

CONTRACT SPECIFICATIONS

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT

BID DOCUMENTS

3B ELECTRIC VEHICLE
CHARGE STATIONS

CONTRACT No. CICC 7360 PLAN

RPQ No. 18578-24-R

December 12, 2024



RPQ No. 18578-24-R

INSTRUCTIONS TO BIDDERS

1. Only Bidders that attend the mandatory scheduled pre-bid/site visit meeting are eligible to submit a bid for the solicitation.
2. **VENDOR REGISTRATION:** Due to the new Vendor Registration procedures of the Strategic Procurement Department (SPD), updated definitions along with the “Affirmation of Vendor Affidavits” has been added to the Bid Submittal Package.
3. Must be pre-qualified in the Miscellaneous Construction Contracts (MCC) program at the time of the award. Please contact the Small Business Development Certification Unit (SBD) at sbdcert@miamidade.gov or call 305-375-3111.
Please note, non-registered vendors can delay the award process.
4. Vendors seeking to do business with Miami-Dade County must register in INFORMS. Please click on this direct link <https://supplier.miamidade.gov> - Instructions on the following page.
5. The unit price column in the bid form must be filled out with a dollar amount per line item unless the unit of measure (UOM) stated is lump sum (LS). Failure to follow this instruction may cause your bid to be non-responsive.

MIAMI-DADE COUNTY VENDOR REGISTRATION

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE COUNTY

Please complete our easy to access online vendor registration at: <https://supplier.miamidade.gov>

1. Click **User Registration**
2. Click **Register Now**

PART 1:

Complete the following General Business Information:

1. Welcome
2. Identifying Information
3. Addresses (include a Bill to Address)
4. Contacts
5. Categorization
6. Submit

Once completed, an email will be sent to you with login information. Log in and complete Part 2 of the registration.

PART 2:

Requirements for PART 2 of the registration, complete Affidavits Tab and Additional Information Tab.

1. Click **My Bidder Profile**
2. Click **Affidavits Tab**
 - a. In the Affidavit 1 section, click the “owners” tab and enter all owners above 5% (if no owners above 5%, type “N/A”).
 - b. If another company owns this company, enter that information in the “Other Corps” field in the Affidavit 1 section.
 - c. Read and complete Affidavit 2-13
3. Click **Additional Information tab** (upload the below documents)
 - a. Local business tax receipt if company physical address is in Miami-Dade County
 - b. Certificate of Corporation
 - c. W-9 Form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - d. 147c IRS Form with your current business name and EIN number) OR any other preprinted IRS form issued by the IRS identifying your business name and EIN
 - e. Generate the Summary package, get it notarized, then re-upload to the system
4. Click **Submit**

If you have any questions or concerns, please contact the Vendor Outreach & Support Section at **(305) 375-5773**, or email ISD-VSS@miamidade.gov.

To obtain this information in an accessible format, please contact Heidi Johnson-Wright at 305-375-2013.



Daniella Levine Cava, Mayor

Office of Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160
miamidade.gov

June 25, 2024

ATTENTION CONSTRUCTION FIRMS ON COUNTY CONTRACTS AND LEASES FOR CONSTRUCTION ON COUNTY OWNED LAND...

On May 28, 2024, the Governor signed into law House Bill ("HB") 705. Prior to the adoption of HB 705, section 255.0992 of the Florida Statutes generally prohibited Miami-Dade County (the "County"), from requiring a contractor, subcontractor, or supplier to pay or provide a predetermined amount of wages or benefits to its employees or recruit or hire employees from a designated or restricted source in construction projects paid for with any state-appropriated funds. Additionally, under the same statute, the County could not apply small business measures or limit bidding among Small Business Enterprise-Construction ("SBE-Con") firms for construction projects paid for with any state funds. However, for contracts funded solely with County funds, prior to the adoption of HB 705, section 255.0992 did not limit the application of the County's SBE-Con program, responsible wages, or workforce requirements.

HB 705 revised the definition of the term "public works project" in Section 255.0992, Florida Statutes **to include activities paid for with local County funds, making the various prohibitions found in section 255.0992 applicable to County funded construction contracts.** Thus, in light of the passing of HB 705, effective July 1, 2024, the following prohibitions exist:

- The County's Responsible Wages & Benefits, Community Workforce, Residents First Training and Employment and Employ Miami-Dade Program requirements will not be applied to the County's capital construction projects, including design-build projects, **awarded after July 1, 2024.**
- The County's SBE-Con requirements cannot be applied on any capital construction projects, including design-build projects, **if initial bids or proposals are received on or after July 1, 2024.**

Small Business Enterprise, Responsible Wages and Benefits, Community Workforce Program, Residents First Training and Employment and Employ Miami-Dade Program requirements applied to construction contracts awarded prior to July 1, 2024 remain in effect and shall continue to be applied throughout the life of the project. As such, contractors and subcontractors must comply with all program requirements which include but are not limited to the following:

- Primes must enter into contracts with SBEs for scope and value listed on Utilization Plans and promptly pay requisitions within two days of receipt of payment from the County, or as provided in the Code, and meet established SBE contract goals or set-aside measures.
- Primes must report payments to SBEs in the Business Management Workforce System and SBEs must confirm payments reported by primes.
- Primes and subcontractors must continue to pay employees the Responsible Wages in effect at the time work is performed and submit certified payrolls by the 10th of each month in LCPtracker.
- Primes and subcontractors must continue to meet established workforce requirements.

Please contact the Office of Small Business Development at 305-375-3111 with any questions regarding compliance with your existing contracts.

c: Miami-Dade County Project Managers

MIAMI-DADE
COUNTY

BID DOCUMENTS - TABLE OF CONTENTS

PROJECT NAME: 3B ELECTRIC VEHICLE CHARGE STATIONS
RPQ NO: 18578-24-R

REQUEST FOR PRICE QUOTATION (RPQ)

FORMS FOR BIDDING (MUST ACCOMPANY BID)

- RPQ Bid Form - Appendix 5A
- Bid Form
- Surety Bid Bond (*required for all bids over \$200k*)
- All Addendum(s) (*must be signed by Contractor*)
- Bid Submittal Check List Questionnaire Appendix “D”
- Bidder's Statement of Qualifications And Business References (*References provided must show experience/qualifications for similar services requested in this solicitation*)
- Firm's Responsibility Combined Affidavit

CONTRACT FORMS (CONDITION OF AWARD)

- Performance and Payment Bond (*required for all bids over \$200k*)
- Certificate(s) of Insurance
- Non Collusion Affidavit
- Affirmation of Vendor Affidavit
- US Department of Homeland Security's E-Verify Affidavit
- Human Trafficking Affidavit

ADDITIONAL CONTRACT DOCUMENTS

- Special Provisions
- Insurance and Indemnification
- Standard Construction General Contract Conditions and Attachments A through E

SCOPE OF WORK

TECHNICAL SPECIFICATIONS

DRAWINGS

**Department of Solid Waste
Management**

**Dr. Martin Luther King Jr. Office
Plaza**

**2525 NW 62 Street, Suite 5100
Miami, FL 33147**



**MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)**

Contract No: MCC 7360 Plan

RPQ No: 18578-24-R

This RPQ is issued under the terms and conditions of the MCC 7360 Plan .

Date Issued: 11/21/2024

Bid Date Due: 1/27/2025

Time Due: 02:00 PM

Bid shall be Submitted Via: Sealed Envelope to:

Name: Department of Solid Waste Management

EMail: emilio.lopez@miamidade.gov

Address: 2525 NW 62nd ST, Miami, FL 33147

Fax: 305-514-6680

RPQ Added: 11/21/2024 **User Bidder Request:** 11/22/2024 **Bond Adm./OMB Approval:** 12/12/2024 **Bidders Added:** 12/12/2024

Project Number: 18578-24-R

Estimated Value: \$357,897.50

(excluding contingencies and dedicated allowances)

Project Name: 3B Electric Vehicle Charge Stations

Emergency: N

Project Location: 8000 SW 107th AVE, Miami, FL 33173

ESP: N

Department Contact: Carlos Primo

Phone No: 305-514-6626

Fax No: 305-514-6626

Project Manager: Carlos Primo

Phone No: (305) 375-4956

Fax No: 305-514-6626

Document Pickup: **Contact:** CARLOS PRIMO **Phone:** 305-514-6626 **Date:** 12/5/2024

Document Pickup: **Location:** WILL BE SENT VIA EMAIL

	Mandatory:	Date:	Time:	Location:
PreBid Meeting: <u>Y</u>	<u>Y</u>	<u>12/19/2024</u>	<u>10:00 AM</u>	<u>8000 SW 107th AVE, Miami, FL 33173</u>
Site Meeting: <u>Y</u>	<u>Y</u>	<u>12/19/2024</u>	<u>11:00 AM</u>	<u>8000 SW 107th AVE, Miami, FL 33173</u>

Type of Contract: Multiple Trade

Method of Award: Lowest Responsible Bidder

Performance/Payment Bond Required: Y

Bid Bond Required: Y

Insurance Required: Y

Addition Insurance Required: Y

Addition Insurance Amount: \$0.00

Federally Funded: N **GOB Funded:** N **Does the funding source allow UAP?** ☐ Yes ☒ No

CIIP Funded: N **Funded or reimbursed by LAP Agreements with FDOT:** N

Comm Dist: District 10 **Davis Bacon:** N **Maintenance Wages:** N **AIPP:** N \$0.00

Date Advertised: 12/12/2024

SBE-S Requirements: N 0.00%

SBE-G Requirements: N 0.00%

DBE Requirements: N 0.00%

DBE Subcontract Forms Required: N

Trade(s): Building Contractor (Primary) General Building Contractor (Primary) Electrical Contractor (Sub)
Structural (Sub) Paving (Sub) Excavating / Grading (Sub)

Anticipated Start Date: 3/3/2025

Calendar Days for Project Completion: 180

Liquidated Damages / \$\$ Per day: Y \$854.52

Method of Payment: Scheduled Monthly Payments

CAPITAL BUDGET PROJECT # - DESCRIPTION

MCC ESTIMATE

2000001376- COLLECTION FACILITY INFRASTRUCTURE IMPROVEMENTS - 3B
COLLECTION FACILITY

\$357,897.50

FUNDING SOURCE:

SOURCE

Waste Collection Operating Fund

PROJECT NUM

2000001376

SITE #

#3008906

MCC ESTIMATE

\$357,897.50

Awarded To:	SBE-Con. Exp Date:	Paid Amt: \$0.00	
Collusion Affidavit Received: <u>N</u>	Date Collusion Affidavit Received:		
Base Amt: <u>\$0.00</u>	Cont Amt: <u>\$0.00</u>	Ded Amt: <u>\$0.00</u>	Award Amt: <u>\$0.00</u>
Insurance:	SBD Reviewed:	Date Approved:	GL Ins Exp Dt:
P & P Bond:	Risk Approved:	Date Approved:	WC Ins Exp Dt:
			AL Ins Exp Dt:

Scope of Work: (Contractor must obtain and submit all permits prior to performing any work.)

INSTRUCTIONS TO ALL BIDDERS:

1. Only Bidders that attend the mandatory scheduled pre-bid/site visit meeting are eligible to submit a bid for the solicitation.
2. Please ensure all pertinent personnel including subcontractors are in attendance on the scheduled due date and time of the mandatory pre-bid/site visit meeting. A second scheduled date is not guaranteed.
3. **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" has been added to the Bid Submittal Package.
4. Must be pre-qualified in the Miscellaneous Construction Contracts (MCC) program at the time of the award. Please contact the Small Business Development Certification Unit (SBD) at sbdcert@miamidade.gov or call 305-375-3111.
5. Vendors seeking to do business with Miami-Dade County must register in INFORMS. Please click on this direct link <https://supplier.miamidade.gov> – Instructions on the following page.
6. The unit price column in the bid form must be filled out with a dollar amount per line item unless the unit of measure (UOM) stated is lump sum (LS). Failure to follow this instruction may cause your bid to be non-responsive.

SCOPE OF WORK

The scope of work for this project consists of labor, equipment, and materials to furnish and install five (5) Dual Port Electric Vehicle Chargers as per specifications and plans.

The scope of work also known as the "Project" is presented by Miami Dade County on behalf of the Department of Solid Waste (DSWM) which is hereby requesting the services of a General Contractor (GC) licensed in the State of Florida, to provide labor, equipment, and materials to purchase, furnish and install five (5) Dual Port Electric Chargers at SITE 3B located at 8000 SW 107 Avenue, Miami, FL 33173. The Project is a precursor to future incoming deliveries of new electric vehicles, as per the construction documents and specifications developed by GreenDade. The Project duration shall be 180 days from the date of the Notice to Proceed.

PERMITS AND GENERAL CONTRACTOR REQUIREMENTS

GC shall pay all required permit fees, and obtain all construction permits as required by State, County, and Local agencies having jurisdiction over the project before a Notice to Proceed will be issued.

Awarded Contractor must be a registered GC, and either be an Electrical Contractor or have an Electrical Contractor as a Subcontractor for the Project.

PLANS

Plans were submitted to the Miami Dade County Plans and Inspection Center, and are presently in "Permit Ready" status, for the Awarded Contractor's follow up.

WORK HOURS

The 3B Site operates continuously five days a week. To effectuate this work, a portion of the existing surface parking lot shall be closed for the partial and/or full duration of the Project. Work should be scheduled between the hours of 7:00 AM to 6:00 PM, Monday through Friday. In the event the Contractor wishes to work outside these hours, weekends or holidays, a timely request 48 hours prior to starting, should be made for the Project Manager's consideration and approval.

ELECTRIC VEHICLE CHARGERS

The electric vehicle chargers shall be the same make and model as listed in the bid documents. No substitute / equivalent electric chargers will be accepted.

Contractor shall request and schedule the Manufacturer of the Charge Stations to physically visit the site and "Commission" the installation.

After the successful installation and commissioning of the chargers in accordance with the construction documents, plans/drawing, specifications and consistent with manufacturer specifications, the County will be responsible for any and all activation fees and network planning.

FLORIDA POWER & LIGHT (FPL) COORDINATION

A preliminary coordination took place with FPL to ensure there was capacity within the exiting service transformer to provide the new power service and loads. However, any necessary coordination required for the completion of the Project's scope of work is the responsibility of the Contractor. Any communication and / or requirements that may involve FPL's involvement, are the responsibility of the Contractor, and deemed as part of the Project's means and methods. During the initial Pre-Construction meeting, DSWM will assist by providing an "FPL Point of Contact" and establishing meetings.

If any efforts or involvement is required from FPL, Contractor is to issue a "non-compensable request for Time Extension", which will be reviewed for approval by the Engineer of Record (EOR) and the County.

TREE PROTECTION

Please note that some conduit segments are to be installed via Hydraulic Diagonal Drilling (HDD), also known as boring, to avoid impacting existing trees. Nonetheless, when working and trenching under existing tree canopies where existing roots are present, the Contractor shall follow details from plans. Refer to sheet C-105 on plans for tree protection and root pruning details. The Contractor must contact DERM and any and all agencies and departments having jurisdiction over the Project's foliage before Project commencement, and meet the requirements as set forth in the plans. The Contractor is responsible for "due diligence" and fact finding of all underground utilities in affected areas, using ground penetrating radar or other, prior to soft or extensive excavation of any part of the site.

SHOP DRAWINGS

Shop Drawing submittal are to be numerically sequenced, and to directly address the Project's Critical Path, as to identify all related to "long lead items". Format of submittals will be discussed at length with the EOR, during the Pre-Construction meeting.

INSPECTIONS

Contractor is responsible for all inspections necessary and required by all State, County, and Local agencies, and departments having jurisdiction over the Project. Contractor is also responsible for providing a "Commissioning Statement" from the Manufacturer, that the installation and Charge Stations are compliant with the Manufacture specifications, and as such would require periodic / final inspection(s).

After completion of the Project, any deviation from the bid documents to include specifications, are to be visibly and clearly marked (in red) directly on the permitted plans and specifications and submitted to the EOR and the Owner as, "As-Builds".

ADDITIONAL INFORMATION

1. TAX EXEMPT

Each Bidder shall account for their sales tax cost as part of the overall cost in the respective line items.

2. PULL BOXES - TECHNICAL

The requirements provided follow MDC DTPW and FDOT standards for underground conductors including the allowable spaces for wiring bends in compliance with NEC. The depth dimension of pull boxes shown on plans indicates the minimum required to comply with NEC to the contractor's convenience a larger depth is allowed (refer to pull box detail on sheet E-502).

Plans were conceived allowing the Contractor to adjust (i.e.: the exact location and arrangement of pull boxes) as needed during construction indicating the necessary restrictions. However, please note that any deviation from plans need to be in compliance with NEC and is to the Contractor responsibilities.

PLEASE REFER TO BID DOCUMENTS FOR MORE DETAILS

Design Drawings Included: N

Project Qualifier: HUMBERTO
CONTRERAS

Shop Drawings Included: Y

Phone No: 3055146673

Specifications Included: Y

Email: hcontr@miamidade.gov

Comments:

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

All Projects, where the prices received are in excess of \$200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

1. Submit Request for Information (RFI's) to carlos.primo@miamidade.gov, emilio.lopez@miamidade.gov, gibsy.nunezdavila@miamidade.gov, and copy clerkbcc@miamidade.gov
DEADLINE FOR RECEIPT OF RFI QUESTIONS: Close of Business, 1/10/2025.

2. This Request for Price Quotation (RPQ) is for a Miscellaneous Construction Contract.

3. In the event the lowest responsible and responsive bid amount exceeds the project's cost estimate, Miami Dade County may hold a meeting to request further cost reductions in an effort to align the bid amount with the project's cost estimate. However, Miami Dade County will not engage in any type of negotiations or modifications of the original scope, terms or conditions other than the price reduction.

4. All terms and conditions of the MCC Program are part of this contract and will be enforced.

5 Refer to Article 2.14 below of the MCC Program to further clarify the license requirements: 2.14 LICENSE
QUALIFICATIONS OF CONTACTORS:

A. All Contractors must hold a current valid State of Florida Certified General Contractor License, as required by the Florida Building Code, for the types of Work covered by the Contract at the time of RPQ submission and maintain same throughout the duration of the project. The certificate(s) is to be issued by:
The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statute and registered with the Miami-Dade County, Building Department or,
The Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or Section 489.117 of the Florida Statutes.

B. Proof of such Certificate(s) must be submitted at the time of initial response and maintained current throughout the contract period. The County may request proof of continued certification at any time during the contract period. Failure to provide such proof within five (5) working days from notification by the County shall result in the removal from the contract and the rejection of any current or future RPQ bid submissions.

C. Subsequent to the commencement of the Contract, the County may require specific qualifications based on a Project's scope of work. Such requirements will be included within the RPQ.

