using the FDOT form for Material Price Adjustment. <https://www.fdot.gov/construction/material-price-adjustment>.
  3. Submit certifications for materials purchased. Submit certifications for subsequent estimate periods as directed by the Project Manager, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:
    4. Pay Item Number
    5. Certification Quantity
    6. Invoice Number
    7. Invoice Date
    8. Invoice Quantity
    9. Invoice Unit Price
    10. Invoice Total
  11. On Contracts with an original Contract Time of more than 120 days, ISD will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.
    12. ISD will use factors to determine the percentage of unit price applicable to material only. Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the FDOT Construction Office website before the 15th of each month at the following website: <https://www.fdot.gov/construction/material-price-adjustment>.
    13. Payment on progress estimates will be adjusted to reflect adjustments in the prices for aluminum, PVC, and copper materials in accordance with the following:
      - a.  $\$ \text{ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$
      - b. Where  $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.
      - c. Where  $\text{ID} = \text{Index \% Difference} = [\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.
  14. : A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

15. Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

16. ISD reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.

J. Lump Sum Quantities

1. Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either Contractor submits satisfactory evidence or the Department determines from satisfactory evidence that a difference exists between the original plan quantity and final quantity of greater than 5 percent.

2. Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

K. Deleted Work

1. The Department will have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein, by the payment to Contractor of a fair and equitable amount covering all items of cost incurred prior to the date that Project Manager cancels the work.

L. Partial Payments

1. General:

a. Project Manager will make partial payments on monthly estimates based on the amount of work that Contractor completes during the month (including delivery of certain materials, as specified herein below). Project Manager will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

b. The Department will base the amount of such payments on the total value of the work that Contractor has performed to the date of the estimate, based on the quantities completed as determined by Project Manager and the

Contract prices, less payments previously made and less any retainage withheld.

2. Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until Contractor has remedied the defect and removed any causes of doubt.

3. Partial Payments for Delivery of Certain Materials:

a. General:

1) The Department may allow partial payments for new materials that will be permanently incorporated into the Project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements.

2) The following conditions apply to all partial payments for stockpiled materials:

a) There must be reasonable assurance that the stockpiled material will be incorporated into the Project.

b) The stockpiled material must be approved by Project Manager as meeting applicable specifications.

c) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.

d) Contractor must furnish Project Manager with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

e) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

f) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

b. Partial Payment Amounts: The following partial payment restrictions apply:

1) Partial payments less than \$5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast prestressed items will not exceed 85% of the Contract price for the item. Partial payments for all other items will not exceed 75% of the Contract price



of the item in which the material is to be used.

- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

4. Certification of Payment to Subcontractors:

- a. The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, Contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.
- b. Within 30 days of Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30-day period.

M. Record of Construction Materials

1. General: For all construction materials used in the construction of the Project, (except materials for materially generally classed as non-commercial), preserve for the Department's inspection the invoices and records of the materials for a period of five years from the date of completion of the Project. Apply this requirement when subcontractors purchase materials, and obtain the invoices and other materials records

from the subcontractors. By providing the materials, Contractor certifies that all invoices will be maintained for the required period.

N. Recovery Rights, Subsequent to Final Payment

1. The Department reserves the right, if it discovers an error in the partial or final payments, or if it discovers that Contractor performed defective work or used defective materials, after the final payment has been made, to claim and recover from Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.
2. Retain all records pertaining to the Project for a period of five years from the date of Project Manager's final acceptance of the Project and final payment, or greater if required by record retention laws. Upon request, make all such records available to the Department or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the Contract provisions.
3. Make all provisions to comply with Florida House Bill (HB) 1309 comply with public records laws.
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
  - b. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in chapter 119, F.S., or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - d. Meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

# CONSTRUCTION SPECIFICATIONS

SPECIFICATIONS  
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**101 MOBILIZATION (REV. 03-12-2013)**

A. Description.

1. Perform preparatory work and operations in mobilizing for beginning work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site(s) and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
2. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

B. Basis of Payment.

1. When No Separate Item for Mobilization is Included in the Contract:
  - a. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
2. When a Separate Pay Item for Mobilization is Included in the Contract:
  - a. The work and incidental costs specified as being covered under this Article will be paid for at the Contract lump sum price for the Mobilization pay item, after an executed Notice to Proceed has been issued, by partial payments made in accordance with the following:
    - 1) For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months. In no event shall more than 50% of the bid price be paid prior to commencing construction on the project site.
    - 2) Total partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the Contract.
    - 3) Retainage, as specified in the Contract Documents, will be applied to all partial payments.
    - 4) Partial payments made on this Subarticle will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

3. Basis of Payment:

- a. No separate item for Mobilization will be provided under this contract. Price to be added under the Lift Replacement pay Item.

**104 PREVENTION, CONTROL, AND ABATEMENT OF  
EROSION AND WATER POLLUTION (REV. 01-09-12)**

A. Description.

1. Provide erosion control measures on the Project and in areas outside the right-of-way where work is accomplished in conjunction with the Project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the Project right-of-way, and damage to work on the Project.
2. Construct and maintain temporary erosion control features and, as required, construct and maintain permanent erosion control features as shown in the Plans or as may be directed by Engineer.