6. PRIME CONTRACTOR MUST BE ABLE TO PULL MASTER PERMIT.

7. Retainage may/may not be held with each payment.



RPQ BID FORM-APPENDIX 5A

Project Name: 3B ELECTRIC VEHICLE CHARGE STATIONS

RPQ No.: 18578-24-R

GRAND TOTAL BID AMOUNT: \$ _____

(Total cost to Perform the work must be stated here. State 'No Bid' if not submitting a bid price)

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

Print/Type

Bidder's Name: _____

Bidder's Authorized Representative's Name: _____

Company Address: _____

Signature: _____ **Date:** _____

Note: Quotes must be submitted on this form. All submittal envelopes 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. The 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*.

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

Appendix 5A

3B ELECTRIC VEHICLE CHARGE STATION
RPQ No.: 18578-24-R

BID FORM

TO BE COMPLETED BY BIDDER AT BID SUBMISSION (A UNIT PRICE MUST BE ENTERED PER LINE UNLESS THE UNIT OF MEASURE (UOM) REQUESTED IS LUMP SUM (LS))

	DESCRIPTION	UOM	EST. QTY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION / DEMOBILIZATION (not to exceed 5% of base)	LS	1	\$	\$
2	CONDUIT, F&I, OPEN TRENCH	LF	342	\$	\$
3	CONDUIT, F&I, DIRECTIONAL BORE	LF	210	\$	\$
4	PULL & SPLICE BOX, F&I, 13X24"	EA	10	\$	\$
5	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	LS	1	\$	\$
6	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	530	\$	\$
7	POWER UNIT – RACK MOUNT ASSEMBLY	EA	1	\$	\$
8	MANUEL TRANSFER SWITCH (SERVICE RATED W/ PORTABLE GENERATOR CONNECTION)	LS	1	\$	\$
9	ELECTRICAL POWER SERVICE – FPL CONNECTION FEE	LS	1	\$	\$
10	ELECTRIC VEHICLE CHARGERS	EA	5	\$	\$
11	LIGHTING CONDUCTORS, F&I, INSUL, NO. 8-6	LF	4450	\$	\$
12	LIGHTING CONDUCTORS, F&I, INSUL, NO. 4-2	LF	9675	\$	\$
13	LOAD CENTER/PANELBOARD, F&I, SECONDARY VOLTAGE	EA	1	\$	\$
14	MAINTENANCE OF TRAFFIC OPERATION	LS	1	\$	\$
15	EROSION AND SEDIMENT CONTROL	LS	1	\$	\$
16	CLEARING AND GRUBBING	LS	1	\$	\$
17	½" ASPHALT CONCRETE FC 9.5 (5,550 SQFT MIN.)	TN	34	\$	\$
18	BOLLARDS 6' W/ POLYETHELYNE SLEEVE COVER	EA	9	\$	\$
19	SINGLE POST SIGN	EA	10	\$	\$
20	EV CHARGER PAINTMARKS	EA	10	\$	\$
21	THERMOPLASTIC STANDARD 6"	LF	340	\$	\$
22	CONCRETE WHEEL STOPS	EA	10	\$	\$
23	CLEANING AND SEALING JOINTS	LF	1000	\$	\$
TOTAL BASE BID					\$

DESCRIPTION	TOTAL
ALLOWANCE ACCOUNT FOR UNFORESSEEN CHANGES, 10 % OF BASE BID	\$

(A *Contingency Allowance* has been established for the purpose of funding portions of the work which are unforeseeable at the time of contract award. It is understood that any unspent amount of the allowance account is to remain with the County.)

DESCRIPTION	TOTAL
DEDICATED ALLOWANCE	\$ 17,894.87

(A *Dedicated Allowance Account* has been established for the exclusive use of the Department of Solid Waste Management for the purpose of funding permit related costs. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.)

GRAND TOTAL BID AMOUNT:

\$

GRAND TOTAL BID AMOUNT SHALL BE INCLUSIVE OF BASE BID TOTAL PLUS 10% CONTINGENCY ALLOWANCE FOR UNFORESEEN CHANGES, AND ANY DEDICATED ALLOWANCE.

GRAND TOTAL BID AMOUNT for THE SUM OF:

(PRINT DOLLAR AMOUNT) **Dollars and/** _____ **Cents.**

**** YOU ARE REQUIRED TO TRANSFER THE GRAND TOTAL BID AMOUNT TO FORM
APPENDIX 5A. ****

THE BIDDER UNDERSTANDS AND AGREES THAT THE ABOVE GRAND TOTAL BID AMOUNT IS INCLUSIVE OF ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

Please List: _____

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public. **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 such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: _____ **Date:** _____

Print/Type Name: _____ **Print/Type Title:** _____

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this solicitation. If awarded a purchases order or contract as a result of this solicitation, the Bidder further agrees that all work shall be performed as specified in the Contract Documents, and that prices quoted shall remain fixed and firm for the term of the contract.

Print/Type

Bidder's Name: _____ **F.E.I.N. No.:** _____

Address: _____ **City:** _____ **State:** _____

Bidder's Authorized Representative's Signature: _____ **Date:** _____

Name: _____ **Print/Type Title:** _____

Email: _____ **Phone:** _____

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

SURETY BID BOND

By this Bond, we _____, as Principal, whose principal business address is _____, as respondent to the contract offering due _____, 20

,
For Miami-Dade County construction of Department of Solid Waste Management's 3B Electric Vehicle Charge Stations Contract No. MCC 7360, RPQ No. 18578-24-R, (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____

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

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible contractor, is the lowest such responsive and responsible bid and is found to be in the best interest of the County shall be recommended for award by the County Manager; and
2. This Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Contractor; and
3. Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four (4) counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Contract Document and if applicable, Performance and Payment Bonds within ten (10) calendar days from the date of notice to him that the Contract document is ready for execution. The required Insurance Certificates and Policies, as stated in the General Covenants and Conditions, shall also be delivered within this ten (10) day period.

The Respondent further agrees that, in the event he withdraws his bid, after proper notification of intent to Contract from the County, within ninety (90) days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade-County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade-County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade-County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

SURETY BID BOND (Cont'd)

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

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 __.

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

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

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)



MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT

Project Name: 3B ELECTRIC VEHICLE CHARGE STATIONS

RPQ No.: 18578-24-R

Confirmation of Addendums

To: Miami-Dade County
Board of County Commissioners
Miami, Florida

Bid Opening Date: _____

Bid Opening Time: _____
(Local Time)

Gentlemen:

We _____ (Bidder's Name) have received, have examined and are familiar with the Contract Documents bearing the referenced project name, the forms for the Submittal of Bids and

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

(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), 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.

QUESTIONNAIRE

Appendix D



IN ORDER TO PROVIDE INFORMATION NECESSARY IN DETERMINING THE QUALIFICATIONS OF THE PROPOSER, PLEASE PROVIDE THE INFORMATION LISTED BELOW

#	QUESTION	ANSWER
1	Have you carefully read the Instruction to Prospective Contractors?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Have you carefully reviewed the entire Contract Documents as identified within the Instruction to Prospective Contractors?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	If identified in the Contract Documents, have you carefully inspected the site of the work?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
4	Have you requested, in writing, of the contact person identified in the Advertisement, any clarifications necessary to submit a responsive proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Have you received a written response of clarification?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
5	Are you licensed and certified to perform the work for which you are submitting this proposal? License No.: _____ Competency No.: _____ FEIN No.: _____ Qualifier's Name: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Are you registered with Miami-Dade County Strategic Procurement Department (SPD)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Are you registered in the Miscellaneous Construction Contracts (MCC) Program managed by Small Business Development (SBD)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Have you made any changes or written any codicils to the Contract Proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	How many previous Contracts with Miami-Dade County in the past five (5) years?	_____
10	Total dollar value of Contracts with Miami-Dade County in the past five (5) years?	_____
11	How many years has your Company been in business with the same Principals?	_____
12	Applicable Federal Requirement Certifications	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT LIST OF BUSINESS REFERENCES

This list of references is an integral part of the Contractor's Bid and must be completed. All references, information and certifications shall be current and traceable.

NAME OF BIDDER _____

List all the projects which your organization has completed, during at least the last five years, and which demonstrate qualifications to perform the work of this Contract.

				CONTRACT INFORMATION OF OWNER / CLIENT AND ENGINEER OR ARCHITECT	
COMPLETION DATE	CONTRACT PRICE	TYPE OF CONSTRUCTION	LOCATION OF WORK	EMAIL ADDRESS / PHONE NUMBER	PHYSICAL ADDRESS / PHONE NUMBER

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

Combined Affidavit Initial

EMPLOYMENT DISCLOSURE

5. The following information and attachments are provided and are in compliance with all items in County Ordinance No. 90-133, amending Section 2.8-1; Subsection (d) (2):

a. Does your firm have a collective bargaining agreement with its employees?
☐ Yes ☐ No

b. Does your firm provide paid health care benefits for its employees?
☐ Yes ☐ No

c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____	Males:	_____	Females:	_____
Asian:	_____	Males:	_____	Females:	_____
Black:	_____	Males:	_____	Females:	_____
American					
Indian:	_____	Males:	_____	Females:	_____
Hispanics:	_____	Males:	_____	Females:	_____
Aleut					
(Eskimo):	_____	Males:	_____	Females:	_____
_____:	_____	Males:	_____	Females:	_____

EMPLOYMENT DRUG FREE WORKPLACE

6. The Respondent provides a drug-free workplace in full compliance with Section 2-8.1.2 of the Code of Miami-Dade County.

EMPLOYMENT FAMILY LEAVE

7. That in compliance with Ordinance No. 91-142 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

Combined Affidavit Initial

ARREARS WITH THE COUNTY

8. That in compliance with Ordinance No. 95-178 and Section 2-8.1(c) of the Code of Miami-Dade County, the Proposer has paid all delinquent and currently due fees or taxes, including but not limited to real estate and personal property taxes, registered in the name of Proposer and which are collected in the normal course by the Miami-Dade County Tax Collector, and that County issued parking tickets for vehicles registered in the name of the above proposer, and which are collected in the normal course by the Miami-Dade Clerk of the Circuit and County Courts, have been paid.

That in compliance with Ordinance No. 99-162 and Section 2-8.1 of the Code of Miami-Dade County, the Proposer is not in arrears in any payment under contract, promissory note or other loan document with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code of Miami-Dade County.

CODE OF BUSINESS ETHICS

9. I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38 (h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

NO CRIMINAL RECORD

10. The Respondent has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years as defined in Section 2-8.6 of the Code of Miami-Dade County.

PUBLIC ENTITY CRIME

11. The respondent has not been convicted of a Public Entity crime as defined in Paragraph 287.133(1)(g) of the Florida Statutes. Violation of any State or Federal law with respect to the transaction of business with any public entity or with an agency or political subdivision of any State.

Combined Affidavit Initial

DEBARMENT AND SUSPENSION DISCLOSURE

- 12 . The Respondent, and its officers, principals, stockholders, subcontractors or its affiliates are not debarred or suspended from contracting with Miami-Dade County as regulated by Section 10-38 of the Miami Dade County Code.

NON -DISCRIMINATION BASED ON DISABILITY

- 13 . The Respondent is in compliance with and agrees to continue to comply with and assure any subcontractor, or third party contractor under this project complies with all applicable laws forbidding discrimination based on disability including, but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications. Access to facility, renovations and new construction as set forth in the Americans with Disabilities Act of 1990 (ADA), the Rehabilitation Act of 1973, the Federal Transit Act and the Fair Housing Act.

FAIR SUBCONTRACTING

- 14 . Consistent with Section 2-8.8 of the Code of Miami-Dade County, the Respondent has adopted subcontracting policies and procedures which (a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract; (b) invites local subcontractors to submit bids in a practical, expedient way; (c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid; (d) allows local subcontractors to meet with appropriate personnel of the Respondent to discuss the Respondent's requirements and (e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Respondent's stated objectives.

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature:_____

Position/Title:_____

Name of Firm:_____

The foregoing was sworn and subscribed before me this____day of _____, _____by_____who is personally known to me or who has produced_____as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires:

NOTARY PUBLIC
STATE OF FLORIDA

Combined Affidavit Initial

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20 ____, between Principal and Miami-Dade County for the construction of the Department of Solid Waste Management's 3B Electric Vehicle Charge Stations No. MCC 7360, RPQ No. 18578-24 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____
As Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

SURETY PERFORMANCE BOND (Cont'd)

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

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

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

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)



NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

Solicitation No.: _____ Solicitation Title: _____

By: _____
Signature of Affiant

Date: _____ 20 ____

Printed Name of Affiant and Title

____/____/____ - ____/____/____/____/____
Federal Employer Identification Number

Printed Name of Bidder/Proposer

Address of Bidder/Proposer



NON-COLLUSION AFFIDAVIT

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

Exhibit A

Below listed are all other parties (legal entity) bidding/proposing in referenced competitive solicitation

Solicitation No.

Solicitation Title:

Per section A of the Non-Collusion Affidavit, respondents shall be listed below after bid opening and provided during the clarification period to the recommended awarded bidder for final initials.

1.

2.

3.

TO BE INITIALED AND DATED BY AWARDED BIDDER

4.

5.

6.

7.

8.

9.

10.

Bidder Initials _____

Date _____

Miami-Dade County

E-Verify Affidavit

Executive Order 11-02 requires all Florida State agencies under the direction of the Governor to use E-Verify to confirm the employment eligibility of all current and prospective employees (including subcontractors) assigned to perform work pursuant to a state agency contract. Executive Order 11-116 clarifies that the requirement for state contractors to use E-Verify applies to "all contracts for the provision of goods and services to the state in excess of nominal value."

In accordance with the State requirement, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to insure compliance with E-verify requirements at all times.

To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you have complied with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

_____ 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



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

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

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

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

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

SPECIAL PROVISIONS

1.0 SCOPE OF WORK:

The Contractor is responsible to verify all quantities to perform this work. The quantities provided are an approximation only.

2.0 ALLOWANCE ACCOUNTS:

- A. *Contingency Allowance*** - A Contingency Allowance Account has been established for the exclusive use of the Department of Solid Waste Management as a reserve account to cover unforeseeable and unavoidable costs associated with the Work. This Contingency Allowance account shall be calculated at ten percent (10%) of the base bid total for the Work. It is understood that any unspent portion of the contingency allowance account is to remain with the COUNTY.
- B. *Dedicated Allowance*** (if applicable) - A Dedicated Allowance Account has been established for the exclusive use of the Department of Solid Waste Management as a reserve account for the purpose of permit related costs. The Dedicated Allowance shall be in the amount of \$17,894.87. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.
No Authorization to Proceed on a change shall be issued against this Allowance Account if the aggregate of the change exceeds the authorized amount of this Allowance Account.

3.0 INSURANCE REQUIREMENTS:

Refer to the attached Indemnification and Insurance.

4.0 CONTRACTOR USE OF PREMISES:

- 4.1 The Contractor's use of the premises is limited to the limits of construction. The Contractor will coordinate all work with the Project Manager and perform work in a manner which allows continuous use of adjoining facilities by DSWM. The Contractor shall maintain safe access to all project areas at all times.
- 4.2 The Contractor shall remain flexible with respect to his work schedule and if the Contractor is delayed due to the non-availability of the project site, his sole remedy for delay shall be limited to a contract time extension only, with no consideration for additional compensation for lost productivity. This remedy for delay (time extension only, no additional compensation) shall also apply to inclement weather conditions.
- 4.3 The Contractor and his subcontractors shall obtain all necessary Permits and provide copies to the Project Manager prior to commencement of work. At the

completion of the project, the Contractor shall provide to the Project Manager as-built drawings, all equipment owner's manuals and related documentation provided by the Manufacturers and a copy of the permit(s) with all required inspections signed off.

- 4.4 The Contractor shall clean the area after each workday. In addition, the contractor shall clean the area, remove materials and equipment that would create a potential hazard to pedestrians and DSWM operations personnel.

5.0 EQUIPMENT:

The contractor will provide equipment of sufficient size and capacity to meet project needs.

6.0 INSPECTIONS/MATERIAL TESTING:

- A. **Inspections:** Daily inspections may be performed by the DSWM Representative at their sole discretion. Inspections by the DSWM Representative shall not relieve the Contractor of his duties and obligations related to performance and/or quality of the Work.

The Contractor shall coordinate with the DSWM Representative the inspection of all pertinent work activities that may be deemed crucial to the completion of the Project. The pertinent work activities shall be defined by the DSWM Representative prior to installation. The Contractor will be responsible to schedule a meeting with the DSWM Representative to identify the pertinent work activities. Refer to technical specifications/notes provided in the project drawings. Installation Procedures recommended by manufacturer shall be submitted by the Contractor to the DSWM Representative. Contractor to comply with Technical Specifications/Notes provided on the Contract Drawings.

- B. **Materials:** As specified in the Scope of Work and Project Schedule of Values.

7.0 MEASUREMENT AND PAYMENT:

The Schedule of Values includes all costs required for the complete construction of the specified unit of work including cost of material, delivery; installation, testing, and labor including social security, insurance, and other required fringe benefits, workmen's compensation insurance, bond premiums, cost of the Inspector General random audits, rental of equipment and machinery, taxes, incidental expenses and supervision.

The Contractor shall be compensated based on percentage of work completed if a lump sum contract or by unit price quantities as agreed upon by the DSWM Representative. The Schedule of Values will be used for payment and negotiation of additions/deletions to scope. DSWM reserves the right to modify/adjust any of the unit item quantities at the same unit rate as specified on the Schedule of Values with no additional adjustment (compensation) for the reduction of work scope.

The Contractor shall comply with Resolution No. R-138-10, which mandates that SBE firms work be identified in the Schedule of Values, if applicable. In accordance with Resolution R-138-10, the Contractor is required as a condition subsequent to award and prior to the issuance of notice to proceed, that the scope of work to be performed by any SBE utilized to satisfy any SBE goal in the contract be separately identified in such schedule of values. Payment requisitions for the scope of work of such SBE shall be accomplished by statements of completion of the work of the SBE and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the SBE for the previous construction draw.

8.0 TIME OF WORK:

Refer to Request for Price Quotation/Technical Specification and related technical documents.

9.0 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting will be scheduled prior to the NTP date. The DSWM Representative may require the Contractor to submit at the time of the Pre-Construction meeting a Project Schedule, Detailed Schedule of Values, Maintenance of Traffic (MOT) Plan, Shop Drawing Submittal Log, Emergency Contact List, and List of Subcontractors.

10.0 CONSTRUCTION COORDINATION MEETINGS:

The Contractor shall attend Construction Coordination meetings at the site, if quired by the DSWM Representative. The DSWM Representative will advise the Contractor of the frequency of the meetings. The meetings shall be attended by the Contractors representative and the DSWM Representative at a time and location to be determined by the DSWM Representative.

11.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:

TIME IS OF THE ESSENCE. The work to be performed under this Contract shall commence on the effective date of the Notice-to-Proceed and be completed and released to MDC upon completion of all punch list items within the time specified.

Completion of All Work: The Contractor shall complete all work included in the Contract Documents, including punch list, no later than **180** calendar days after NTP.

12.0 LIQUIDATED DAMAGES:

TIME IS OF THE ESSENCE and completing the work within the specified time is of the utmost importance to MDC. The following liquidated damages rate(s) have been determined based on the best information available at the time of bidding and represent a good faith effort by MDC to quantify the damages that MDC will incur if the contract duration is not achieved. Therefore, for failure to complete the work within the number

of days stipulated in the RPQ, the Contractor and his/her sureties will be assessed Liquidated Damages as follows:

Final Completion

Liquidated Damages shall be assessed in the amount of \$854.52, per day for each day of delay, not as a penalty, but as Liquidated Damages for each day or fraction thereof of delay until the Final Completion Date is met, which will be paid to Miami-Dade County by the Contractor.

13.0 COLLUSION AFFIDAVIT:

In accordance with Sections 2-8.1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance No. 08-113, bidders/proposers on County contracts are requested to submit the Collusion Affidavit within five (5) days from notification of intent to award.

Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid/proposal bond.

NTP shall not be issued and no work shall commence until a fully executed Collusion Affidavit is submitted and approved by DSWM.

14.0 SUBCONTRACTOR / SUPPLIER LISTING (WHEN APPLICABLE):

Pursuant to Section 2-8.1 and 10.34 of the Miami-Dade County Code, for contracts valued at \$100,000 or more when subcontractor(s) and/or supplier(s) are utilized, the Prime contractor/vendor/consultant shall report to Miami-Dade County the race, gender, and ethnic origin of all such first tier subcontractor(s) and supplier(s). The paper-based Subcontractor/Supplier Listing that was previously submitted at time of bid submission is no longer being used. The Prime contractor/vendor/consultant shall be required to identify its first tier subcontractor(s)/supplier(s) and provide demographic information for both their firm and each subcontractor/supplier on the contract as soon as reasonably available and in any event prior to final payment under the contract via Miami-Dade County's online Business Management Workforce System (BMWS).

15.0 E-VERIFY:

Obligations of State Funded Contracts

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors 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 contract term, and an express requirement that contractors include

in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employee hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, Miami-Dade County required all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov-e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Form for inspection.

16.0 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY (HB 1309):

HB 1309 re: governmental accountability has been signed into law by the Governor and was effective July 1. It generally applies only to state agencies, but there is one provision of HB 1309 that also applies to counties. This provision requires public agency contracts for services performed on behalf of the public agency to contain contract provisions clarifying the public record responsibilities of the contractor.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

17.0 DISCLOSURE OF ALLEGED DISCRIMINATION LAWSUITS:

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.

18.0 PRE-BID MEETING:

Pre-Bid Meeting will be held as indicated in the Request for Price Quotation (RPQ). Please refer to the RPQ for instructions and additional information.

19.0 METHOD OF AWARD:

Award shall be made to the lowest responsive and responsible bidder. DSWM reserves the right to negotiate additional or deductive services related to this project with the low bidder. DSWM reserves the right to reject all bids if deemed in the best interest of Miami-Dade County.

20.0 PERFORMANCE & PAYMENT BOND:

The Contractor shall provide a Surety Performance and Payment Bond for 100% of the contract amount. NTP shall not be issued and no work shall commence until a fully executed performance bond and required insurance are submitted and approved by Miami-Dade County's Risk Management Division. Failure to provide a Performance & Payment Bond within the time required inclusive of any time extensions granted by DSWM may be considered withdrawal of the bid and forfeiture of the Bid Bond. The Contractor will be reimbursed for the direct (actual) Surety Performance and Payment costs upon presentation of an invoice and paid receipt/cancelled check.

21.0 SCRUTINIZED COMPANIES:

By executing this proposal through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. 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 execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the bidder shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The 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, or is subsequently during the term of the contract, placed on the Scrutinized Companies for Activities in

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

22.0 USER ACCESS PROGRAM:

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory (**when applicable**).

23.0 CONTRACTOR DUE DILIGENCE AFFIDAVIT:

The attention of the Contractor is hereby directed to the requirements of Resolution R63-14 in that the award of this contract is conditioned on the Contractor providing the County, when required, with a "CONTRACTOR DUE DILIGENCE AFFIDAVIT".

24.0 CONE OF SILENCE:

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Administrative Order No. 3-27 – Cone of Silence.

25.0 BID PROTEST:

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Implementing Order No. 3-21 – Bid Protest and Resolution R-1080-19 which updated the Bid Protest filing fees for contracts set-aside for bidding solely by certified Small Business Enterprises, and other relevant sections.

26.0 PROMPT PAYMENT:

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Administrative Order No. 3-19 – Prompt Payment.

27.0 ASSIGNABILITY/ASSIGNMENT:

ASSIGNABILITY - Department of Solid Waste Management (DSWM) may assign its rights and obligations under the Contract to any successor to the rights and functions of DTW or to any governmental agency to the extent required by applicable laws or

governmental regulations or to the extent that DSWM deems necessary or advisable under the circumstances.

ASSIGNMENT - The Contractor shall not assign, transfer, or otherwise dispose of this Contract, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to DSWM. DSWM's consent for any assignment will not be unreasonably withheld.

28.0 SECTION 20.055 (5):

The contractor/consultant/vendor agrees to comply with s.20.055 (5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055 (5), Florida Statutes.

Section 20.055 (5): It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

29.0 RESOLUTION NO. 1181-18 / DIRECTIVE NO. 182536

The Contractor is directed to the attached report regarding consideration of Contractor Safety Information as a Part of the Contractor Responsibility Review for Contract Award – Directive No. 182536 and the requirements of Resolution No. 1181-18, applicable to this Project.

30.0 BUY AMERICAN IRON AND STEEL PRODUCTS PROCUREMENT PROGRAM

Pursuant to Section 2-8.2.6.1 of the County Code, this section shall be known as the "Buy American Iron and Steel Products Procurement Program" and is intended to set forth requirements to use iron and steel products produced in the United States for construction contracts that are subject to approval or ratification by the Board of County Commissioners.

31.0 CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM (When Applicable)

Pursuant to Section 2-8.2.6.2 of the County Code, this section shall be known as the "Cybersecurity and Information Technology Procurement and Protection Program" and is intended to set forth requirements to purchase cybersecurity products produced in the United States for contracts that are subject to approval or ratification by the Board of County Commissioners and to provide heightened review of vendors with access to County cybersecurity systems.

32.0 AMERICANS WITH DISABILITY ACT (ADA)

Pursuant to Administrative Order No. 10-10, it is the policy of Miami-Dade County to ensure that all Miami-Dade County departments adhere to the Americans with Disabilities Act (ADA). The ADA is a federal law that prohibits public entities from discriminating on the basis of disability by providing comprehensive civil rights protections to individuals with disabilities in the areas of employment, state and local government services, telecommunications, and public accommodations. This Administrative Order establishes the duties and responsibilities of Miami-Dade County departments, and their respective ADA Coordinators and designated staff, to ensure compliance and improve equity and engagement with the disability community.

33.0 KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes (“F.S.”), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

****Bidders may request a copy of any ordinance, resolution and/or administrative order cited in this bid solicitation, by contacting the Clerk of the Board at 305-375-5126.**



INDEMNIFICATION AND INSURANCE

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.

The Contractor shall furnish to Department of Solid Waste Management, 2525 NW 62nd ST, Miami, FL 33147, 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.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products & Completed Operations. **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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bid Form: The form on which Bids are submitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant: See Architect/Engineer.

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

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

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

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

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

County: See Owner.

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

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

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

Days: Unless otherwise designated, days mean calendar days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indirect Costs: Overhead.

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

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

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

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

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

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

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

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

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

https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances

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

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

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

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

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

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

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

Project: See definition for Work.

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

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

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

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

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

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

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

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

Small Business Enterprise – Architect/Engineer (SBE -A&E) Program: Architect/Engineering firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – Construction (SBE -CON) Program: Construction firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – GOODS (SBE -GOODS) Program: Goods, Manufactures, and Wholesalers firms that are certified with Miami-Dade County Small Business Enterprise program

Small Business Enterprise – SERVICES (SBE -SERVIES) Program: Services firms that are certified with Miami-Dade County Small Business Enterprise program

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

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

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

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

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

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

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

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

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

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

END OF ARTICLE

2. INTERPRETATION

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

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

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

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

END OF ARTICLE

3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE

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

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

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

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

END OF ARTICLE

4. OWNER

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

END OF ARTICLE

5. CONTRACTOR

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

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

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

END OF ARTICLE

6. SUBCONTRACTORS

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

E. Work Performed by Equipment-Rental Agreement:

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

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

G. Approval of Subcontractor:

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

END OF ARTICLE

7. PROSECUTION OF THE WORK

A. Workmanship and Unauthorized Work

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

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

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

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

B. Material

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

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

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

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

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

C. Methods of Sampling and Testing

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

D. Meetings

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

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

E. Permits and Compliance with Laws

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

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

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

F. Coordination and Access

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

G. Rights in Land and Improvements

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

H. Interference With Existing Utilities

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

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

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

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

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

J. Damage to the Work and Responsibility for Materials

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

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

K. Emergencies

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

L. Accident Prevention

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

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

M. Warranty of Work

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

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

END OF ARTICLE

8. CONTRACT TIME

A. Notice to Proceed

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

B. Schedules

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

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

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

C. Extensions of Time and Classification of Types of Delays

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

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

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

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

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

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

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

D. Substantial Completion, Final Completion and Final Acceptance

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

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

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

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

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

E. Use and Possession

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

F. Liquidated Damages and Liquidated Indirect Costs

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

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

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

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

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

END OF ARTICLE

9. PROGRESS PAYMENTS

A. Payments

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

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

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

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

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

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

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

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

B. Taxes

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

C. Tax Exempt Owner Purchase Materials

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

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

OWNER DIRECT PURCHASE PROCEDURES

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

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

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

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

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

D. Payments to Subcontractors and Suppliers

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

E. Contract Prices - Bid Form

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

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

F. Final Payment

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

- g. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.
 - h. Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid.
- 2) With the final application for payment, the Contractor shall return and submit final releases of claim from himself, from each subcontractor of record and from other subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from subcontractors and suppliers shall be final, originals, notarized and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to the Owner all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of subcontractors and suppliers who refuse to execute final releases.
- 3) The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
- a. Faulty or defective Work appearing after Final Completion;
 - b. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;
 - c. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
 - d. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
 - e. The enforcement of the terms of the Payment and Performance Bonds against the Surety;
 - f. Terms of all warranties/guarantees required by the Contract Documents.
- 4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor.
- 5) Escalation of Bid Items
- Q) A dedicated allowance account has been established in this contract for escalation of contractor Unit Prices. The funds in the dedicated allowance account may not be used for any purpose other than escalation of Unit Prices as provided for below. Funds in the dedicated allowance account are the property of the Owner, and any unused funds at the end of the Contract shall remain property of the Owner. The Contractor expressly agrees that it is solely responsible for all cost escalations which exceed the value of the dedicated allowance account. Payment shall be made in a lump sum, based on escalation occurring in the preceding 365 days, as outlined below.

- R) The Contractor shall be entitled to escalation of its Unit Prices 365 days after award of the contract, and every 365 days thereafter.
- S) The Contractor shall utilize the most recent statistical data available as published by the Bureau of Labor Statistics.
- T) The formula for the alteration of the Unit Prices shall be the percentage change for the previous 12 months with a not-to-exceed percentage change of five percent (5%) for each bid item. Should the Bureau of Labor Statistics make a major CPI revision, such as a change to the applicable CPI base period, it remains that the Unit Prices shall be altered utilizing the percentage change of the most recent 12 months as published within the changed CPI. The percentage change in Unit Prices shall be computed similar to the following example:

CPI for the most recent month 135.8
 Less CPI for the month 12 months previous 129.9
 Equals the index point change 5.9
 Divided by previous period CPI.. 129.9
 Equals 0.0454
 The result is multiplied by 100 0.0454 x 100
 Which equals the percentage change multiplier 4.54

The percentage multiplier shall be rounded to two decimal places using the 5/4 rounding method, e.g., if the 3rd digit to the right of the decimal is a 5 through 9, then the 2nd digit to the right of the decimal is rounded up one value; or if the 3rd digit to the right of the decimal is 0 through 4, then the 2nd digit to the right of the decimal remains as is.

- E) Following each escalation period, the Contractor shall submit a request for escalation during the prior 365 days. The Owner shall, upon receipt of a proper request submitted in accordance with the provisions of these General Conditions, issue a work order for a lump sum amount representing the cost of escalation for all Unit Price items accepted and paid by the Owner during the preceding 365 days (Unit Price work accepted and paid multiplied times the percentage change multiplier). The Contractor shall at all times throughout the contract submit monthly invoices based on the Unit Prices contained in the bid, and shall not submit monthly invoices based on escalated pricing. Escalation Unit Prices shall only be paid retroactively and in a lump sum. Where the Dedicated Allowance Account is insufficient to pay for Escalated Unit Prices, the Owner shall pay the Contractor to the remaining value in the Dedicated Allowance Account and Owner shall have no further liability for escalated costs.

In the event that base contract work is not broken out into Unit Prices (i.e., for projects which were bid on a lump sum basis) escalation shall apply to the costs of such project as broken out in the approved Schedule of Values as if such costs were Unit Prices.

END OF ARTICLE

10. CHANGES

A. Changes

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

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

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

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

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

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

B. Allowance Accounts

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

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

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

C. Deletion or Addition of Work

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

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

D. Increased or Decreased Quantities (Unit Prices)

- 1) This section applies to Owner-initiated additions or deletions from the Work and to the unit prices contained within this contract and controls payments or credits for variations between estimated and actual quantities required to complete the Work, even though the additions or deletions may be distinct or separate structures or activities and regardless of the fact that the addition or deletion is a result of field adjustments, site conditions, a design change, or any other cause. Increases or decreases will be determined by comparing the actual quantity required to the Architect/Engineer's estimated quantity in the Bid Form.
- 2) If the actual quantity of Bid Item varies from the Architect/Engineer's quantity estimate by 25 percent or less, payment for the Bid Item will be made at the Contract unit price. If the actual quantity varies from the Bid quantity by more than 25 percent, the compensation payable to the Contractor will be the subject of review by the Contractor and the Architect/Engineer and a Contract adjustment will be made by means of a Change Order in accordance with the Contract Documents to credit the Owner with any reduction in unit prices or to compensate the Contractor for any increase in unit price resulting from variations between estimated and actual quantities. The unit price to be re-negotiated shall be only for that quantity above 125 percent or below 75 percent of the original bid quantities.
- 3) The Contractor shall submit to the Architect/Engineer all data required to substantiate the amount of compensation requested, therefore. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of all the Unit Prices times the original bid quantities of Work reflected in the Bid Form.
- 4) No compensation will be made in any case for loss of anticipatory profits, loss of bonding capacity or consequential damages.

E. Extra Work

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

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

The Work Order shall include, at a minimum:

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

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

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

F. Differing Site Conditions

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

G. Force Account

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

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

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

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

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

H. Contractor Proposals - General

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

I. Value Engineering Change Proposals

The Contractor may submit to the Architect/Engineer one or more cost reduction proposals for changing the Contract requirements. The proposals shall be based upon a sound study made by the Contractor indicating that the proposal:

- 1) Will result in a net reduction in the total Contract amount;
- 2) Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features;
- 3) Will not require an unacceptable extension of the Contract completion time; and
- 4) Will require a change in the Contract Documents and such change is not already under consideration by the Owner.
 - a. The Owner may accept in whole or in part any proposal submitted pursuant to the previous paragraph on Value Engineering Change Proposals by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for a Contract change in the Contract price and will revise any other affected provisions of the Contract

Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to one Value Engineering Change Proposal per Change Order. Net savings will be determined by deducting from the proposal's estimated gross savings 1) the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and 2) the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and Owner -furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purposes of this article, the applicable provisions of the Contract Documents shall be used to determine the equitable adjustment to the Contract price.

- b. The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to of this article. The decision of the Owner as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights or obligations of either party under the Contract.
- c. The Contractor shall have the right to withdraw part or all of any proposal he may make under Paragraph 2 of this article at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing to the Architect/Engineer. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60-day period, they will be liable for the cost incurred by the Owner in reviewing the proposal.
- d. The Contractor shall specifically identify any proposals under Paragraph 2 of this article with the heading "Value Engineering Change Proposal," or the proposal will be considered as made under Paragraph 1 of this article.

2) The Contractor, in connection with each proposal for a Contract Change Notice under this article, shall furnish the following information:

- a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;
- b. An analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);

- c. A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Contractor;
 - d. A prediction of any effects the proposed change would have on collateral costs to the Owner such as government-furnished property costs, costs of related items, and costs of maintenance and operation;
 - e. A statement of the time by which a Contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule; and
 - f. Identification of any previous submission of the Value Engineering Change Proposal to the Owner, including the dates submitted, the numbers of the contracts involved, and the previous actions by the Owner.
- 3) The Contractor waives any and all claims relating to any delay that may arise out of a Value Engineering Change Proposal.

END OF ARTICLE

11. CLAIMS AND DISPUTES

A. Notice of Claims

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

B. Claim Submittals

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

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

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

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

C. Disputes

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

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

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

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

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

D. Terminations

1) Termination for Convenience

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

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

2) Termination for Default of Contractor

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

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

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

3) Termination for National Emergencies

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

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

4) Implementation of Termination

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

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

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

5) Suspension of Work

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

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

END OF ARTICLE

12. MISCELLANEOUS PROVISIONS

A. Third-Party Beneficiary

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

B. Venue

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

C. Governing Laws

- 1) The Contractor shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, and Miami-Dade County including, but not limited to, the Florida Building Code and Florida Fire Prevention Code.
- 2) The Contractor(s) shall comply with all applicable laws including, but not limited to, the Small Business Enterprise (SBE) programs (including, without limitation, SBE-Construction, SBE-Architectural and Engineering, and SBE-Goods, SBE-Services); Responsible Wages and Benefits program; Community Workforce Program; Residents First Training and Employment programs as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.2, 2-8.1.1.1.1, 2-11.16, 2-1701, and 2-11.17 of the Code; the Sustainable Buildings Program; Chapter 119 of the Florida Statutes regarding public records laws; the State of Florida and the County's Prompt Payment laws as set forth in Sections 2-8.1.4 and 10-33.02 of the County's ordinances; the County's Inspector General requirements as set forth herein; the County's Art in Public Places requirements as set forth herein; and provide the requisite bonding in accordance with Section 255.05 of the Florida Statutes, as well as the insurance requirements set forth in this Agreement

Specifically, the Contractor and his subcontractors shall comply with Miami-Dade County Resolution Nos. R-1386-09 and R-138-10 governing the treatment of SBE-CON firms.
- 3) In addition, the Contractor agrees to abide by all federal, state, and local procedures, as may be amended from time to time, regarding how documents that the Contractor has access to, are handled, copied, and distributed, particularly documents that contain sensitive security information.