B. General.

1. Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.
2. Maintain, at the work site, copies of all documents referenced by this Specification including: the Departmental Stormwater Pollution Prevention Plan (if provided); the approved contractor Erosion Control Plan; and applicable inspection reports, permits and certifications. Document compliance with all requirements pertaining to the aforementioned documents and this Specification.
3. Engineer may direct, when warranted by unforeseen conditions, the use of control features or methods other than those included in the original Contract. In such event, the Department will pay for this additional work as unforeseeable work.

C. Control of Contractor's Operations Which May Result in Water Pollution.

1. Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials.
2. Conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any water body.
3. Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers,

streams, and impoundments of all obstructions placed therein or caused by construction operations.

4. Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.
5. Except as necessary and authorized for Project construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.
6. Where pumps are authorized for use in removing highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters:
  - a. Pumping into grassed swales or appropriate vegetated areas or sediment basins.
  - b. Confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.
7. Do not disturb lands or waters outside the limits of construction as staked, except as authorized by Engineer.
8. Obtain Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

#### D. Materials for Temporary Erosion Control.

1. Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric in FDOT 985-3 unless such material is to be incorporated into the completed Project.
2. When no testing is required, Engineer will base acceptance on visual inspection.
3. Contractor may use new or used materials, subject to Engineer's approval, for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed Project.

#### E. Erosion Control Plan.

1. Prepare the Erosion Control Plan (ECP) in a format acceptable to the Department and in accordance with the planned sequence of operations.
2. At the Preconstruction Conference, submit to the Department an ECP that:
  - a. Meets the requirements or conditions of all permits authorizing construction of the Project. Where no permits are required or the approved permits do not contain conditions that specifically addresses erosion and water pollution, the requirements of the ECP will be

governed by the Contract Documents and all applicable laws, rules, or regulations.

- b. Accompanies the Department's Stormwater Pollution Prevention Plan (SWPPP) when a SWPPP is provided for the Project.
  - c. Includes and describes for each phase of construction operations or activities the following:
    - 1) Locations of all erosion control devices
    - 2) Types of all erosion control devices
    - 3) Estimated time erosion control devices will be in operation
    - 4) Monitoring schedules for maintenance of erosion control devices
    - 5) Methods of maintaining erosion control devices
    - 6) Containment or removal methods for pollutants or hazardous wastes
    - 7) The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
  - d. Includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-stormwater discharges.
  - e. Describes all phases of operations, the prevention, control, and abatement of erosion and water pollution items or activities necessary for the Project, to include:
    - 1) Types and locations of all erosion control devices
    - 2) Estimated time erosion control devices will be in operation
    - 3) Monitoring schedules for maintenance of erosion control devices
    - 4) Methods for maintaining erosion control devices
    - 5) Containment or removal methods for pollution or hazardous wastes
    - 6) Name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
3. Contractor must obtain Engineer's written approval of the ECP prior to commencing any construction activities.
  4. For project requiring a Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities (Generic Permit):
    - a. Failure to sign any documents or certification statements required by the FDEP Generic Permit will be considered a default of the Contract.
    - b. Any soil disturbing activities performed without the required signed documents or certifications statements may be considered a violation of the FDEP Generic Permit.

#### F. Construction Requirements.

1. Limitation of Exposure of Erodible Earth:

- a. Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the Project right-of-way or damage to the Project.
  - b. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, turf, sod, and other such permanent erosion control measures current in accordance with the accepted schedule.
  - c. Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 square feet without specific prior approval by Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.
  - d. Engineer may increase or decrease the amount of surface area the Contractor may expose at any one time.
2. Incorporation of Erosion and Sediment Control Features:
- a. Incorporate permanent erosion control features into the project at the earliest practical time. Use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion and sediment prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion and sediment that develops during normal construction operations, which are not associated with permanent erosion control features on the project. An electronic version of the E&SC Manual can be found at the following URL: <http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/FLEROSIONSEDIMENTMANUAL060709.pdf>
  - b. Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.
  - c. At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.
  - d. After installation of sediment control devices, repair portions of any devices damaged at no expense to the Department. Engineer may authorize temporary erosion and sediment control features when finished soil layer is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.
3. Scheduling of Successive Operations:
- a. Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.
  - b. Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.
4. Details for Temporary Erosion and Sediment Control Features:
- a. General: Use temporary erosion, sediment and water pollution control features found in the E&SC Manual. These features consist of, but are not limited to, temporary turf, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, and turbidity barriers. For design details for some of these items, refer to the Plans, the FDOT Design Standards and E&SC Manual.
  - b. Temporary Sod: Engineer may designate certain areas of sod constructed in accordance with the Specifications as temporary erosion control features. For areas not defined as sod, constructing temporary turf by seeding only is not an option for temporary erosion control under this Article. Engineer may waive the turf establishment requirements of the Specifications for areas with temporary sod that will not be a part of the permanent construction. The work of placing temporary sod, approved as a temporary erosion control feature where directed by Engineer and in accordance with these Specifications, will be paid for as unforeseeable work.
  - c. Runoff Control Structures: Construct runoff control structures in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function.
  - d. Sediment Containment Systems: Construct sediment containment systems in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function. Clean out sediment containment systems as necessary in accordance with the Plans or as directed.
  - e. Sediment Barriers: Provide and install sediment barriers according to details shown in the Plans, as directed by Engineer, or as shown in the E&SC Manual to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the Project as approved by Engineer.
  - f. Silt Fence:
    - 1) General: Furnish, install, maintain, and remove silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the Plans, the FDOT Design Standards, and the E&SC Manual.
    - 2) Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of FDOT Section 985 according to those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment comparable to the FDOT Design Standards and the E&SC Manual. Erect silt fence at upland locations, across ditch lines and at temporary locations shown on the plans or approved by Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by Engineer.