D. Successors and Assigns

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

E. Written Notice

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

F. Indemnification

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

G. Audit Rights

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

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

2) Inspector General

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

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

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

H. Severability

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

I. Payment and Performance Bond

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

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

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

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

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

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

J. Insurance

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

K. Conflict of Interest

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

L. Rights in Shop Drawings

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

M. Patent and Copyright

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

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

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

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

O. Historical, Scientific and Archaeological Discoveries

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

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

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

Q. Accounts Receivable Adjustments

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

R. User Access Program (UAP)

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

S. Residents First Training and Employment Program

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article. In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, which are available online at

www.miamidade.gov/smallbusiness/business-development-legislation.asp, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1,000,000 for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1,000,000 for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land, shall comply, if applicable, with the following:

- 1) Bidders must:
 - a. Submit a completed Responsible Contractor Affidavit (Form RFTE 1), along with the Bid Submittal Package. RFTE 1 shall verify the following:
 - i Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course; and
 - ii Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program (CWP) shall be counted towards the 51 percent goal.
 - b. In the event that form RFTE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified.
- 2) Prior to the issuance of a Notice to Proceed, contractors must also submit the following:
 - a. A Construction Workforce Plan (Form RFTE 2) and supporting documentation;
 - b. A list of all subcontractors to be used on the project;
 - c. A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and;
 - d. A list of all employees currently employed by the contractor.
- 3) Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.
- 4) Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.
- 5) Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

T. Employ Miami-Dade Program

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

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

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

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

END OF ARTICLE

13. APPLICABLE LEGISLATION

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

A. Resolutions

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

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County
- R-894-05 - Independent Private Sector Inspector General (IPSIG) Services
- R-183-00 - Family Leave Requirements
- R-185-00 - Domestic Violence Leave
- R-1386-09 - Community Small Business Development Program; directing County Mayor to include additional subcontractor provisions in all future contracts, where applicable unless waived by the Board of County Commissioners
- R-138-10 - Resolution requiring that construction contracts include language mandating that the scope of work of SBEs be separately stated and accounted for in schedule of values.
- R-63-14 - Contractor Due Diligence

B. Administrative Orders

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

- 3-20 - Independent Private Sector Inspector General (IPSIG) Services
- 3-37 - Community Workforce Program (CWP)
- 3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

C. Implementing Orders

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

- 3-9 - Accounts Receivables Adjustments
- 3-21 - Bid Protest Procedure
- 3-22 - Small Business Enterprise (SBE) Program for the Purchase of Construction Services
- 3-41 - Small Business Enterprise (SBE) Program for the Purchase of Goods and Services
- 3-61 - Residents First Training and Employment Program

D. Code of Miami-Dade County:

- https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinancesSection 2-1 Rule 5.09 Statement of consideration of impact of sea level rise.
- Section 2-1076 - Office of the Inspector General
- Section 2-2113 First Source Hiring Referral Program
- Section 2-8.1 - Contracts and Purchases
- Sections 2-8.1.1 Bids from related parties and bid collusion for the purchase of goods and services, leases, permits, concessions, and management agreements.
- Section 2-8.1(d) Disclosure required of contractors and entities transacting business with Miami-Dade County.
- Section 2-8.1(f) Listing of subcontractors required
- Section 2-8.2.6.1 Buy American Iron and Steel Products
- Section 2-8.2.6.2 Cybersecurity and Information Technology
- Section 2-8.2.7 Economic Stimulus Ordinance
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting PracticesSection 2-8.8(4) Reporting of subcontracting policies procedures and payments
- Section 2-8.10. - User Access Program in County Purchases.
- Section 2-10.4.01 Small Business Enterprise – Architecture & Engineering Program
- Section 2-10.33.02 Small Business Enterprise – Construction Program
- Section 2-10.7 Sales Tax Exemption Program
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2-11.1 (i)-(r) Financial Disclosure
- Section 2-11.16.1 Construction Contract Fee for Affordable Housing
- Section 2-11.16. Responsible Wages and Benefit Program
- Section 2-11.17 Residents First Training and Employment Program
- Section 2-1076 Office of the Inspector General
- Section 2-1701 Community Workforce Program
- Section 9-71 through 9-75 Sustainable Building Program
- Section 10-34 - Listing of Subcontractors Required
- Section 11A-38 through 11A-52 Discrimination
- Section 21-255 through 21-266 False Claims Ordinance

END OF ARTICLE

SECTION 14

SPECIAL PROVISIONS TO BE ATTACHED

ATTACHMENT “ A “

Certificate of Acceptance for Substantial Completion

Certificate of Final Acceptance

CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

RPQ No.: _____

Date : _____

Description : _____

Address : _____

Contractor : _____

Consultant : _____

Surety : _____

*The work performed under the subject Contract has been reviewed, and subject to the Contract requirements of **Article 29, Substantial Completion, Final Inspection and Acceptance**, all remaining work has been found to be Substantially Completed as of _____.*

*A **Punch List** of items to be completed or corrected, is appended hereto.*

*In the event that the Work, including the Punch List items, is not corrected by the Contract Completion date, the Contract stipulations regarding **Liquidated Damages** will be imposed until such time as the work is certified by the County's Resident Engineer or its Consultant and the Director, DSWM to be complete in all respects and a **Certificate of Final Acceptance** is issued.*

(COMPANY SEAL)

Signed : _____

Contractor

Recommended : _____

Resident Engineer/Project Manager

Recommended : _____

Chief, Construction

Certificate of Final Acceptance

RPQ No.:

Description:

Address:

Consultant:

Contractor:

Surety:

The **UNDERSIGNED** hereby certify that, to the best of our knowledge and belief, based on observations of the punch list work required under the terms of the Agreement, we have found that the Work items identified in the **PUNCH LIST**, dated _____ (**"PUNCH LIST"**) were completed as of _____. We therefore recommend that the **FINAL ACCEPTANCE DATE** be established as: _____

Notwithstanding the above, this Certificate shall not be construed as a finding regarding whether work performed on this Contract was done in accordance with all applicable Contract requirements, and the County expressly reserves all of its rights and claims under the Contract, or otherwise, to seek recovery or indemnity for any defects in materials, equipment, or workmanship, or for non-conformance with any Contract requirements.

Recommended : _____
Resident Engineer/Project Manager

Recommended : _____
Chief, Construction

:

ATTACHMENT “ B “

Contractor Release

Agreement on Final Quantities and Amounts

Final Affidavit

Labor Standards Provisions Final Certificate

Memorandum of Understanding

Certificate of Sub-Contractor Status

Final Release of Lien

CONTRACTOR RELEASE

RPO No.:

KNOW ALL MEN BY THESE PRESENTS : Pursuant to the terms of the Contract and in consideration of the sum of _____ paid by the ***Miami-Dade County*** under the Contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge MDC, its officers , agents and employees, of and from all liabilities, obligations, and claims whatsoever, in law and in equity, under or arising out of said Contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 20____

(***COMPANY SEAL***)

Contractor

Signature

WITNESS :

Print Name : _____

Print Title : _____

NOTE : In the case of a corporation, witnesses are not required , but the ***CERTIFICATE*** below must be completed.

CERTIFICATE

I, _____, certify that I am the ***Secretary*** of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor, was then _____ of said Corporation; that said release was duly signed for and on behalf of said corporation under the authority of its governing body, and within the scope of its corporate powers.

(***CORPORATE SEAL***)

Signature

AGREEMENT
ON
FINAL QUANTITIES AND AMOUNTS

RPO No.:

The Contractor and Resident Engineer agree that the **QUANTITIES** as shown on the **FINAL PAY REQUEST No.** are **EQUITABLY** paid for by application of the agreed **LUMP SUM PRICES**.

It is finally agreed that the right in the Contract clause to request negotiation of a different amount is **WAIVED** by the Contractor and the Authorized Representative of the Contracting Officer.

(Company Seal)

Contractor

Signature

Print Name

Print Title

Date

Resident Engineer

Date

Print Name

FINAL AFFIDAVIT

RPQ No.:

The undersigned Contractor, _____, certifies and warrants to **Department of Solid Waste Management** that _____ has paid in full and completely discharged any and all claims, demands, obligations and liabilities of _____ in connection with or arising out of ***RPQ No.*** _____, including without limitation, all claims for labor performed and materials, supplies, equipment and other items furnished or used in connection with performance of said Contract.

(***COMPANY SEAL***)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

LABOR STANDARDS PROVISIONS

FINAL CERTIFICATE

RPQ No.:

The undersigned Contractor, _____, hereby certifies that all laborers, mechanics, apprentices and trainees employed by him or by any Subcontractor performing work under the Contract on the project have been paid ***wages at rates no less than those required by the Contract provisions***, and that the work performed by each laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

EXCEPTION (S) :

Contractor : _____

(COMPANY SEAL)

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

MEMORANDUM OF UNDERSTANDING

RPO No.:

WHEREAS, _____, (hereafter referred to as the " Contractor ") and the ***Department of Solid Waste Management***, the parties hereto, have mutually agreed to the **total Contract amount** in the sum of _____ and a final payment of _____ for a **COMPLETE CLOSE-OUT** of ***RPO No.***

It is understood and expressly agreed that :

- (1) This Memorandum of Understanding is subject to the recommendations of the Assistant Director and the Director of Department of Solid Waste Management.
- (2) In consideration of the payment by DSWM of a **total Contract amount** of _____, (inclusive of all finalized Change Orders), the Contractor hereby withdraws with prejudice all Claims, Disputes, and Appeals of the Contractor or any of its Subcontractors or Suppliers under the subject Contract. DSWM likewise, withdraws with prejudice, all Claims and/or Backcharges it has against the Contractor.
- (3) The retention withheld in ***Pay Request No.*** _____ is _____ and will be paid in full. Therefore, the Contractor acknowledges the final payment of _____ in ***Pay Request No.*** _____ as the outstanding balance due to date on the Contract.
- (4) DSWM reserves the right to complete an audit upon the request of the Assistant Director, Engineering Services when warranted.
- (5) All terms and conditions of the Contract otherwise remain unchanged including the Contractor's liabilities for warranties, latent defects and the like.
- (6) The execution of this Memorandum and payment in accordance with these terms, and the finalized Contract Change Orders, shall constitute a full accord and satisfaction of all Claims and all rights of the parties against each other, except for claims of the Owner for latent defects discussed after the date of this Memorandum or for warranty items.

(COMPANY SEAL)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

RECOMMENDED

By : _____
Resident Engineer/Project Manager

By : _____
Chief, Construction Division

CERTIFICATE OF SUB-CONTRACTOR STATUS

This is to certify that the following is a complete list of sub-contractors who worked on
RPO No.

Name	Description of work	Original Contract Amount	Paid to date	Amount Owed

(COMPANY SEAL)

Contractor

Signature

Print Name & Title

Date

FINAL RELEASE OF LIEN

Notary Seal:

ATTACHMENT "C"

Sub-Contractor's/Supplier's Release of Claim

Consent of Surety Company to Requisition Payment

SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

NOTE: The General Contractor shall attach this statement, completed by each Subcontractor whose work appears on the prior requisition for payment or has work in place since the last requisition for payment.

Project No.: _____

Date: _____

Project Title: _____

Subcontractor: _____

Requisition No.: _____ From: _____ To: _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments appeared: _____ who, after being first duly sworn, upon oath, deposes and says that pursuant to the provisions of his contract for said project, all money due him under prior requisitions for payment have been paid to him by _____, the General Contractor.

(COMPANY SEAL)

Legal Name of Subcontractor

Title

Signature

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ on behalf of _____.

[] who is personally known to me or [] who has produced _____ as identification and who

[] did [] did not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:



CONSENT OF SURETY COMPANY TO REQUISITION PAYMENT

PROJECT No. _____

PROJECT TITLE: _____

PROJECT LOCATION: _____

TO: _____ Re: PAY REQUEST No. _____ DATE: _____

IN THE AMOUNT OF: _____

CONTRACTOR: _____ RPQ No. _____

THE UNDERSIGNED SURETY COMPANY _____,
(INSERT NAME OF SURETY COMPANY)

_____, ON BOND OF
(ADDRESS)

THE CONTRACTOR LISTED ABOVE, HEREBY APPROVES THIS PAYMENT TO THE CONTRACTOR AND AGREES THAT THE PAYMENT TO THE CONTRACTOR SHALL NOT RELIEVE THE SURETY COMPANY OF ANY OF ITS OBLIGATIONS TO MIAMI-DADE COUNTY, INCLUDING THE SECURITY FROM ANY AND ALL LIENS, CLAIMS OR DEMANDS WHATSOEVER THAT MAY NOW EXIST OR BE MADE IN THE FUTURE BY ANY SUB-CONTRACTOR OR MATERIAL SUPPLIERS AGAINST THIS PROJECT AND CONTRACT.

THIS CONSENT OF SURETY RECOGNIZES THAT CLAIMS HAVE BEEN MADE BY THE FOLLOWING SUB-CONTRACTORS AND MATERIAL SUPPLIERS AGAINST THE CONTRACT IN THE AMOUNTS LISTED BELOW:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SURETY RECOGNIZES THAT RELEASES OF LIEN OR RELEASES AND ASSIGNMENT OF CLAIM HAVE NOT BEEN REQUESTED OR RECEIVED FROM ALL THE SUB-CONTRACTORS AND MATERIAL SUPPLIERS FOR THIS FACILITY.

IN WITNESS THEREOF,
THE SURETY COMPANY HAS HEREUNTO SET ITS HAND THIS _____ DAY OF _____, 20____.

SURETY COMPANY

ATTEST:
(SEAL)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

ATTACHMENT “D”

“Contractor Agent to Accept Service”

CONTRACTOR AGENT TO ACCEPT SERVICE

RPQ No.: _____

DATE: _____

CONTRACT TITLE: _____

CONTRACTOR: _____

NOTICE TO PROCEED (NTP) DATE: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR TELEPHONE No.: _____

CONTRACTOR E-MAIL ADDRESS: _____

AGENT'S NAME: _____

AGENT'S TITLE: _____

AGENT'S ADDRESS: _____

AGENT'S TELEPHONE No. _____

AGENT'S E-MAIL ADDRESS _____

Contractor Corporate Representative

Submitted By: _____

SIGNATURE

CONTRACTOR

ATTACHMENT "E"

Force Account Daily Report:
Labor, Material & Equipment



**FORCE ACCOUNT DAILY REPORT:
LABOR, MATERIAL & EQUIPMENT**

DATE: _____

CONTRACTOR: _____

CONTRACT No. _____ REPORT No. _____

CONTRACT CHANGE NOTICE / DSWM LETTER: _____ PAGE No. _____ of _____

IMPORTANT-THIS FORM MUST BE SIGNED AND SUBMITTED NOT LATER THAN THE DAY FOLLOWING DATE WORK WAS PERFORMED.

The following work was performed this date requiring the use of the Labor Force, Materials, Equipment, Special Forces and Services listed hereon:

Description of work performed:

LABOR					EQUIPMENT					
NAME	CRAFT	HRRAT	HOURS	TOTALS	MAKE	MODEL	DESCRIPTION	HOURS	RATE	EXT.

CERTIFIED CORRECT BY:

DATE

MATERIAL INVOICE ON UNIT PRICES TO BE PROVIDED.
NO INVOICE OLDER THAN 30 DAYS ACCEPTED.

ALL EQUIPMENT RATES ARE ADJUSTED TO REFLECT CALIFORNIA BLUE BOOK

QUAN.	UNIT	DESCRIPTION	MATERIALS	RECAP
				LABOR
				MATERIALS
				EQUIPMENT

CERTIFIED CORRECT BY: _____ DATE _____

TOTAL THIS SHEET

FOR ENGINEER'S USE

APPROVED AS TO SUBSTANCE

EXTENSION OF LABOR, MATERIAL & EQUIPMENT VERIFIED BY:

BY: _____
RESIDENT ENGINEER DATE

INSPECTOR _____ DATE

SPECIFICATIONS

- Scope of Work
- Drawings
- Charger Specifications

3B SITE - ELECTRIC VEHICLES CHARGE STATION

SCOPE OF WORK

The scope of work also known as the “Project” is presented by Miami Dade County on behalf of the Department of Solid Waste (DSWM) which is hereby requesting the services of a General Contractor (GC) licensed in the State of Florida, to provide labor, equipment, and materials to purchase, furnish and install five (5) Dual Port Electric Chargers at **SITE 3B** located at **8000 SW 107 Avenue, Miami, FL 33173**. The Project is a precursor to future incoming deliveries of new electric vehicles, as per the construction documents and specifications developed by GreenDade. The Project duration shall be 180 days from the date of the Notice to Proceed.

PERMITS AND GENERAL CONTRACTOR REQUIREMENTS

GC shall pay all required permit fees, and obtain all construction permits as required by State, County, and Local agencies having jurisdiction over the project before a Notice to Proceed will be issued.

Awarded Contractor must be a registered GC, and either be an Electrical Contractor or have an Electrical Contractor as a Subcontractor for the Project.

PLANS

Plans were submitted to the Miami Dade County Plans and Inspection Center, and are presently in “Permit Ready” status, for the Awarded Contractor’s follow up.

WORK HOURS

The 3B Site operates continuously five days a week. To effectuate this work, a portion of the existing surface parking lot shall be closed for the partial and/or full duration of the Project. Work should be scheduled between the hours of 7:00 AM to 6:00 PM, Monday through Friday. In the event the Contractor wishes to work outside these hours, weekends or holidays, a timely request 48 hours prior to starting, should be made for the Project Manager’s consideration and approval.

ELECTRIC VEHICLE CHARGERS

The electric vehicle chargers shall be the same make and model as listed in the bid documents. No substitute / equivalent electric chargers will be accepted.

Contractor shall request and schedule the Manufacturer of the Charge Stations to physically visit the site and “Commission” the installation.

After the successful installation and commissioning of the chargers in accordance with the construction documents, plans/drawing, specifications and consistent with manufacturer specifications, the County will be responsible for any and all activation fees and network planning.

FLORIDA POWER & LIGHT (FPL) COORDINATION

A preliminary coordination took place with FPL to ensure there was capacity within the exiting service transformer to provide the new power service and loads. However, any necessary coordination required

for the completion of the Project's scope of work is the responsibility of the Contractor. Any communication and / or requirements that may involve FPL's involvement, are the responsibility of the Contractor, and deemed as part of the Project's means and methods. During the initial Pre-Construction meeting, DSWM will assist by providing an "FPL Point of Contact" and establishing meetings.

If any efforts or involvement is required from FPL, Contractor is to issue a "non-compensable request for Time Extension", which will be reviewed for approval by the Engineer of Record (EOR) and the County.