- 3) Inspection and Maintenance: Inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by Engineer. Remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the silt fence or as directed by Engineer. Dress any sediment deposits remaining in place after the silt fence is no longer required to conform with the finished grade, and prepare them in accordance with the Contract Documents and as directed by Engineer.

g. Floating Turbidity Barriers and Staked Turbidity Barriers:

- 1) Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the Plans or as approved by Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. Engineer may approve alternate methods or materials.
- 2) Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

h. Inlet Protection System: Furnish and install inlet protection systems as shown in the Plans, FDOT Design Standards and the E&SC Manual.

i. Rolled Erosion Control Products (RECPs):

- 1) General: Install RECPs in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings each having differing material requirements.

a) Temporary pauses in construction: Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.

b) Facilitating plant growth: Use RECPs as erosion control blankets, at locations shown in the plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Furnish to Engineer, two certified copies of manufacturers test reports showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested, by a person having legal authority to bind the manufacturing company. Also, furnish two 4 by 8 inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

5. Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the Project in such a manner that no detrimental effect will result. Engineer may direct that temporary features be left in place.

G. Maintenance of Erosion and Sediment Control Features.

1. General: Provide routine maintenance of permanent and temporary erosion and sediment control features, at no expense to the Department, until the Project is complete and accepted. If reconstruction of such erosion and sediment control features is necessary due to Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control features, failure by the Contractor to install permanent erosion control features as scheduled, Contractor must replace such erosion control features at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control features is necessary due to factors beyond the control of Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.
2. Inspect all erosion and sediment control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.50 inches or greater. Maintain all erosion control features as required in the SWPPP, Contractor's ECP, the E&SC Manual, and as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

#### H. Protection During Suspension of Contract Time.

1. If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet, and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. Engineer may direct Contractor to perform, during such suspensions of operations, any other erosion and sediment control work deemed necessary.

#### I. Method of Measurement.

1. Direct Payment Provided:
  - a. When separate items for temporary erosion control features are included in the Contract and have awarded Contract prices, the quantities to be paid for will be the:
    - 1) Area, in square yards, of Rolled Erosion Control Products.
    - 2) Length, in feet, of Runoff Control Structures, measured along the surface of the work constructed.
    - 3) Number of Sediment Containment Systems constructed and accepted.
    - 4) Number of Sediment Containment System Cleanouts accomplished and accepted.
    - 5) Length, in feet, of Sediment Barriers.
    - 6) Length, in feet, of Floating Turbidity Barrier.
    - 7) Length, in feet, of Staked Turbidity Barrier.
    - 8) Number of inlet protection systems.
  - b. Upon acceptance by the Engineer, the quantity of floating turbidity barriers, sediment barriers, staked turbidity barriers, and inlet protection devices will be paid for regardless of whether materials are new, used, or relocated from a previous approved installation on the Project.
2. No Direct Payment Provided: Unless otherwise specified, when no item for direct payment of temporary erosion control features is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the various scheduled items of the Contract.

#### J. Basis of Payment.

1. Prices and payments will be full compensation for all work specified in this Article, including construction and routine maintenance of temporary erosion control features.
2. Any additional costs resulting from compliance with the requirements of this Article, other than construction,

routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the item or items to which such costs are related.

3. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. Contractor must include these costs in the Contract prices for earthwork items.
4. Additional temporary erosion control features constructed as directed by Engineer will be paid for as unforeseeable work.
5. In case of repeated failure on the part of Contractor to control erosion, pollution, or siltation, Engineer reserves the right to employ outside assistance or to use the Department's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to Contractor and appropriate deductions made from the monthly progress estimate.
6. Payment will be made under:
  - a. No separate item(s) for Prevention, Control, and Abatement of Erosion and Water Pollution will be provided under this contract.



## **SECTION 7: SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

**SPECIAL PROVISIONS**  
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## 1. GENERAL REQUIREMENTS

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### 1.01 MISCELLANEOUS CONSTRUCTION CONTRACTS (MCC) PLAN. GENERAL TERMS AND CONDITIONS AND SPECIAL CONDITIONS

- A. Division 01 (General Requirements) of the ISD Specifications amends the MCC Plan, and other provisions of the Contract Documents. All requirements of the MCC Plan, Resolution and amendments', or portions thereof, which are not specifically modified, deleted, or superseded by Division 01, remain in full effect. In the event a conflict between these two complementary portions of the Contract Documents occurs, Division 01 will prevail, and the Project Manager will provide clarification and final determination.

### 1.02 SCOPE OF WORK

- A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, and performing all operations required to construct the Work in accordance with the Contract Documents.
- B. Work includes but is not limited to removing an inground car lift and installing a new above ground car lift furnished by the County. Contractor to be responsible for all permits requirements. Refer to Article 2.02 for additional Work details.
- C. If any changes are required due to conflict of design and or field conditions, the Project Manager will make the final determination.
- D. The Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Project Manager, within the limits of the project site, without prior written notification to the Project Manager. This includes any work for private or commercial entities.

### 1.03 LOCATION OF WORK

- A. The location of work to be performed under the terms of this Contract shall be as follows:

Miami Dade Police Station 5, Kendall.

Station 5, Vehicle Repair Facility, 7707 SW 117th Avenue, Miami, Florida, 33173

### 1.04 TIME FOR COMPLETION

- A. The Work must be substantially completed within **45 days** after the date when the Contract Time commences to run as provided in Subarticle 1.06 N of the General Requirements (Division 1), and all requirements of the Contract Documents completed and ready for final payment within **60 days** after the date when the Contract Time commences to run.
- B. The effective date of the "Notice to Proceed" will be established during the Preconstruction Conference which is held shortly after the Award of Contract and which is attended by members of the Department, the Contractor, representatives of utility companies, and others affected by the

Work. The effective date shall be set as a date no later than 30 calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

C. Working Hours

1. Contractor will be allowed to work between the hours from 6:00 AM to 2:30 PM. From Monday to Friday. Contractor to coordinate precise work hours with the Shop Manager.

1.01 PERMITS

A. Expand Article 1.05C of the General Requirements as follows:

1. The Contractor will be required to obtain all permit(s) from any governmental agency for this turnkey project, inclusive of any building codes requirements. The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in the price bid. A copy of the permit(s) must be presented to the County's point of contact for this turnkey project prior to permitting work to be started. All permits must be fully closed, and the Contractor must present proof of closure before the County issues payment.

1.02 SUPPLIER AND SUB-CONTRACTORS

- A. Contractor should stipulate in their proposal all suppliers and sub-contractors they plan to use for this job. This list should be updated as needed by the Contractor. The Contractor will be required to obtain all release of liens, claims, notice to owners. etc. from all suppliers and subcontractors prior to payment being made by the County. All these releases must be presented to the County's point of contact for this job.

## 2. GENERAL CONSTRUCTION

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### 2.01 FIELD OFFICE (REV. 11-9-15)

- A. A local field office is not required; however, the Contractor will be required to provide the Project Manager with a local (Miami-Dade County) telephone or cellular number, where the Contractor may be contacted 24 hours a day, 7 days a week during the period for which the Contract is in force.

### 2.02 IN GROUND LIFT REMOVAL AND INSTALLATION OF AN ABOVE-GROUND LIFT

- A. The Internal Services Department (ISD), Fleet Management Division (FMD) needs to have an in ground electric lift completely removed, and an electric above-ground lift installed. All components (cylinders, lines, pump motor, etc.) of the old inground lift are to be completely removed, and the area of old lift filled in with concrete. Upon completion of the inground lift removal, Contractor will fully install an above-ground lift in the same shop bay where the inground lift was removed. Contractor will provide all labor, parts, and all materials needed to complete this job as a “turnkey and ready to work” “The County to furnish the lift.
- B. The silence of specifications on any point shall mean that only the finest commercial practices of the construction trades (including but not limited to all engineering, structural, electrical, etc.) and automotive lift industry (including but not limited to installation, operating, testing, etc.) shall apply to all facets of this “turnkey and ready to work” project upon its completion.
- C. In ground Lift Removal Work Detail:
  - 1. The Contractor will protect any air tubing, conduit, or lighting on the roof, walls, etc. from damage while work is being performed.
  - 2. In Bay # 2 remove the existing SL9000k Serial TKL96A0024 and all components of the existing lifts to include cylinders, hydraulic lines, lift post, hydraulic fluid tank and wall mounted control per best practices and OEM requirements. The metal casing surround currently in ground is not to be removed and left in place. If the casing protrudes above the existing concrete, the casing is to be ground even with the existing floor. As part of this work (removal of existing and installation of new unit, etc.) the Contractor will be required to fully clean the inside of the metal casing of any debris, fluids (oils, water, etc.) etc. and treat it the casing as required to promote the proper adhesion of the concrete to it. In addition, the Contractor will be required to provide any needed equipment to remove and install the lifts (ex. Forklift) per best practices, OEM requirements, and any other work required to provide a “ready to work” lift upon completion.
  - 3. The Contractor will provide pallets to load and will securely tie all old equipment, inclusive of all components (cylinders, lines, lifts parts, etc.) to these pallets. The Contractor will be required to load these items into a county vehicle. The County will have the vehicle on site during the removal process. In addition, all hydraulic lines, motors, cylinders, etc. must be properly capped to always prevent oil spills from them.
  - 4. Contractor to fill the void of the casing with concrete to create a level floor with the existing floor. The void is approximately 5 feet long, 18 inches wide, and 7 feet deep with a minimum 4000 psi concrete rated for vehicle and shop use. The Contractor must use a concrete vibrator to remove air bubbles from the concrete being poured into the void.

5. Finished concrete with smooth finish is to be prepared and painted with light gray color epoxy paint suitable for usage in an automotive shop repair environment to prevent oils, fluids, etc. from soaking into this new concrete.