TREE PROTECTION

Please note that some conduit segments are to be installed via Hydraulic Diagonal Drilling (HDD), also known as boring, to avoid impacting existing trees. Nonetheless, when working and trenching under existing tree canopies where existing roots are present, the Contractor shall follow details from plans. Refer to sheet C-105 on plans for tree protection and root pruning details. The Contractor must contact DERM and any and all agencies and departments having jurisdiction over the Project's foliage **before** Project commencement, and meet the requirements as set forth in the plans. The Contractor is responsible for "due diligence" and fact finding of all underground utilities in affected areas, using ground penetrating radar or other, prior to soft or extensive excavation of any part of the site.

SHOP DRAWINGS

Shop Drawing submittal are to be numerically sequenced, and to directly address the Project's Critical Path, as to identify all related to "long lead items". Format of submittals will be discussed at length with the EOR, during the Pre-Construction meeting.

INSPECTIONS

Contractor is responsible for all inspections necessary and required by all State, County, and Local agencies, and departments having jurisdiction over the Project. Contractor is also responsible for providing a "Commissioning Statement" from the Manufacturer, that the installation and Charge Stations are compliant with the Manufacture specifications, and as such would require periodic / final inspection(s).

After completion of the Project, any deviation from the bid documents to include specifications, are to be visibly and clearly marked (in red) directly on the permitted plans and specifications and submitted to the EOR and the Owner as, "As-Builds".

ADDITIONAL INFORMATION

1. TAX EXEMPT

Each Bidder shall account for their sales tax cost as part of the overall cost in the respective line items.

2. PULL BOXES - TECHNICAL

The requirements provided follow MDC DTPW and FDOT standards for underground conductors including the allowable spaces for wiring bends in compliance with NEC. The depth dimension of pull boxes shown on plans indicates the minimum required to comply with NEC to the contractor's convenience a larger depth is allowed (refer to pull box detail on sheet E-502).

Plans were conceived allowing the Contractor to adjust (i.e.: the exact location and arrangement of pull boxes) as needed during construction indicating the necessary restrictions. However, please note that any deviation from plans need to be in compliance with NEC and is to the Contractor responsibilities.

PLANS FOR PROPOSED
8000 SW 107TH AVE, MIAMI, FL 33173
CHARGING STATIONS
FOR ELECTRIC VEHICLES

MIAMI-DADE COUNTY PROJECT NO. EDP-SW-185408-22
WORK ORDER NO: 2 (DSWM 3B SITE)

Honorable Daniella Levine Cava
Mayor

BOARD OF COUNTY COMMISSIONERS

Honorable Jose "Pepe" Diaz, Chairman

District 12

Honorable Oliver G. Gilbert III, Vice-Chairman

District 1

Honorable Jean Monestime

District 2

Honorable Keon Hardemon

District 3

Honorable Sally A. Heyman

District 4

Honorable Eileen Higgins

District 5

Honorable Rebeca Sosa

District 6

Honorable Raquel A. Regalado

District 7

Honorable Danielle Cohen Higgins

District 8

Honorable Kionne L. McGhee

District 9

Honorable Senator Javier D. Souto

District 10

Honorable Joe A. Martinez

District 11

Honorable Rene Garcia

District 13

Harvey Ruvin

Clerk of Courts

Pedro J. Garcia

Property Appraiser

Geri Bonzon-Keenan

County Attorney

MIAMI DADE COUNTY provides equal access and equal opportunity in employment and services and does not discriminate on the basis of disability.

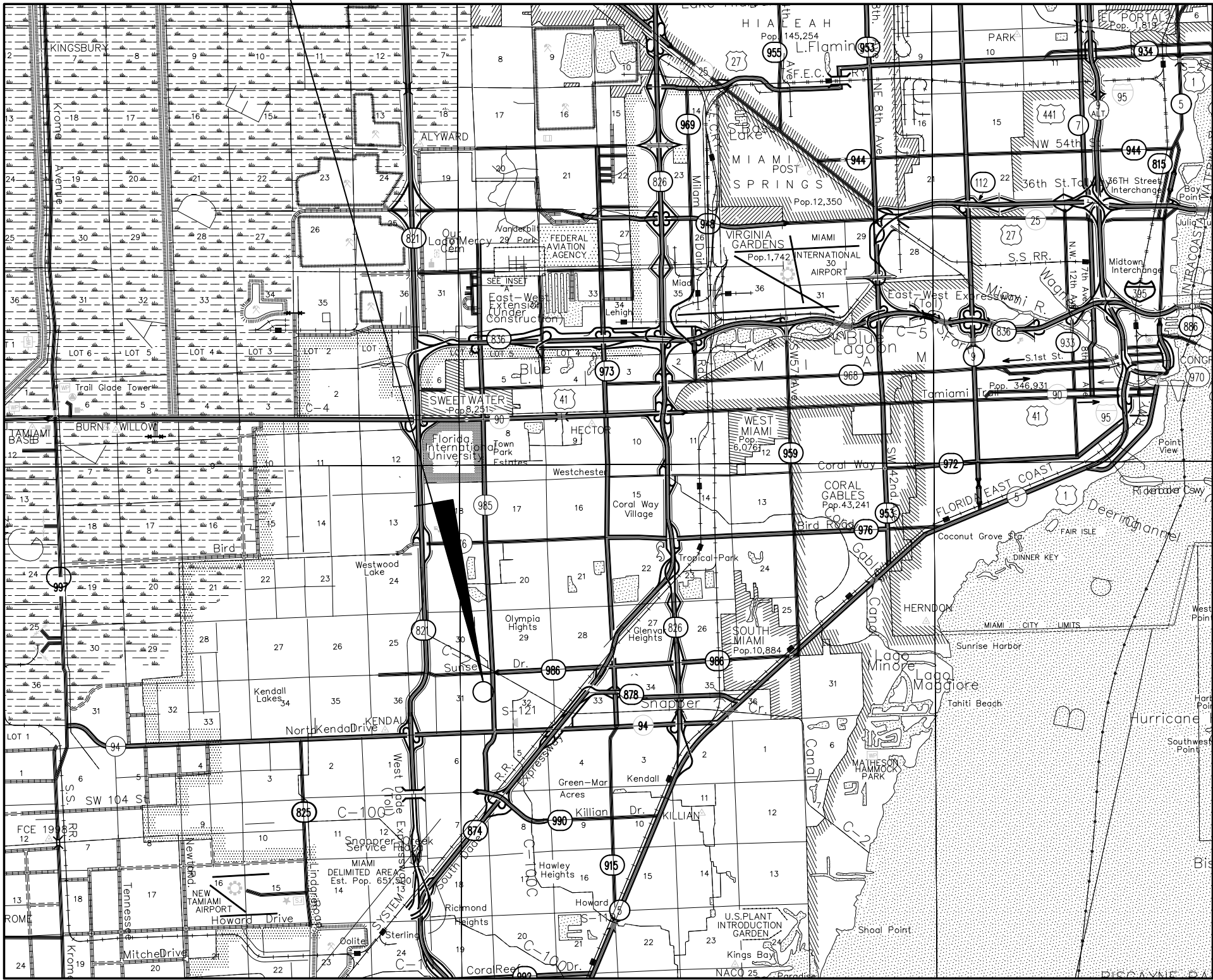
DEPARTMENT OF SOLID WASTE MANAGEMENT

Michael J. Fernandez, Director



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PROJECT LOCATION



PREPARED FOR



MIAMI -DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT

2525 NW 62 AVENUE,
MIAMI, FLORIDA 33147

BY

GREEN DADE, INC.
7220 SW 12TH ST, MIAMI, FL 33144
786-487-4596

BID SET 7/23/2024

INDEX OF SHEETS:

SHEET NO.	SHEET DESCRIPTION
G-000	COVER SHEET
G-001	GENERAL NOTES
G-002	PROJECT LOCATION PLAN
C-101	CIVIL GENERAL NOTES
C-102 & C-103	CIVIL DEMOLITION AND PROPOSED PLAN
C-104	CIVIL DETAILS
E-001	ELECTRICAL NOTES AND QUANTITIES
E-101 & E-102	ELECTRICAL SITE PLAN
E-501 & E-502	ELECTRICAL DETAILS
E-601	ELECTRICAL RISER AND PANELBOARD SCHEDULE
S-101	STRUCTURAL PLANS
SWPPP-1	SWPPP GENERAL NOTES
SWPPP-2	SWPPP DETAILS 1
SWPPP-3	SWPPP DETAILS 2
SHEET 1 OF 1*	MAP OF TOPOGRAPHIC SURVEY

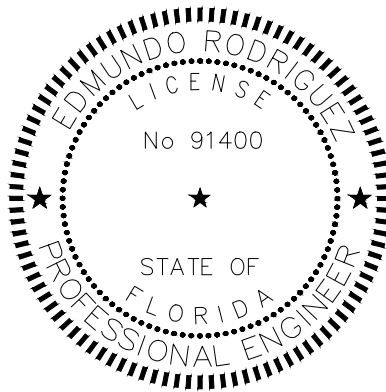
* THIS SHEET IS INCLUDED IN THE INDEX OF CONSTRUCTION PLANS ONLY TO INDICATE THAT IT IS PART OF THE CONSTRUCTION DOCUMENTS. THIS SHEET IS CONTAINED IN A SEPARATE DIGITALLY SIGNED AND SEALED DOCUMENT.

GOVERNING STANDARD PLANS AND SPECIFICATIONS:

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS PARTS 1, 2 AND 3, THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AS AMENDED BY CONTRACT DOCUMENTS.

NOTE:

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GREEN DADE, INC.
7220 SW 12TH ST
MIAMI, FLORIDA 33144
EDMUNDO RODRIGUEZ, P.E. NO. 91400

DEPARTMENT OF SOLID WASTE MANAGEMENT

C:\Users\GreenDade001\OneDrive - Green Dade, Inc.\Projects\WDC\DSWM\2307_EV-ChargSta\02_3B\60_Execution\65_Drawings\Elec\G-001.dwg Feb 02, 2024 -- 3:57pm GREENDADE00

GENERAL NOTES

1. CONTRACTOR SHALL COORDINATE DIRECTLY WITH ELECTRIC VEHICLES CHARGING STATIONS VENDOR/MANUFACTURE FOR ALL INSTALLATION REQUIREMENTS, INCLUDING CHARGER TEMPLATES, SIGNOFF FORM, NECESSARY NUTS AND BOLTS, ANY ANY OTHER MATERIAL THAT ARE TO BE INSTALLED AS PART OF THE STATION FOUNDATION.
2. BENCH MARK (B.M.). DATA IS NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.--29).
3. ANY N.G.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED AND PROPERLY REFERENCED BY A REGISTERED--LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE. IF ANY MONUMENT IS IN DANGER OF DAMAGE, THE PROJECT ENGINEER SHALL NOTIFY RON TAYLOR, FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION (FDEP) SURVEYING AND MAPPING, 3900 COMMONWEALTH BLVD., MAIL STATION 105, TALLAHASSEE, FLORIDA 32399--3000 TELEPHONE (850) 245--2606.
4. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED, OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED--LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO MIAMI--DADE COUNTY PUBLIC WORKS DEPARTMENT A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
5. ALL GRADES SHOWN IN PLAN ARE FINISHED GRADES OR EXISTING TO REMAIN.
6. CONTRACTOR SHALL CONTACT FPL REPRESENTATIVE EDUARDO MARTINEZ (EDUARDO.MARTINEZ@FPL.COM, 305--387--6655) FOR PROVISION, CONNECTION AND/OR INSTALLATION OF FPL SERVICE AND METER. ALL CONNECTION RELATED FEES TO COMPLETE THE SERVICE INSTALLATION, INCLUDING COST OF RISER TO FPL TRASFORMER, WHERE NEEDED, SHALL BE PAID BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE AND INCLUDED IN THE BID.
7. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI--DADE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER STATE OR LOCAL AGENCY WITH JURISDICTION. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
8. THE CONTRACTOR SHALL SCHEDULE A PRE--CONSTRUCTION COORDINATION MEETING WITH EACH OF THE AFFECTED STAKEHOLDERS IN ADJACENT PROPERTIES THAT COULD BE AFFECTED BY CONSTRUCTION RELATED ACTIVITIES.
9. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.
10. THE LOCATION AND DEPTH OF EXISTING UTILITIES WITHIN THE PROJECT AREA ARE UNKNOWN. NO AS--BUILT DOCUMENTATION WAS AVAILABLE AT THE TIME OF THE COMPLETION OF THE CONSTRUCTION DOCUMENTS. CONTRACTOR, AT THE CONTRACTOR'S EXPENSE SHALL VERIFY THE LOCATION OF POSSIBLE UNDERGROUND UTILITIES PRIOR TO EXCAVATION. ANY DAMAGE TO EXISTING UTILITIES WILL NEED TO BE REPAIR IN KIND AT THE CONTRACTORS EXPENSE. NO DIRECTIONAL BORE OPERATIONS ALLOWED.
11. CONTRACTOR IS ADVISED THAT THE UTILITIES SHOWN HEREIN ARE BASED ON FIELD INVESTIGATION AND LIMITED AS--BUILT RECORDS THAT OFTEN DO NOT SHOW THE CORRECT HORIZONTAL OR VERTICAL LOCATION OF SOME UTILITIES (I.E.: COMMUNICATIONS, ELECTRICAL, GAS, WATER, SEWER AND OTHERS). HORIZONTAL LOCATION OF UTILITIES IS BASED ON REASONABLE ASSUMPTIONS AND SOME UTILITIES HAVE BEEN ASSUMED TO HAVE BETWEEN 3 AND 4 FEET OF COVER. THE ENGINEER NOR THE OWNER ASSUME ANY RESPONSIBILITY OVER THE ACCURACY OF THE LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN. THE ENGINEER IS NOT LIABLE FOR ANY UTILITY CONFLICTS AND UNKNOWNNS THAT ARE DISCOVERED DURING CONSTRUCTION. THE CONTRACTOR IS ADVISED TO PERFORM WHATEVER INVESTIGATION IS DEEMED NECESSARY TO REACH THEIR OWN CONCLUSIONS REGARDING THE EXACT LOCATION OF UTILITIES. WHERE A UTILITY IS ENCOUNTERED TO BE IN CONFLICT WITH THE PROPOSED WORK THE CONTRACTOR SHALL ADJUST THE ALIGNMENT AND ELEVATION OF THE PIPE ACCORDINGLY. ANY DEVIATIONS FROM APPROVED PLANS SHALL BE APPROVED IN WRITING BY MDC OR THE ENGINEER OF RECORD.
12. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE EPA AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).
13. THE LOCATION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY PRE--TRENCHING IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
14. EXISTING TOPOGRAPHIC INFORMATION WAS OBTAINED FROM SURVEY PREPARED BY:
EDUARDO M. SUAREZ, PSM (PROFESSIONAL SURVEYOR AND MAPPER), NO. 6313 STATE OF FLORIDA
LONGITUDE SURVEYORS, 305--463--0912, SURVEY DATE: 05/05/2023
15. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE--CALL AT 1--(800)--432--4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
16. THE CONTRACTOR SHALL USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES. CONTRACTOR SHALL USE GROUND PENETRATING RADAR BEFORE EXCAVATING SITE.
17. MIAMI--DADE WATER AND SEWER DEPARTMENT REQUIRES THAT ACCESS TO ALL WATER AND SEWER VALVES, SANITARY MANHOLES, AND OTHER CONTROL MECHANISMS BE MAINTAINED THROUGHOUT CONSTRUCTION IN THE EVENT OF AN EMERGENCY TO ENSURE THE PUBLIC HEALTH AND SAFETY. COVERING VALVE BOXES AND MANHOLES CAN BE CONSIDERED UNAUTHORIZED OBSTRUCTION OF AND TAMPERING WITH DEPARTMENT UTILITIES. ALL REQUESTS FOR UTILITY ADJUSTMENTS MUST BE MADE IN WRITING AT LEAST TWO (2) WEEKS IN ADVANCE. FOR MANHOLE AND VALVES, CONTACT THE CONSTRUCTION MANAGEMENT SECTION, PUMP STATIONS UNIT, 3071 SW 38 AVENUE, FAX NO. 305--668--3628. THE DEPARTMENT WILL MAKE ONE FINAL AND PERMANENT ADJUSTMENT AT NO COST TO THE REQUESTING AGENCY. FOR THE ADJUSTMENT OF WATER METERS, CONTACT THE CHIEF OF METER OPERATIONS AND MAINTENANCE, FAX NO. 305--545--3482. FOR ANY FIRE HYDRANTS THAT ARE DAMAGED OR BUMPED DURING CONSTRUCTION, CONTACT THE MDWASD HYDRANT SHOP AT 305--805--4575 BEFORE POURING CONCRETE FOR THE SIDEWALK. IN THE EVENT OF A WATER OR SEWER EMERGENCY, CONTACT MIAMI DADE WATER AND SEWER DEPARTMENT AT 305--274--9272. THIS LINE IS OPEN 24 HOURS, 7 DAYS A WEEK.
18. THE FOLLOWING UTILITY COMPANIES/AGENCIES ARE KNOWN UTILITY COMPANIES IN THE PROXIMITY OR PROJECT LIMITS AND SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF EXCAVATION IN AREA, THERE MAY BE OTHER EXISTING UTILITIES IN THE AREA WHICH ARE NOT SHOWN ON THE PLANS DUE TO FAILURE OF THESE UTILITIES TO RESPOND TO OUR REQUEST FOR INFORMATION:

- DADE COUNTY PUBLIC WORKS AND TRAFFIC---

- MIAMI DADE ENTERPRISE TECHNOLOGY SERVICE

- MIAMI DADE WATER & SEWER DEPT. -----

- FPL TRANSMISSION-----

305-412-0891 X 201

305-275-7813

786-268-5320

305-797-8459

- FPL DADE -----

- COMCAST -----

- AT&T -----

- FLORIDA CITY GAS -----

305-568-6403

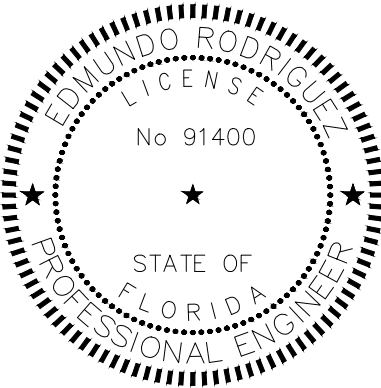
786-586-8505

888-617-7238

561-755-0172
19. NO AT&T AS--BUILTS ARE AVAILABLE FOR THESE FACILITIES. CONTRACTOR SHALL CALL SUNSHINE 811 TO LOCATE FACILITIES BEFORE DIGGING, OR MAY AT THE CONTRACTORS OPINION AND EXPENSE YOUR OPON OBTAIN MARKED SURFACE FILED LOCATIONS OF EXITING UNDERGROUND AT&T FLORIDA FACILITIES BY CONTACTING THE LICENSED AT&T FLORIDA CONTRACTOR, USIC, LIRA GABRIELA, AT GABRIELALIRA@USICLLC.COM FOR PRIVATE LOCATION SERVICE.
20. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER, AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING, AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.
21. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
22. ANY ENCROACHMENT WITHIN THE LIMITS OF CONSTRUCTION SHALL BE RELOCATED OR PROTECTED BY THE ADJACENT PROPERTY OWNER AT THEIR EXPENSE.
23. CLEARING AND GRUBBING, GRADING AND OTHER INCIDENTAL WORK NECESSARY FOR HARMONIZATION OUTSIDE R/W SHALL BE INCLUDED IN RELATED BID ITEMS.
24. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE--SODDED.
25. THE CONTRACTOR SHOULD TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, PUBLIC OR PRIVATE, DURING THE EXCAVATION OF SUBSOIL MATERIAL AND EXFILTRATION TRENCH, OR FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
26. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH THE EXISTING PAVEMENT.
27. IF SHEETING, SHORING, OR DEWATERING, INCLUDING WELL POINTS ARE NECESSARY, THE CONTRACTOR MUST MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CRACKING TO ANY ADJACENT BUILDING, STRUCTURE, OR PROPERTY AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THESE OPERATIONS. COST OF SHEETING, SHORING, OR DEWATERING SHALL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE DEWATERING PERMIT. COST OF THE PERMIT AND DEWATERING SHALL BE INCLUDED IN THE THE RELATED BID ITEM FOR THE WORK BEING DONE.
28. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AND DESIGNATED STAGING AREA.
29. EXPLORATORY OR PRE--TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES STRUCTURES, FRENCH DRAINS, CONDUITS, POLE FOUNDATIONS AND/OR SUB--GRADE SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE DEPARTMENT WITH IMMEDIATE NOTIFICATION OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. THIS NOTIFICATION SHALL

- PROVIDE SURVEY INFORMATION ABOUT EXISTING UTILITY ALIGNMENT, GRADE AND POSSIBLE CONFLICTS. PAYMENT FOR EXPLORATORY OR PRE--TRENCHING, SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE.
- ALL DITCH EXCAVATIONS SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE TRENCH SAFETY ACT.
- ALL EXCESS MATERIAL, AS DESIGNATED BY THE ENGINEER, IS TO BE DISPOSED BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.
- ALL DISPOSAL OF MATERIALS, RUBBISH, AND DEBRIS SHALL BE MADE AT A LEGAL DISPOSAL SITE OR BY OTHER PRIOR APPROVED MANNER. MATERIAL CLEARED FROM THE SITE AND DEPOSITED ON ADJACENT OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY. CONTRACTOR SHALL LEAVE THE SITE AT THE END OF EACH DAY, FREE AND CLEAR OF ALL DEBRIS.
- ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE ENGINEER WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ENGINEER.
- EXISTING ABOVE GROUND FEATURES ARE SHOWN ACCORDING TO THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
- CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES, WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR TO RELOCATE TREES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING TREES TO REMAIN. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION. THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN PLACE.
- THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS USED IN THIS PROJECT. ALL SHOP DRAWINGS ARE TO BE FORWARDED TO ENGINEER OF RECORD FOR APPROVAL, PRIOR TO PURCHASING OR COMMENCING WORK.
- WHEN DISSIMILAR MATERIAL CONNECTIONS ARE MADE, SUCH AS CONCRETE TO METAL, THE DISSIMILAR MATERIAL SHALL BE SEPARATED BY COATING THE CONTACT SURFACE WITH BITUMASTIC MATERIAL.
- THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING THE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE..
- EXISTING MANHOLES AND INLETS SCHEDULED TO REMAIN SHALL BE THOROUGHLY CLEANED BY REMOVING ALL DEBRIS AND SEDIMENTS, AND THE INTERIOR SHALL BE SEALED WITH AN APPROVED NON--TOXIC BITUMASTIC SEALANT.
- ELEVATIONS AND OFFSETS SHOWN AT DRAINAGE STRUCTURES REFER TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- RADI ON CURB RETURNS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN THE PUBLIC WORKS DEPARTMENT MANUAL, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE FDOT DESIGN STANDARDS.
- THE LOCATION OF SOME DRIVEWAYS IS APPROXIMATE. VERIFICATION OF EXACT LOCATION AND DIMENSIONS IS RECOMMENDED.
- COMPLETE AS--BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF FOUNDATIONS, ELECTRIC VEHICLE CHARGING STATIONS. CONDUITS, LOAD CENTER, PULL BOXES, ETC. SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL ELEVATIONS SHALL BE TAKEN BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS.
- DESIGN WATER TABLE ELEVATION:EL 4.5", N.G.V.D. 29.
- MIAMI--DADE COUNTY FLOOD CRITERIA ELEVATION: FLOOD ZONE X (AREA OF MINIMUM FLOOD ZONE HAZARD), PER MIAMI--DADE COUNTY FLOOD ZONES GIS MAP.
- ANY SOLID WASTE ENCOUNTERED SHALL BE REMOVED FROM THE AREAS OF PROPOSED CHARGING STATION CONSTRUCTION. IF SOLID WASTE/CONTAMINATED SOILS IS FOUND CONTRACTOR SHALL BE PROPERLY SEGREGATED, HANDLED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS AND DISPOSED OFFSITE TO A PERMITTED LANDFILL.
- CONTRACTOR SHALL INCLUDE IN THE PROJECT COSTS THE NECESSARY TREE TRIMMING REQUIRED FOR THE COMPLETION OF THE WORK. EXISTING TREES MUST BE PROTECTED FROM DAMAGE. NECESSARY TREE TRIMMING SHALL BE APPROVED BY THE ENGINNER AND THE DEPARTMENT PROJECT MANAGER PRIOR TO EXECUTION.

MIAMI--DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
CHARGING STATIONS FOR ELECTRIC VEHICLES
8000 SW 107TH AVE, MIAMI, FL 33173
PROJECT NO. EDP--SW--185408--22 SHEET _03_ OF _18_



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GREEN DADE, INC.
7220 SW 12TH ST
MIAMI, FLORIDA 33144
EDMUNDO RODRIGUEZ, P.E. NO. 91400

BID SET 7/23/2024



GREEN DADE, INC.
EDMUNDO RODRIGUEZ, P.E.
P.E. LICENSE NO. 91400
7220 SW 12TH ST
MIAMI, FLORIDA 33144
PHONE: 786-487-4596

	NAME	DATE		NAME	DATE
DESIGNED BY			DRAWN BY		
CHECKED BY			CHECKED BY		
SUPERVISED BY:					

MIAMI--DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
2525 NW 62 AVENUE, MIAMI, FLORIDA 33147

G--001

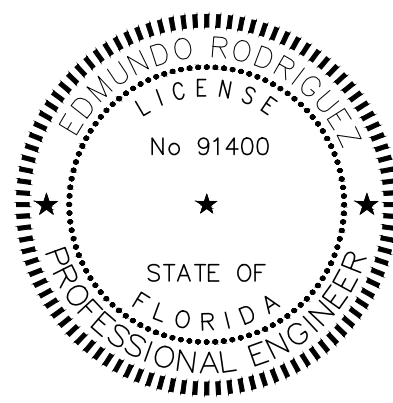
GENERAL NOTES

Dated: November 10, 2023

ORIGINAL SHEET SIZE 34" X 22"

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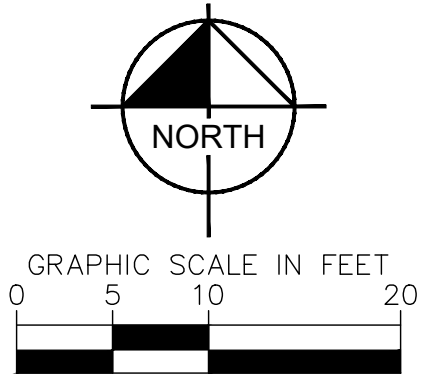


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GREEN DADE, INC.
7220 SW 12 STREET
MIAMI, FLORIDA 33144
EDMUNDO RODRIGUEZ, P.E. NO. 91400

A PROJECT LOCATION PLAN
E-101



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GREEN DADE, INC.
EDMUNDO RODRIGUEZ, P.E.
P.E. LICENSE NO. 91400
7220 SW 12TH ST
MIAMI, FLORIDA 33144
PHONE: 786-487-4596

DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE
CHECKED BY			CHECKED BY		
SUPERVISED BY:					

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT
2525 NW 62 AVENUE, MIAMI,
FLORIDA 33147

G-002

PROJECT LOCATION PLAN

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CIVIL GENERAL NOTES:

1. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.

2. THE CONTRACTOR SHALL EMPLOY THE SERVICES OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO ESTABLISH THE PROPOSED STRUCTURES, PIPELINES, RIGHT-OF-WAY LINES, BASE LINES, BENCH MARKS (ELEVATION), CENTER LINES AND STATIONING AS REQUIRED TO CONSTRUCT THIS PROJECT.

3. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, OTHER FEATURES AND PROPOSED FUTURE WORK ARE SHOWN TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THERE MAY BE OTHER IMPROVEMENTS WITHIN THE PROJECT AREA WHICH ARE NOT SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO BIDDING TO VERIFY THE EXACT LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THESE PLANS) AFFECTING HIS WORK. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.

4. CONTRACTOR IS ADVISED THAT THE UTILITIES SHOWN HEREIN ARE BASED ON FIELD INVESTIGATION AND LIMITED AS-BUILT RECORDS THAT OFTEN DO NOT SHOW THE CORRECT HORIZONTAL OR VERTICAL LOCATION OF SOME UTILITIES (I.E.: COMMUNICATIONS, ELECTRICAL, GAS, WATER, SEWER AND OTHERS). HORIZONTAL LOCATION OF UTILITIES IS BASED ON REASONABLE ASSUMPTIONS AND SOME UTILITIES HAVE BEEN ASSUMED TO HAVE BETWEEN 3 AND 4 FEET OF COVER. THE ENGINEER NOR THE OWNER ASSUME ANY RESPONSIBILITY OVER THE ACCURACY OF THE LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN. THE ENGINEER IS NOT LIABLE FOR ANY UTILITY CONFLICTS AND UNKNOWNNS THAT ARE DISCOVERED DURING CONSTRUCTION. THE CONTRACTOR IS ADVISED TO PERFORM WHATEVER INVESTIGATION IS DEEMED NECESSARY TO REACH THEIR OWN CONCLUSIONS REGARDING THE EXACT LOCATION OF UTILITIES. WHERE A UTILITY IS ENCOUNTERED TO BE IN CONFLICT WITH THE PROPOSED WORK THE CONTRACTOR SHALL ADJUST THE ALIGNMENT AND ELEVATION OF THE PIPE ACCORDINGLY. ANY DEVIATIONS FROM APPROVED PLANS SHALL BE APPROVED IN WRITING BY MDAD OR THE ENGINEER OF RECORD.

5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTIONS AND SHALL BE RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF SAID PERMITS.

6. CONTRACTOR IS ADVISED TO HAND EXCAVATE AROUND AREAS WHERE EXISTING UNDERGROUND UTILITIES ARE EXPECTED OR SUSPECTED IN ORDER TO AVOID DAMAGES.

7. THE CONTRACTOR SHALL PROVIDE AT LEAST FORTY EIGHT (48) HOURS NOTICE TO ALL EXISTING UTILITY COMPANIES IN ORDER TO ALLOW FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL" 48 HOURS PRIOR TO OPERATIONS AT 1-800-432-4770.

8. THE FOLLOWING UTILITY COMPANIES/AGENCIES SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF EXCAVATION IN AREA, THERE MAY BE OTHER EXISTING UTILITIES IN THE AREA WHICH ARE NOT SHOWN ON THE PLANS DUE TO FAILURE OF THESE UTILITIES TO RESPOND TO OUR REQUEST FOR INFORMATION:

- DADE COUNTY PUBLIC WORKS AND TRAFFIC---

- FPL DADE -----

- COMCAST -----

- MIAMI DADE WATER & SEWER DEPT. -----

- AT&T -----

- FLORIDA CITY GAS -----

305-412-0891 X 201

305-568-6403

786-586-8505

786-268-5320

888-617-7238

561-755-0172

9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN WHAT IS SHOWN HEREIN AND ACTUAL CONDITIONS DISCOVERED DURING CONSTRUCTION.

10. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM A COMBINATION OF GIS LIDAR DATA, AVAILABLE AS-BUILT INFORMATION AND THE TOPOGRAPHIC SURVEY BY:

LONGITUDE SURVEYORS

EDUARDO M. SUAREZ, PSM

PROFESSIONAL SURVEYOR AND MAPPER,

NO. 6313 STATE OF FLORIDA

SURVEY DATE: 05/05/2023

11. ALL ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) 1929.

12. EXISTING BENCHMARKS LOCATED WITHIN THE LIMITS OF CONSTRUCTION SHALL NOT BE DISTURBED. IN THE EVENT THAT A BENCHMARK IS DISTURBED THEY SHALL BE REPLACED UPON COMPLETION OF THE PROJECT.

13. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES AND PROVIDE PROTECTION FROM DAMAGE, DISRUPTION OF SERVICE OR DESTRUCTION.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING NECESSARY MEASURES TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.

15. ALL WORK AND MATERIALS SHALL CONFORM TO APPLICABLE STANDARDS FROM MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT AND FDOT SPECIFICATIONS AND DETAILS, AS WELL AS ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.

16. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THIS PROJECT SHALL CONFORM TO THE LATEST EDITIONS OF FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND FDOT STANDARDS.

17. WHERE PAVEMENT DEMOLITION IS REQUIRED, THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION TO PROTECT AND PREVENT DAMAGE TO ADJACENT STRUCTURES AND PAVEMENTS TO REMAIN. LIMITS OF PAVEMENT DEMOLITION SHALL BE PERFORMED IN A NEAT, STRAIGHT LINE BY SAW-CUTTING.

18. ANY DISTURBED SIDEWALK, PAVERS AREA, LANDSCAPE AND SWALES AREAS THAT ARE NOT WITHIN THE LIMITS OF RECONSTRUCTION SHALL BE RESTORED TO EXISTING OR BETTER CONDITIONS.

19. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES CONTAINED WITHIN THE CONTRACT SPECIFICATIONS OR AS REQUIRED BY MIAMI-DADE COUNTY OR ANY OTHER REGULATORY AUTHORITY. THE CONTRACTOR SHALL ALSO PROVIDE ANY ADDITIONAL EROSION CONTROL MEASURES (E.G. HYDROSEEDING, MULCHING OR STRAW, SAND BAGGING, DIVERSION DITCHES, ETC.) DICTATED BY FIELD CONDITIONS TO PREVENT EROSION OR THE INTRODUCTION OF DIRT, MUD, OR DEBRIS INTO EXISTING PUBLIC STREETS, WATERWAYS, OR ONTO ADJACENT PROPERTIES DURING ANY PHASE OF CONSTRUCTION OPERATIONS.

20. ALL CONSTRUCTION DEBRIS SHALL BE PROPERLY DISPOSED OFF-SITE AT THE CONTRACTORS EXPENSE.

21. ALL DEFECTIVE WORK THAT DOES NOT CONFORM WITH PLANS, PERMITS AND/OR LOCAL REGULATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

22. WORK PERFORMED UNDER THIS CONTRACT SHALL NO BE CONSIDERED COMPLETE UNTIL ALL REQUIRED DOCUMENTS HAVE BEEN SUBMITTED TO THE OWNER.

23. ALL MAINTENANCE OF TRAFFIC OPERATIONS SHALL BE IN ACCORDANCE WITH CURRENT FDOT STANDARD INDEXES (600 SERIES), THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND ALL OTHER LOCAL, STATE APPLICABLE REQUIREMENTS.

24. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION COORDINATION MEETING WITH EACH OF THE AFFECTED STAKEHOLDERS IN ADJACENT PROPERTIES THAT COULD BE AFFECTED BY CONSTRUCTION RELATED ACTIVITIES.