D. Above Ground Lift Installation.

1. The Contractor will fully install a rotary lift furnished by the County. Lift is a Challenger lift with a single stage 220 Volts, Rotunda, Part Number 223-CL10V3-2-QC. this lift design uses a Versymmetric column offset (Specific to Challenger Lifts), the placement will have to be strategically placed and in accordance with manufacturer specifications. For more information, please refer to Appendix C and below link with product information for Rotunda, Part 223-CL10V3-2-QC at: <https://rotunda.service-solutions.com/en-US/Pages/ItemDetail.aspx?itemID=29813>.
2. Electrical system verification will be performed by the Contractor. The contractor shall verify that the new lift will work with the existing electrical power system and breakers on site. If the new lift system does not work with the existing electrical system as part of this installation, the Contractor will be required to upgrade the electrical system to all applicable codes as part of this solicitation. Be aware that the system is single stage 220 Volts.
  - a. All conduit and wiring used to provide and power the lift is to be properly installed according to all electrical and building codes and attached to the existing visible roof and walls.
3. The lift will be installed in a symmetrical orientation. The installation is to follow and adhere to the manufacture's installation process.
  - a. The ceiling height in the bay is 11' 6". Contractor must verify and ensure that the lift being requested fully fits within the envelope of the bay and existing roof height without the need for modification to the building. The roof height is 11'6" at the bottom of the roof truss and 12'6" at the top. Contractor to install the lift in between trusses to allow for the extra 2" column height.
  - b. The installation of this lift must not interfere with the operation of the existing lifts next to it (left or right) when they are loaded with full-size cargo vans or pickup with 8 ft bed or 15 passenger van. The placement must be sufficient width to allow for walkthrough space. The Contractor to coordinate with the County to mutually agree on the exact location where the lifts will be installed in the bay.
  - c. It is currently unknown if the existing concrete slab structure can or cannot fully support the direct mounting of the lift. Therefore, if the existing slab cannot support the direct mounting of the lift, as part of this installation, the Contractor will perform the following:
    - 1) Evaluate the affected area to be cut out to ensure no utilities are imbedded and/or underneath the existing concrete.
    - 2) Saw cut and break out existing concrete in area for where the new above ground lift will be installed. During the saw cut process, to minimize the dust, the Contractor should use a water lubricating type saw and establish poly sheeting protective barrier creating a "U" type shape area to channel all dust to the exterior of the building.
    - 3) Fully prepare area to the proper depth including placing all required/recommended reinforcements (i.e., rebar, wire mesh, etc.) by the manufacturer installation instructions and in accordance with all the local building codes for the pouring of a new concrete footer/floor
    - 4) The new footer/floor area must be leveled and with a thickness of no less than 6 inches or greater and a minimum tensile strength of concrete: 4,000 PSI or greater to meet or

exceed manufacturer installation requirements and all local building codes. A concrete vibrator must be used to remove air bubbles from the concrete being poured for the footers and floor.

- 5) New properly rated mounting points are to be installed per factory installation instruction and recommendation, in addition to all applicable building codes.
  - 6) Prior to installation of the lift, the new floor area is to be prepared and painted with light gray color epoxy paint suitable for usage in an automotive shop repair environment.
  - 7) Install new lift on approved mounting points and tighten fasteners per OEM installation requirements. shim the columns so they are level, and the arms swing without touching the floor.
  - 8) Run electrical wiring to existing electrical system and connect, level, run, and fully cycle the lift empty and with a vehicle provided by the County.
  - 9) The Contractor to provide basic training on proper operation of the lift to staff on site.
  - 10) All warranty repairs performed by the Contractor and/or a supplier to him or her during the OEM warranty period are to be free of fees for labor, travel time, freight, etc.
4. At the completion of the installation of the new lift, the Contractor will also properly dispose of all other debris, materials, and bi-products as a result of the demolition and installation of the new lift.

#### E. Safety and Security

1. Due to the location of this facility, the Contractor must take all necessary steps to advise and prevent their employees from wandering within this compound, away from the Internal Service Department (ISD) Fleet Facility. The Contractor must also take all necessary safety and security precautions to secure the site to prevent any County employee from ISD or person visiting the facility from entering the construction site.
2. The Contractor shall adhere to all applicable OSHA and Regulatory and Economic Resources guidelines, procedures, and protocols to perform this job.



APPENDIX "A" TO SPECIAL PROVISION  
Authorization Agreement for Automatic Deposit



## ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

We hereby authorize the Finance Department to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules.

**Original form** must be received before we can process your request for ACH deposits. Please refer to page 2 for instructions. Processing of the form is approximately 15 days from of completed original form.

This authority is to remain in effect until revoked by us at the Finance Department in writing. Account changes must be reported to the Finance Department at a minimum **fifteen (15) days prior to actual change and receipt.**

### Section 1 (TO BE COMPLETED BY VENDOR)

TRANSACTION TYPE:                      New                       Change                       Terminate

**FEDERAL IDENTIFICATION NUMBER**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--

  
(AS PER CURRENT W-9)                      (FOR INTERNAL USE ONLY)

VENDOR NAME : \_\_\_\_\_

DBA (DOING BUSINESS AS) : \_\_\_\_\_

FISCAL OFFICER NAME AND TITLE : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

EMAIL : \_\_\_\_\_

ACH NOTIFICATION EMAIL: \_\_\_\_\_  
(ACH Notification/Payment details will be sent to this address)

**ROUTING NUMBER**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--

  
(FOR INTERNAL USE ONLY)

**VENDOR'S BANK ACCOUNT NUMBER**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

TYPE OF ACCOUNT                      Checking                       Savings

AUTHORIZED SIGNATURE \_\_\_\_\_                      DATE : \_\_\_\_\_

A VOIDED CHECK OR REDACTED COPY OF A BANK STATEMENT FOR THE ACCOUNT LISTED ABOVE MUST BE PROVIDED. PLEASE REFER TO INSTRUCTIONS FOR OUR MAILING ADDRESS. SUBMISSION OF YOUR E-MAIL ADDRESS IS MANDATORY IN ORDER TO PARTICIPATE IN THIS PAYMENT OPTION.

### Section 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

FINANCIAL INSTITUTION NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_                      EMPLOYEE ID NO. : \_\_\_\_\_

EMAIL : \_\_\_\_\_

BANK OFFICIAL NAME AND TITLE : \_\_\_\_\_

I have verified that the account and routing number provided above is correct and corresponds to vendor noted above.

I have also verified that the person signing is an authorized signer on the account specified.

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

### Section 3 (TO BE COMPLETED BY MIAMI-DADE FINANCE DEPARTMENT)

#### Accounts Payable - Supplier Maintenance Verifications

Corp. Officer Name : _____	Bank Officer: _____	Routing # verified by : _____
Corp. Officer Title : _____	Date: _____	Approved by : _____
A/P Staff Initials : _____		A/P Supervisor _____
Date: _____		Date : _____

#### Finance - Review/Approval

First review and approval _____
Date of review: _____
Second review and approval _____
Date of review: _____



# ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

## INSTRUCTIONS

Please contact us at (305) 375-5111 or email at [FIN-APSM@miamidade.gov](mailto:FIN-APSM@miamidade.gov) if you have any questions or need assistance with this form.

You may obtain blank copies of this form at : [http://www.miamidade.gov/finance/library/ach\\_form.pdf](http://www.miamidade.gov/finance/library/ach_form.pdf)

As a Miami-Dade County supplier you can have access to our supplier portal. The portal offers a one-stop site for suppliers to view bidding opportunities, information on contracts awarded by the County, ability to update their profile, invoice processing, payment information and other features.

Visit us at <https://supplier.miamidade.gov>

### Section 1

#### Transaction Type

New : If vendor is currently not on ACH deposits with Miami-Dade County.

Change : If vendor is currently on ACH deposits with Miami-Dade County and would like to make changes to their information ( example : change of financial institution, account number, E-Mail address, etc.)

Terminate : If vendor is currently on ACH deposits with Miami-Dade County and would like to switch to either Check or AP Control disbursement type )

**Federal Identification Number** : Enter your Federal Employer Identification Number (FEIN) or Social Security Number (SSN) used to register you as a vendor with Miami-Dade County. Name and FEIN/SS must be exactly as provided on IRS Form W-9.

**Vendor Name** : Enter the name of your business or individual name used to register you as a vendor with Miami-Dade County.

**DBA (Doing Business As )** : If you have registered a DBA for your business or for you as an individual, please enter it here.

**Fiscal Officer Name, Title and E-Mail** : Name of Authorized Corporate officer, Title and E-Mail address to be contacted to.

**ACH Notification E-Mail** : This is the E-Mail address where payment information will be sent to.

### Section 2

This section must be completed in full and legible manner by your banking institution in order to prevent delays in processing change to ACH.

Both acknowledgment statements must be checked off by Bank Official signing and dating the form.

### Section 3

This section will be completed by Miami-Dade County Finance Department.

#### ORIGINAL FORM AND VOIDED CHECK OR REDACTED STATEMENT MUST BE MAILED TO :

**Accounts Payable - Supplier Maintenance Team**

**Miami-Dade County Finance Department**

**111 NW First Street, Suite 2620**

**Miami, Florida 33128**

#### Terms and Conditions

Processing time is approximately fifteen (15) days from receipt of complete form and voided check or redacted Bank statement.

Providing account information does not authorize Miami-Dade County to access bank account activity.

ACH deposits can be made into **only** one (1) bank account. Payments can not be split between multiple accounts.

Notification E-mail providing payment information can be sent to one (1) e-mail address **only**.

Proper verification will be conducted by Miami-Dade County Finance Department Staff, via a telephone call to confirm the information being provided is accurate.

This authorization shall remain in effect until terminated in writing with sufficient notice to Miami-Dade County Finance Department.

Miami-Dade County will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this ACH Authorization Agreement Form.