ABBREVIATIONS (ALL ABBREVIATIONS ARE NOT UTILIZED):	
(C)	CALCULATED DATA
(M)	MEASURED (ON FIELD)
(R)	RECORD DATA
600	NAIL 600
A	ASSUMED
AB	AS-BUILT
AC	ADDRESS
ACP	ASBESTOS CEMENT PIPE
ADAP	ADAPTER
ADJ	ADJUSTMENT
AKA	ALSO KNOWN AS
APP	APPARENT
APPROX	APPROXIMATE
ARV	AIR RELEASE VALVE
AVE	AVENUE
AVV	AIR AND VACUUM VALVE
B	BELL
BE	BURIED ELECTRIC
BC	BACK OF CURB
BFO	BURIED FIBER OPTIC
BFP	BACKFLOW PREVENTOR
BFV	BUTTERFLY VALVE
BJ	BREAK JOINT
BL	BASE LINE
BLVD	BOULEVARD
BM	BENCH MARK
BNCH	BENCH
BO	BLOW OFF
BOT	BOTTOM
BP	BALLARD POST
BT	BURIED TELEPHONE
BUTT V	BUTTERFLY VALVE
(C)	CALCULATED
C&G	CURB AND GUTTER
CAV	COMBINATION AIR/VACUUM VALVE
CB	CATCH BASIN
CBS	CONCRETE BLOCK & STUCCO
CB #	CORE BORING #
CC	CENTER TO CENTER
CIP	CAST IRON PIPE
CL	CENTERLINE OR CLEAR
CLE	CHAINLINK FENCE
CLP	CONCRETE LIGHT POLE
CLR	CLEARANCE
CLR	CENTERLINE OF RAILROAD
CO	CORRUGATED METAL PIPE
COM	CITY OF MIAMI
CONC	CONCRETE
COND	CONDUIT
CONN	CONNECTION
CORP	CORPORATION
CP	CAMERA POST
CPP	CONCRETE POWER POLE
CR	COUNTY ROAD
CU YD	CUBIC YARD
CY	CUBIC YARD
D=	DIAMETER EQUALS
D	DIAMETER
DCR	MIAMI-DADE COUNTY PUBLIC RECORDS
DEPT	DEPARTMENT
DET	DETAIL
DI	DUCTILE IRON
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DIV	DIVISION
DMH	STORM DRAIN MANHOLE
DOT	DEPARTMENT OF TRANSPORTATION
DR	DRIVE
DWG	DRAWING
DWY	DRIVEWAY
E	EAST OR EASTING
E-W	EAST-WEST
EASMT	EASEMENT
EB	ELECTRIC BOX
EHH	ELECTRIC HAND HOLE
EL	ELEVATION
ELEC	ELECTRIC
ELEV	ELEVATION
ELLIP	ELLIPTICAL
EP OR EOP	EDGE OF PAVEMENT
ER	EDGE OF ROAD
EV	ELECTRIC VEHICLE
EW	EACH WAY

EX. EXIST	
FB	FULL BEVEL
FB #	FIELD BOOK #
FV	FIELD VERIFIED
FH	FIRE HYDRANT
FLG	FLANGED - FLANGE
FM	FORCE MAIN
FND	FOUND
FO	FLANGED OUTLET
FOC	FIBER OPTIC CABLE
FPL	FLORIDA POWER LIGHT
FT	FEET
FTG	FOOTING
FVO	FLASHING VALVE OUTLET
G	GAS
GA	GAUGE
GALV	GALVANIZED
GIP	GALVANIZED IRON PIPE
GVE	GENERAL TELEPHONE ELECTRIC
GM	GROSS MILE
H=	HEIGHT EQUALS
HB	HALF BEVEL
HBJ	HORIZONTAL BREAK JOINT
HDD	HORIZONTAL DIRECTIONAL DRILL
HOPE	HIGH DENSITY POLYETHYLENE
HFD	HORIZONTAL FULL BEVEL
HFB	HORIZONTAL HALF BEVEL
HL	HORIZONTAL LENGTH
HORIZ	HORIZONTAL
HWY	HIGHWAY
ID	IDENTIFICATION
IE	INVERT ELEVATION
INT	INTERCEPTOR
INV	INVERT
IP	IRON PIPE
IR	IRRIGATION
JO	JURISDICTIONAL LINE
LAT	LATERAL
LB	LICENSED BUSINESS
LBS	POUNDS
LGTH	LENGTH
LL	LAID LENGTH
LN	LINE
LOC	LOCATION
LP	LIGHT POLE
LT	LEFT
MANV	MANUAL AIR RELEASE VALVE
MAVV	MANUAL AIR & VACUUM VALVE
MAX	MAXIMUM
MB	MAIL BOX
MES	MITERED END SECTION INVERT
MH	MANHOLE
MHW	MEAN HIGH WATER
MIN	MINIMUM
MISC	MISCELLANEOUS
NJ	MECHANICAL JOINT
NL	MONUMENT LINE / METAL LID
NLW	MEAN LOW WATER
MTR	METER
N	NORTH(ING)
N/A	NOT APPLICABLE
N-S	NORTH-SOUTH
NAD83/90	NORTH AMERICAN DATUM 1983 (1990 ADJ)
NE	NORTHEAST
NGVD	NATIONAL GEODETIC VERTICAL DATUM, 1929
NIC	NOT IN CONTRACT
NIP	NIPPLE
NO	NUMBER
N/S	NOT SHOWN
NTS	NOT TO SCALE
NW	NORTHWEST
OHV	OVERHEAD WIRE
OHL	OVERHEAD LINE
ORB	OFFICIAL RECORDS BOOK
OC	ON CENTER
O/S	OFFSET
OSW	OTHER SURFACE WATER
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCCP	PRESTRESSED CONCRETE
PL	PLAIN END
PG	PAGE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE

PP	POWER POLE
PBO	PERMANENT BLOW-OFF
PV	PLUG VALVE
PS	PUMP STATION
PO	PUSH ON
PROP	PROPOSED
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PWMT	PAVEMENT
QTY.	QUANTITY
R	RADIUS
RCOP	REINFORCED CONCRETE PIPE
RD	ROAD
RE	RIM ELEVATION
RED	REDUCER
REQD	REQUIRED
RES	RESIDENCE
REST	RESTRAINED
REST. J.	RESTRAINED JOINT
REV	REVISED / REVISION
RGE	RANGE
RR	RAILROAD
RT	RIGHT
ROM	ROTATED
ROT	ROTATED
ROW-RW-R/W	RIGHT OF WAY
RWGV	RESILIENT WEDGE GATE VALVE
S	SOUTH / SPIGOT
S=	SPREAD EQUALS
SAN	SANITARY SEWER
SE	SOUTHEAST
SEC	SECTION
SH	SHORT
SHT	SHEET
SL	SECTION LINE
SLV	SLEEVE
SMH	SANITARY SEWER MANHOLE
SPK	SPRINKLER
SO	SQUARE
SO FT	SQUARE FEET
SR	STATE ROAD
SS	STORM SEWER
ST	STREET
STA	STATION
STL P	STEEL PIPE
S/W	SOUTHWEST
SW	SIDEWALK
TAP GLV	TAPPING SLEEVE
TAP V	TAPPING VALVE
TB	TELEPHONE BOX
TBM	TEMPORARY BENCH MARK
TMH	TELECOM MANHOLE
TOB	TOP OF BANK
TOP	TOP OF PIPE
TEL	TELEPHONE
TEL BOX	TELEPHONE BOX
TFO	TAPPING FLANGE OUTLET
TL	TRAFFIC LIGHT
TOP	TOP OF PIPE
TR	THRUST RESISTANT
TRANS P	TRANSITE PIPE
TS&V	TAPPING SLEEVE & VALVE
TWP	TOWNSHIP
TYP	TYPICAL
VV	VALVE VAULT
VY	UNKNOWN
UNK	UNKNOWN
UP	UTILITY POLE
UTIL	UTILITY
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VVH	VERIFIED VERTICALLY AND HORIZONTALLY
W	WEST
WTH	WITH
W/O	WITHOUT
WLP	WOOD LIGHT POLE
WM	WATER MAIN
W MTR	WATER METER
WSP	WOOD POWER POLE
WV	WATER VALVE
WW	WET WELL

SUMMARY OF QUANTITIES (CIVIL)			
RELATED FDOT PAY ITEM NO.	DESCRIPTION	QTY.	UNITS
102-01	MAINTENANCE OF TRAFFIC OPERATIONS	1	LS
104-99	EROSION AND SEDIMENT CONTROL	1	LS
110-004	CLEARING AND GRUBBING AND DISPOSAL OF CONCRETE	1	LS
*999-99-01	CONCRETE WHEEL STOPS (GREEN)	10	EA
337-7	1 1/2" ASPHALTIC CONCRETE FC 9.5 (11,000 SQFT)	34	TONS
*999-99-02	CLEANING AND SEALING JOINTS IN ASPHALT (QTY. ESTIMATED)	1,000	LF
710-90	PAVEMENT MARKINGS (EV CHARGER)	10	EA
711-16-101	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE SOLID, 6"	340	LF
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	0	EA
519-78	BOLLARD 6" W/ SLEEVES	9	EA
700-01-040	SINGLE POST SIGN, INSTALL	10	EA

*NON-FDOT PAY ITEM. ITEMS ADDED FOR BIDDING PURPOSES. CONTRACTOR TO REFER TO PLANS FOR DETAILS AND SPECS

BID SET 7/23/2024

R E V I S I O N S								
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Delta Consultants, LLC
MARIANA EVORA, P.E.
P.E. LICENSE NO. 86167
4841 NW 1ST AVE
MIAMI, FLORIDA 33127
PHONE: 305-240-9932

NAME	DATE	NAME	DATE
DESIGNED ME	07/08/23	DRAWN BY	07/08/23
CHECKED BY		CHECKED BY	
SUPERVISED BY:			

MIAMI-DADE COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

2525 NW 62 AVENUE, MIAMI, FLORIDA 33147

C-101

CIVIL GENERAL NOTES

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
CHARGING STATIONS FOR ELECTRIC VEHICLES
8000 SW 107TH AVE, MIAMI, FL 33173
PROJECT NO. EDP-SW-185408-22 SHEET ____ OF ____

MARIANA EVORA
LICENSE
No 86167
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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ON THE DATE ADJACENT TO THE SEAL

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DELTA CONSULTANTS LLC
4841 NW 1ST AVE,
MIAMI, FL 33127
MARIANA EVORA P.E. FL 86167

811

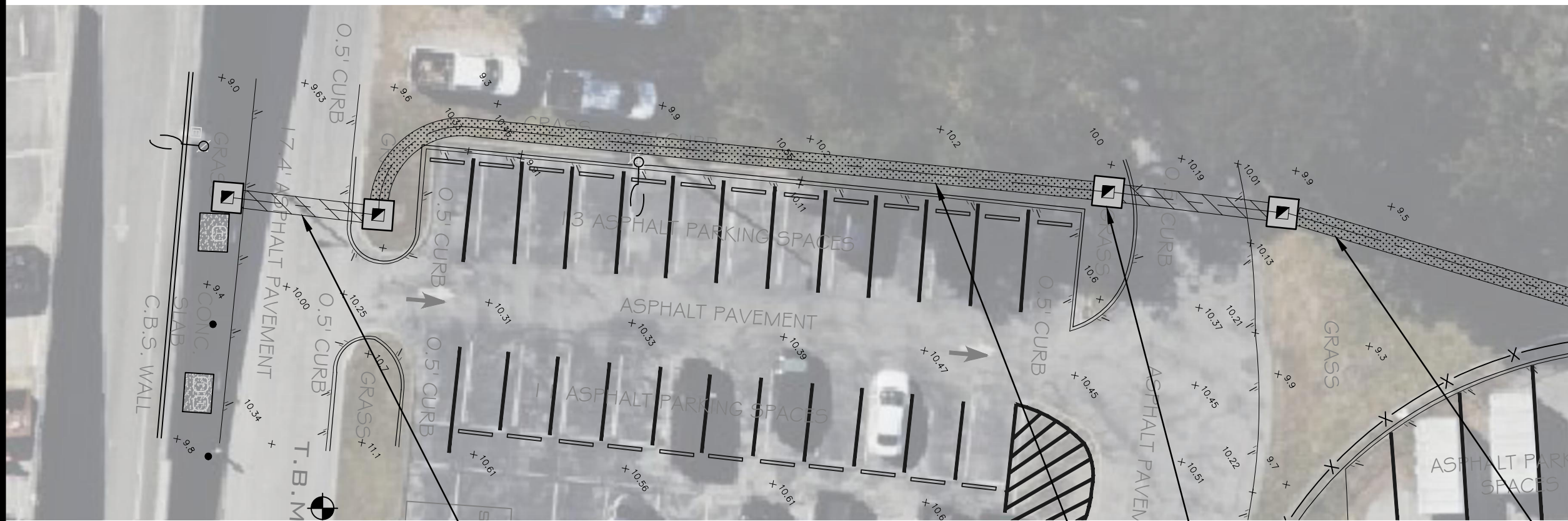
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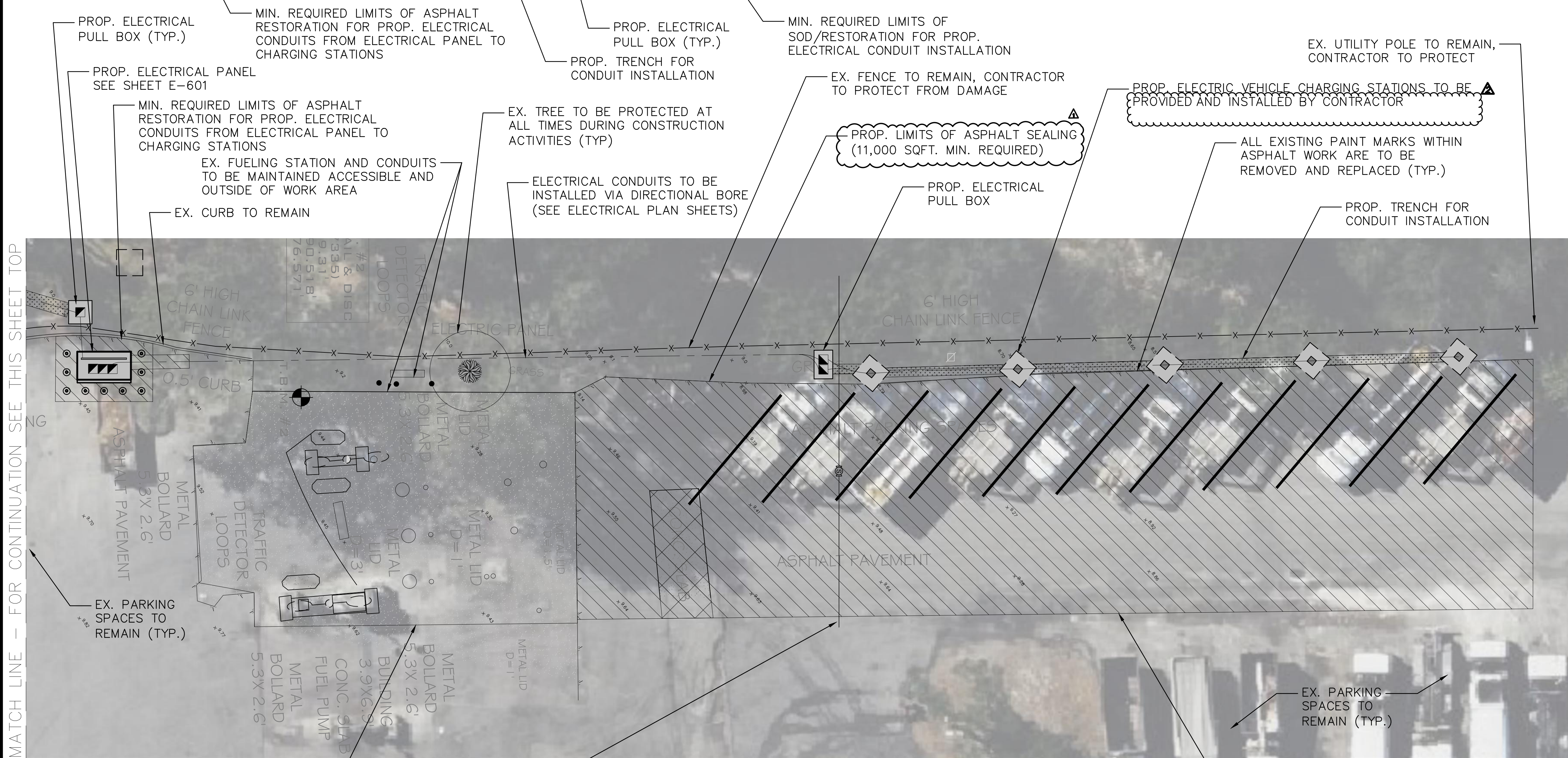
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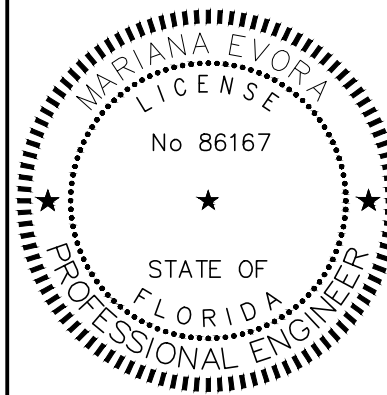
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THIS SHEET BOTTOM LEFT



A SITE DEMO AND PROP PAVEMENT RESTORATION
C-101
SCALE: 1" = 10'



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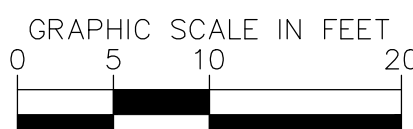
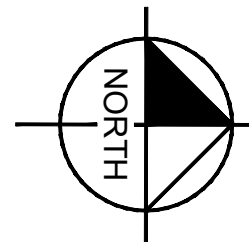
DELTA CONSULTANTS LLC
4841 NW 1ST AVE,
MIAMI, FL 33127
MARIANA EVORA P.E. FL 86167

LEGEND

- EX. TREES/PALMS TO REMAIN
- EX. CONCRETE TO BE REMOVED
- LIMITS OF TRENCH RESTORATION FOR ELECTRICAL CONDUITS
- PROP. LIMITS OF ASPHALT SEALING AND OVERLAY

NOTES:

- ALL ASPHALT CRACKS WITHIN THE PROPOSED LIMITS OF ASPHALT SEALING SHALL BE CLEANED AND SEALED UTILIZING HOT-POURED TYPE SEALANT IN ACCORDANCE WITH THE LATEST VERSION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARDS.
- CAUTION: THERE ARE ADDITIONAL UTILITIES WITHIN THE SITE THAT ARE NOT SHOWN AS THERE ARE NO RECORDS OF SUCH FACILITIES. THE CONTRACTOR IS REQUIRED TO HAND DIG FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS TO AVOID DAMAGING ANY EXISTING INFRASTRUCTURE.
- ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT STANDARD SECTION 711 - THERMOPLASTIC PAVEMENT MARKINGS.
- AS PART OF THIS WORK THERE ARE NO MODIFICATIONS TO THE EXISTING PARKING LAYOUT
- ALL IMPACTED AREAS ARE TO BE COMPLETELY RESTORED TO EXISTING OR BETTER CONDITIONS OR AS SPECIFIED IN PLANS
- ASPHALT SURFACE OVERLAY SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD 337 - ASPHALT CONCRETE FRICTION COURSES. ASPHALT SHALL BE FC-9.5, SURFACE PREPARATION AND TACK COAT SHALL BE AS DIRECTED IN FDOT STANDARD 300 PRIME AND TACK COAT.
- MIN. ASPHALT AREA TO BE RESTORED AND SEAL COATED IS APPROXIMATELY 11,000 SQFT



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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
04/04/24	ME	ADDED A NOTE TO INCLUDE ESTIMATED QUANTITIES FOR ASPHALT REPAIRS	08/19/24	ME	EV CHARGERS BY CONTRACTOR

Delta Consultants, LLC
MARIANA EVORA, P.E.
P.E. LICENSE NO. 86167
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PHONE: 305-240-9932

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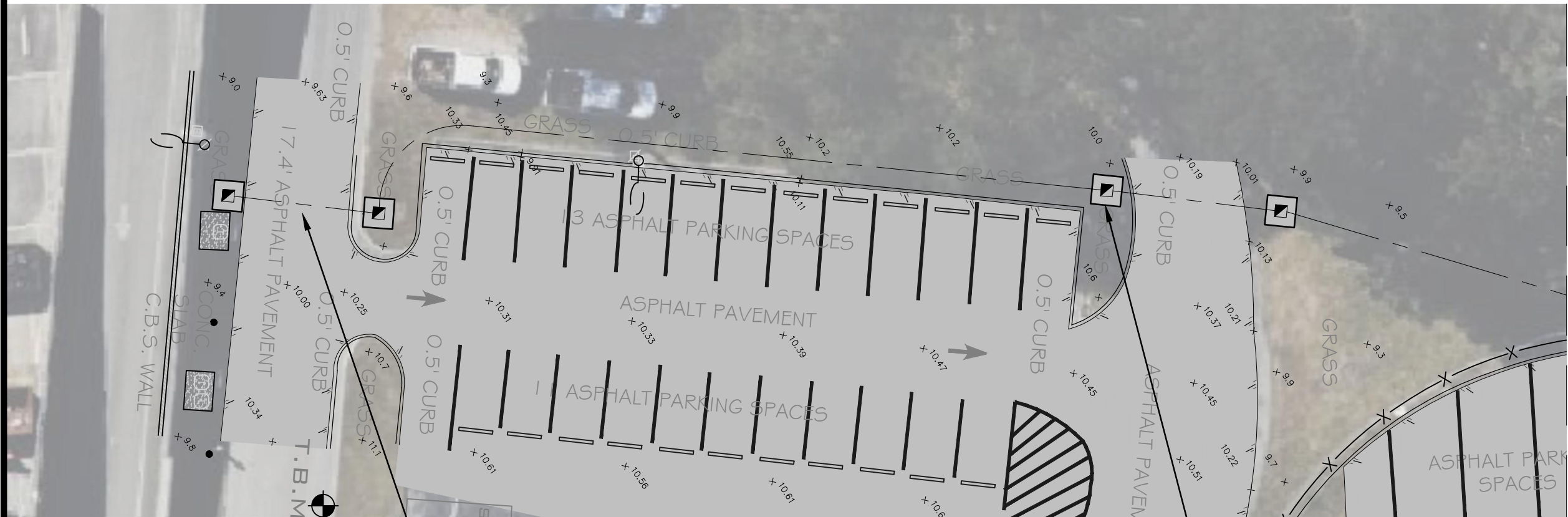


C-102

**CIVIL DEMOLITION AND
PROPOSED PLAN**

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FOR CONTINUATION SEE
THIS SHEET BOTTOM LEFT

PROP. UNDERGROUND ELECTRICAL
CONDUIT TO CHARGING STATIONS

PROP. ELECTRICAL
PULL BOX (TYP.)