## Existing Equipment







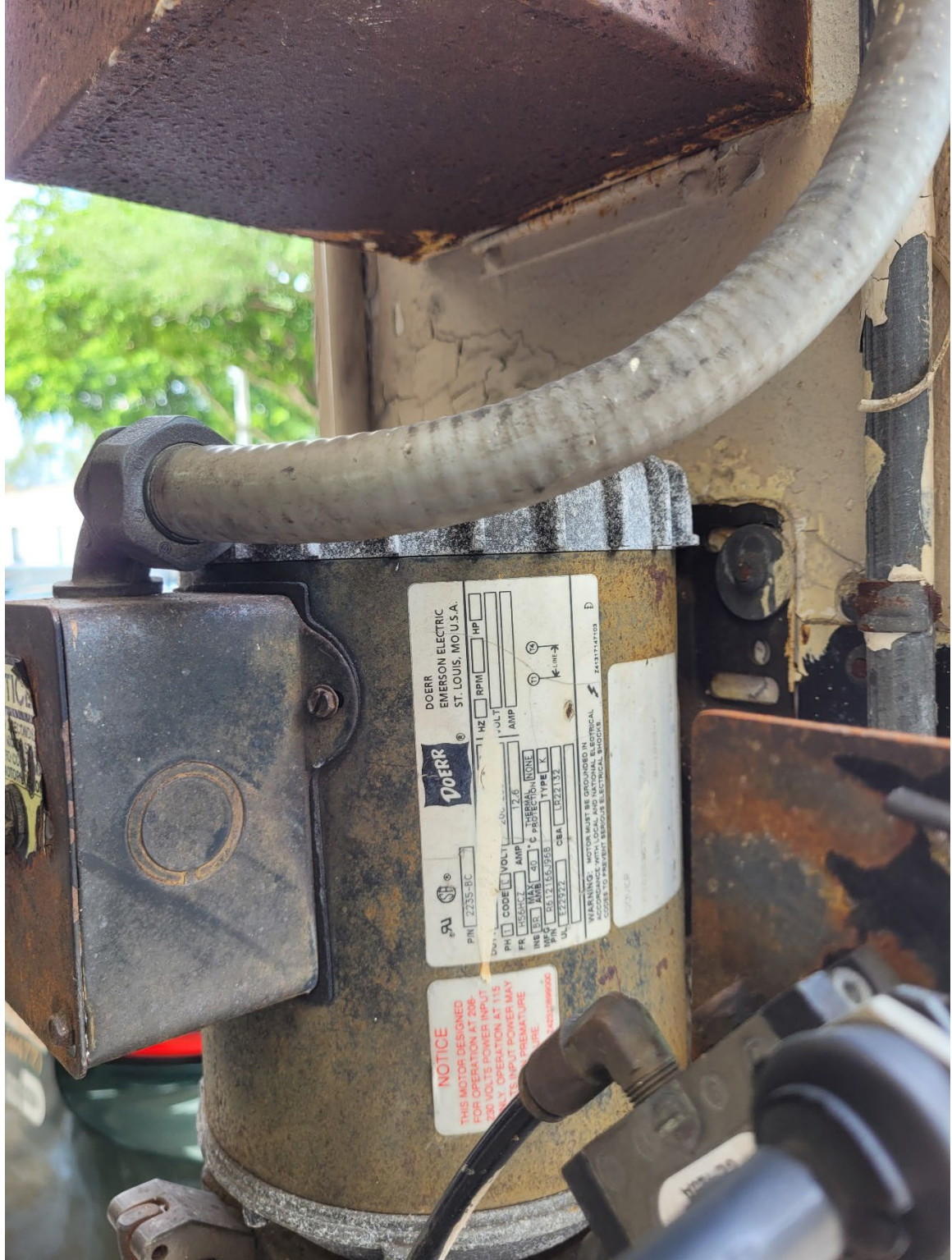


**NOTICE**  
Please do not touch the electrical equipment unless you are a qualified electrician. If you are not a qualified electrician, do not touch the electrical equipment. If you are a qualified electrician, do not touch the electrical equipment unless you are wearing proper safety gear.

**SAFETY WARNING LABELS FOR HYDRAULIC LIFTS**

<b>WARNING</b> Do not touch the hydraulic lift when it is in use. The lift is under pressure and can move unexpectedly.	<b>WARNING</b> Do not touch the hydraulic lift when it is in use. The lift is under pressure and can move unexpectedly.
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MIAMI-DADE  
**POLICE**  
79A  
FLORIDA  
TJ181  
MIAMI



DOERR  
EMERSON ELECTRIC  
ST. LOUIS, MO U.S.A.

PH  FR  ULT  AMP  RPM  HP

INSUL. CLASS.  180  200  220  240  275  300  330  360  380  400  440  480  500  550  600  660  720  760  800  850  900  950  1000

PROTECTION  NONE  THERMAL  THERMAL & PROTECTION  THERMAL & PROTECTION

UL  E22222 CBA  E22132

WARNING: MOTOR MUST BE GROUNDED TO PREVENT ELECTRICAL SHOCK. ALWAYS USE PROPER ELECTRICAL PRACTICES TO PREVENT SERIOUS ELECTRICAL SHOCK.

**NOTICE**  
THIS MOTOR DESIGNED FOR OPERATION AT 208V. EXCESSIVE VOLTAGE OPERATION AT 115V MAY CAUSE PREMATURE FAILURE.





300-445-5438

MODEL:

CAP. LBS.:

TLK96A0024



Rotary Lift

DOVER

INDUS. RE. C. JAN

INFO

NOT REMOVED

ARRANT DEMERITS

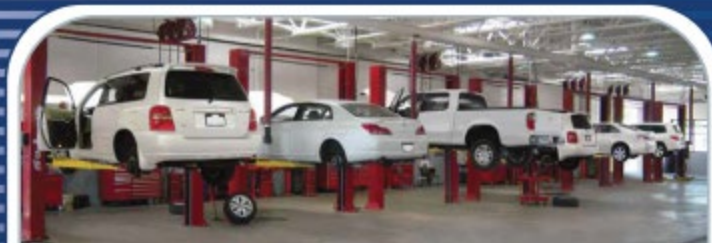
0100000

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# CL10V3



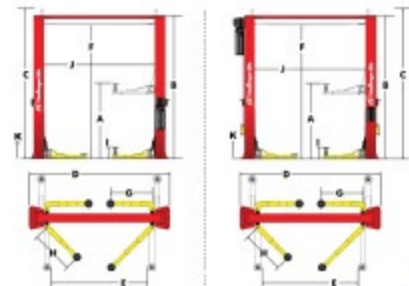
Model Number	CL10V3	CL10V3-DPC	CL10V3-QC	CL10V3-DPC-QC
Lifting Capacity*	10,000 lb. (4536kg)			
<b>A</b> Rise Height <sup>1</sup>	74 1/2" (1900mm)			
<b>B</b> Column Height	Standard 11' 8" (3556mm)   2' Ext. 13' 8" (4166mm)   3' Ext. 14' 8" (4470mm)			
<b>C</b> Cylinder Overall (Full Stroke)	11' 11" (3629mm)			
<b>D</b> Adjustable Width Overall	11' 6 1/2" / 11' 11" (3518mm / 3622mm)			
<b>E</b> Drive-Thru Clearance <sup>2</sup>	100" / 104 1/2" (2540mm / 2654mm)			
<b>F</b> Floor to Overhead Switch <sup>1</sup>	Standard 134 1/2" (3416mm)   2' Ext. 158 1/2" (4026mm)   3' Ext. 170 1/2" (4331mm)			
<b>G</b> Front Arm Reach (Min./Max.)	Min. 79 1/2" / Max. 42" (2019mm / 1067mm)			
<b>H</b> Rear Arm Reach (Min./Max.)	Min. 37 1/2" / Max. 60" (950mm / 1524mm)			
<b>I</b> Screw Rod Height <sup>2</sup>	Min. 37 1/2" - Max. 5 1/2" (950mm / 150mm)			
<b>J</b> Inside Column <sup>2</sup>	110" / 114 1/2" (2794mm / 2903mm)			
<b>K</b> Low Lash Height	12" (305mm) Min. Rise			
Motor	2HP	2-HP	3HP	3HP
Voltage	208-230v (Single Phase 50/60Hz)			
Speed of Rise	48 Sec.	48 Sec.	27 Sec. (approximate)	27 Sec. (approximate)
Max. Load Per Arm	2,500 lb. (1134kg)			
Ceiling Height Required	Standard 12' (3658mm)   2' Ext. 12' 9" (4191mm)   3' Ext. 14' 9" (4496mm)			

\*Lifting capacity ratings are based on load capacity of lift and vehicle. 1. Rise height is measured with vehicle on lift and fully extended. 2. Specific rise height will vary with height settings. 3. Specific dimensions based on column rise profile. For maximum reach with vehicle on lift, 12" clearance. 4. Optional cylinder do not allow overloads, please specify dimensions of order. 5. Optional frame engaging rollers (10214 or 10216) are 100/100 motor lifting with double frame connection. Standard rollers are 101 and 102. 6. Optional column available.

### Optional Accessories

**Part #10315**  
10315 Shock Absorber kit comes standard with CL10V3-DPC models (Optional accessory)

**Part #B1026-1A**  
Increase productivity with air supply and electric outlets on the lift column.  
 • Convenient power source for extension lights and other tools  
 • Air supply will always be at arms reach for facilities using impact wrenches



# CL Challenger Lifts



**Versymmetric®  
Plus**

**2 Lifts  
in One™**



**Model#: CL10V3**  
Versymmetric® Plus 2-Post Lift  
10,000 lb. capacity  
(shown with optional accessories)



**Model#: CL10V3-DPC**  
Versymmetric® Plus 2-Post Lift with  
Dual Pendant Controls  
10,000 lb. capacity  
(shown with optional accessories)



**Model#: CL10V3-QC**  
Versymmetric® Plus 2-Post Lift with  
Quick Cycle  
10,000 lb. capacity  
(shown with optional accessories)



**Model#: CL10-XP9**  
2-Post Lift with Drive-on Style Pad  
10,000 lb. capacity

## CL10series

Service more vehicles and make more money with the CL10series two post auto lifts. Its exclusive Versymmetric® Technology provides the versatility to safely lift vehicles symmetrically or asymmetrically within the same service bay.

With standard directSPOT™ arm design, three Versymmetric® productivity configurations - Max Plus Productivity and Maximum Productivity, drive-on style pads, Quick Cycle™, and adjustable height and width options, CL10series two post automotive lifts are the best choice for professional service facilities.

Other standard features include double telescoping screw pads, Heavy-Duty pulley and cable equalization system, elongated carriage, rubber door guards, adjustable arm restraint shafts, single point mechanical lock release and padded overhead shut off system.