PROP. ELECTRICAL PULL BOX,
SEE ELECTRICAL PLAN SHEETS

PROP. ELECTRICAL SLAB SEE
ELECTRICAL DETAIL SHEETS

PROP. ELECTRICAL PANEL AND
SUPPORT STRUCTURE. SEE
ELECTRICAL DETAIL SHEETS

PROP. 6" BOLLARD 4' O.C.
W/ BOLLARD YELLOW
SLEEVE COVER SEE
DETAIL SHEET C-104

PROP. UNDERGROUND ELECTRICAL
CONDUIT TO CHARGING STATIONS
SEE ELECTRICAL PLAN SHEETS

PROP. ELECTRIC VEHICLE
PAVEMENT MARKING (TYP.10)
SEE DETAIL SHEET C-104

15.7' X 30' EV PARKING
SPACES SEE DETAIL
SHEET C-104 (TYP.10)

PROP. CONCRETE WHEELSTOPS
(TYP. 10)SEE DETAIL SHEET
C-104

PROP. ELECTRICAL PULL BOX,
SEE ELECTRICAL PLAN SHEETS

PROP. "ELECTRIC
VEHICLE ONLY"
PARKING SIGN, SEE
DETAIL SHEET C-104

PROPOSED 6" WHITE
SOLID LINE FOR
PARKING SEPARATORS
(TYP.11) SEE DETAIL
SHEET C-104

PROP. ELECTRICAL
VEHICLE CHARGERS
(TYP. 5) SEE
ELECTRICAL PLAN
SHEETS

PROP. CONCRETE SLAB
FOR ELECTRICAL VEHICLE
CHARGER (TYP. 5) SEE
SHEET ELECTRICAL PLAN
SHEETS

POSSIBLE LOCATION OF
UNDERGROUND UTILITY

EX. PARKING
SPACES TO
REMAIN (TYP.)

B PROPOSED SITE PLAN
C-101 SCALE: 1" = 10'

BID SET 7/23/2024

REVISIONS							
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY
04/04/24	ME	ADDED A NOTE TO CLARIFY INTENDED USE OF EV CHARGING STATIONS					

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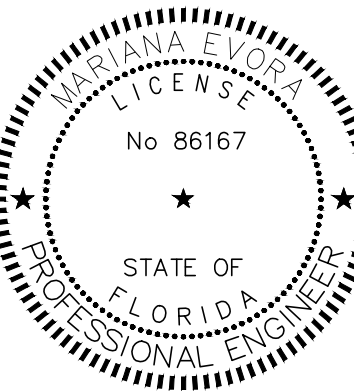
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MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT
2525 NW 62 AVENUE, MIAMI,
FLORIDA 33147

C-103

CIVIL PROPOSED SITE PLAN

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
CHARGING STATIONS FOR ELECTRIC VEHICLES
8000 SW 107TH AVE, MIAMI, FL 33173
PROJECT NO. EDP-SW-185408-22 SHEET OF



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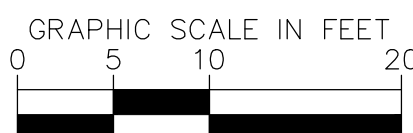
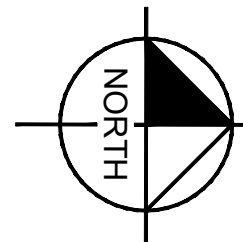
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LEGEND

- EX. TREES/PALMS TO REMAIN
- EX. CONCRETE TO BE REMOVED
- LIMITS OF TRENCH RESTORATION FOR ELECTRICAL CONDUITS
- PROP. LIMITS OF ASPHALT SEALING

NOTES:

- ALL ASPHALT CRACKS WITHIN THE PROPOSED LIMITS OF ASPHALT SEALING SHALL BE CLEANED AND SEALED UTILIZING HOT-POURED TYPE SEALANT IN ACCORDANCE WITH THE LATEST VERSION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARDS.
- ALL SIGNS, PAVEMENT MARKINGS SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATION SECTION 971 "COATINGS AND TRAFFIC MARKING MATERIALS".
- CONCRETE WHEEL STOPS SHALL BE PAINTED GREEN TO FURTHER IDENTIFY THE PARKING SPACE.
- ALL BOLLARDS SHALL BE COVERED WITH AN APPROVED YELLOW POLYETHYLENE BOLLARD SLEEVE.
- NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER OR THE OWNER.
- THE PROPOSED PARKING CONFIGURATION SEEKS TO REPLACE PARKING SPACES IN KING AND DOES NOT IMPACT THE NUMBER OF PARKING.
- CHARGING STATIONS TO BE CENTERED BETWEEN PARKING SPACES.
- PARKING SIGNS AND WHEELSTOPS TO BE CENTERED WITHIN PARKING SPACE (SEE SHEET C-104 FOR MEASUREMENTS).
- ELECTRIC VEHICLE CHARGING STATIONS ARE EXCLUSIVELY FOR DEPARTMENT OF SOLID WASTE MANAGEMENT ELECTRIC VEHICLE TRUCKS AT 3B SITE. THIS SITE IS NOT ACCESSIBLE TO THE PUBLIC. ADA PARKING SPACES ARE NOT REQUIRED FOR THE CHARGES INTENDED USE.

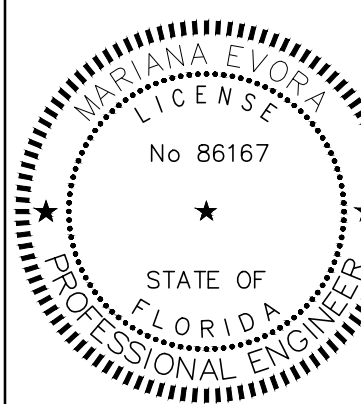


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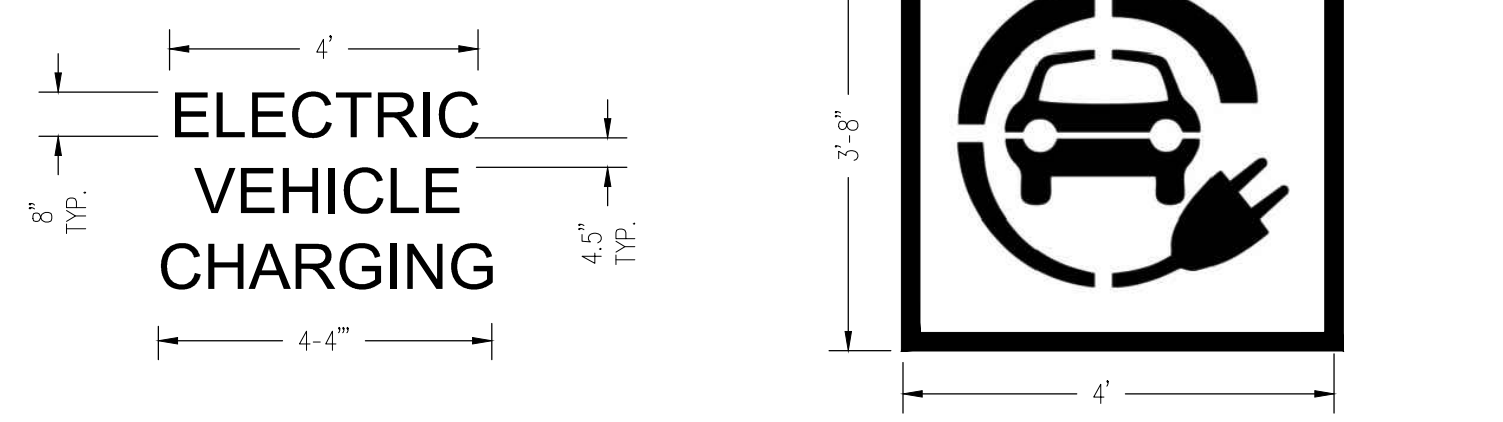
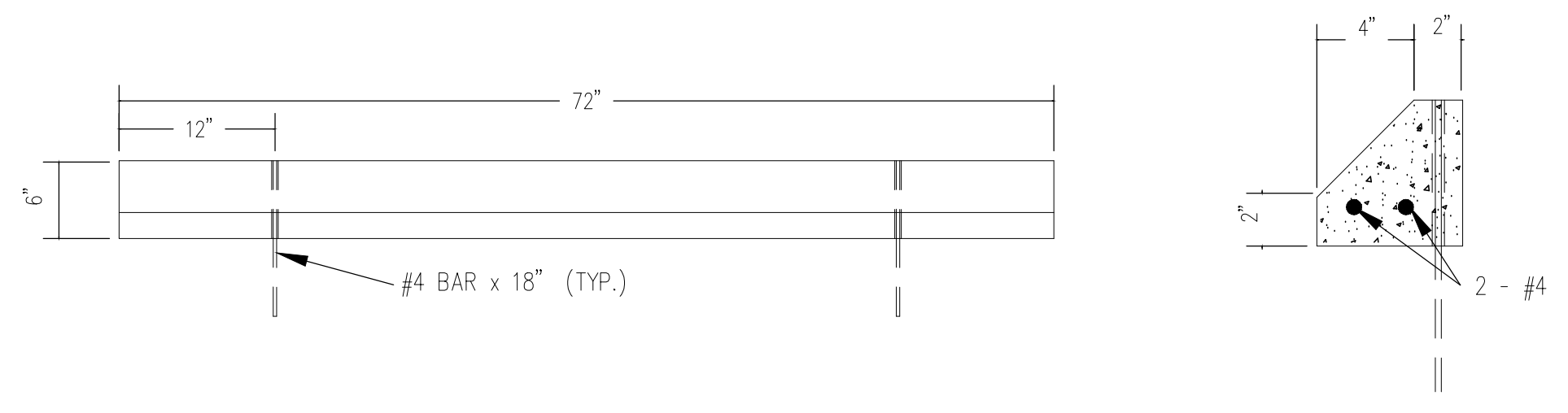
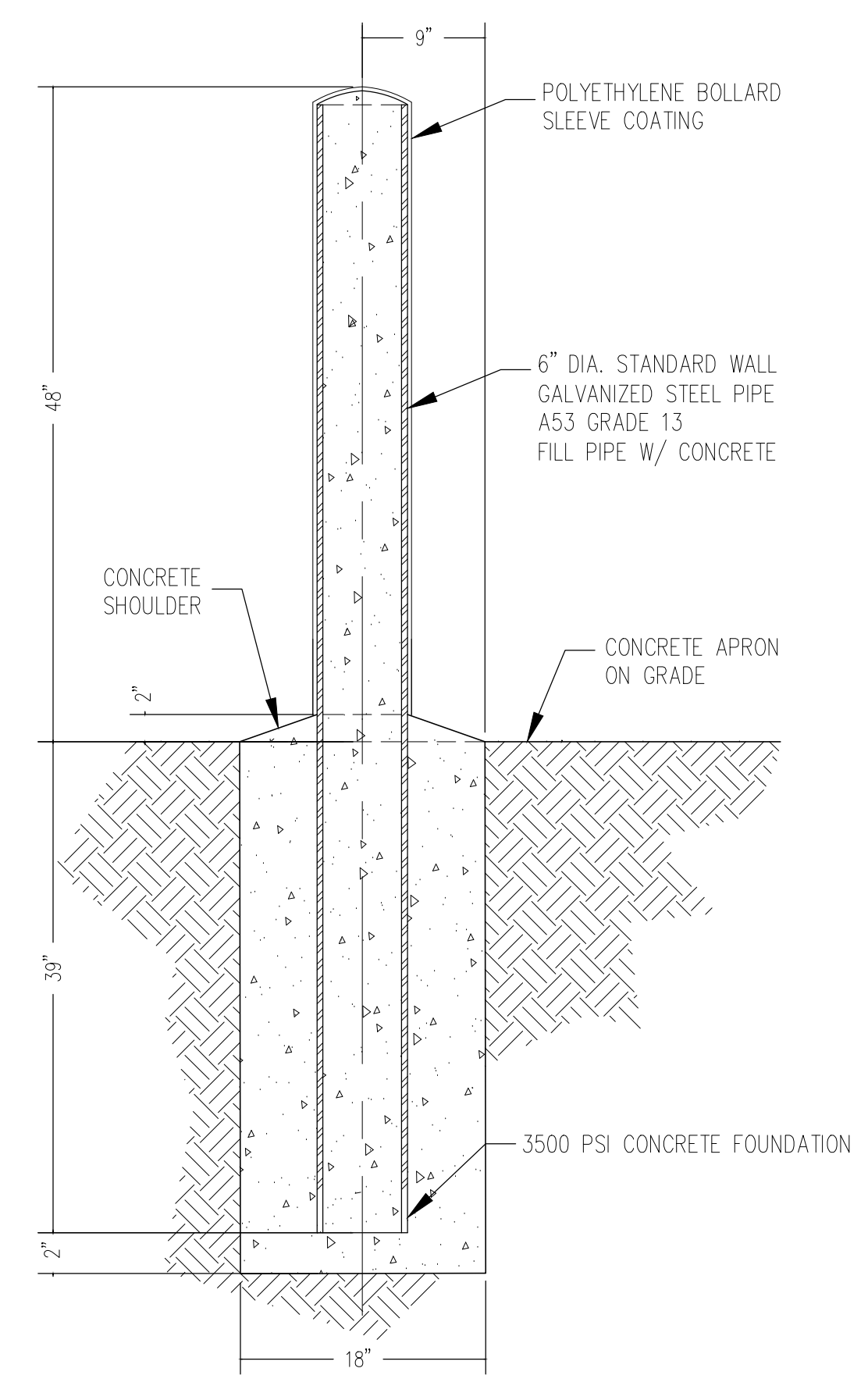
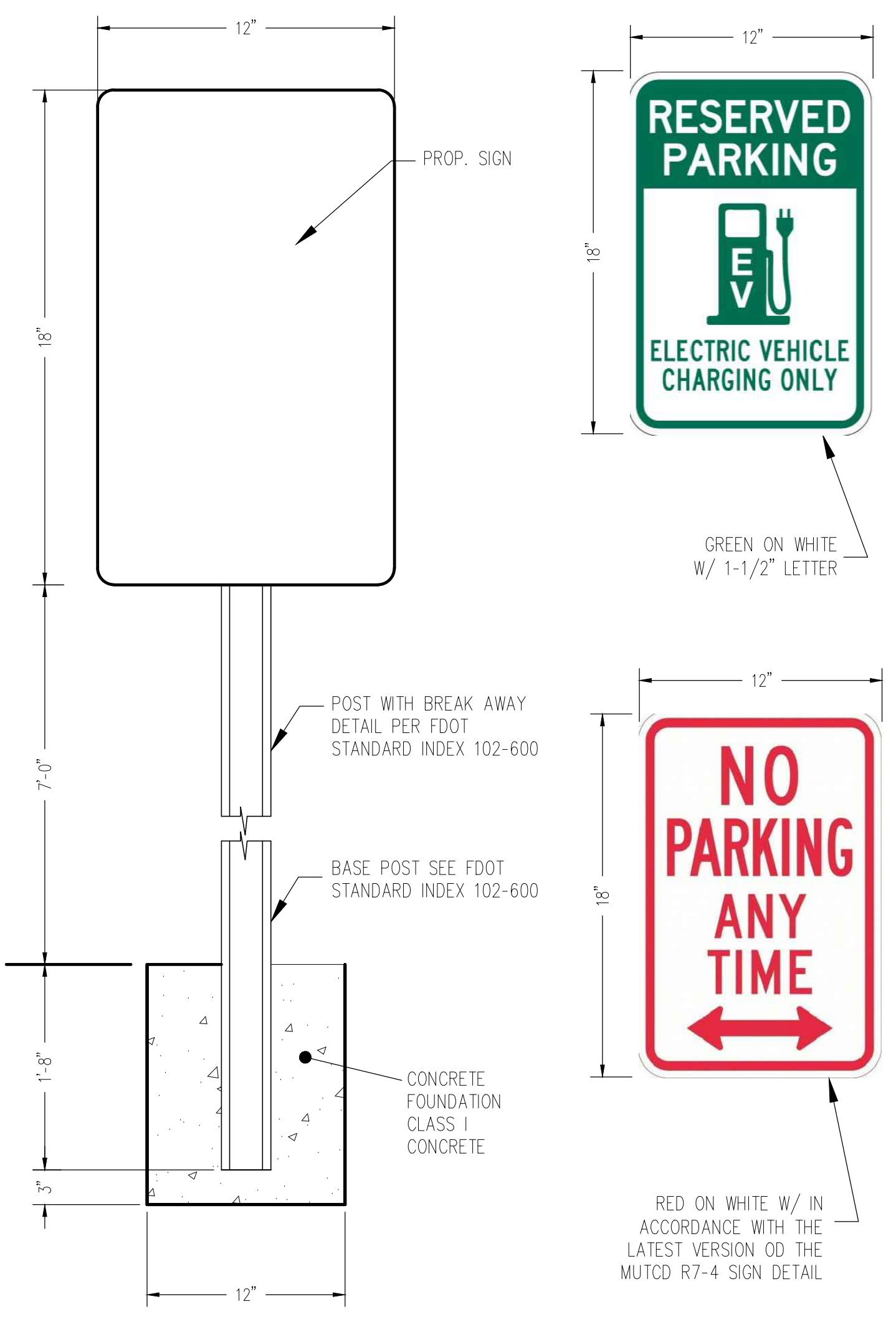
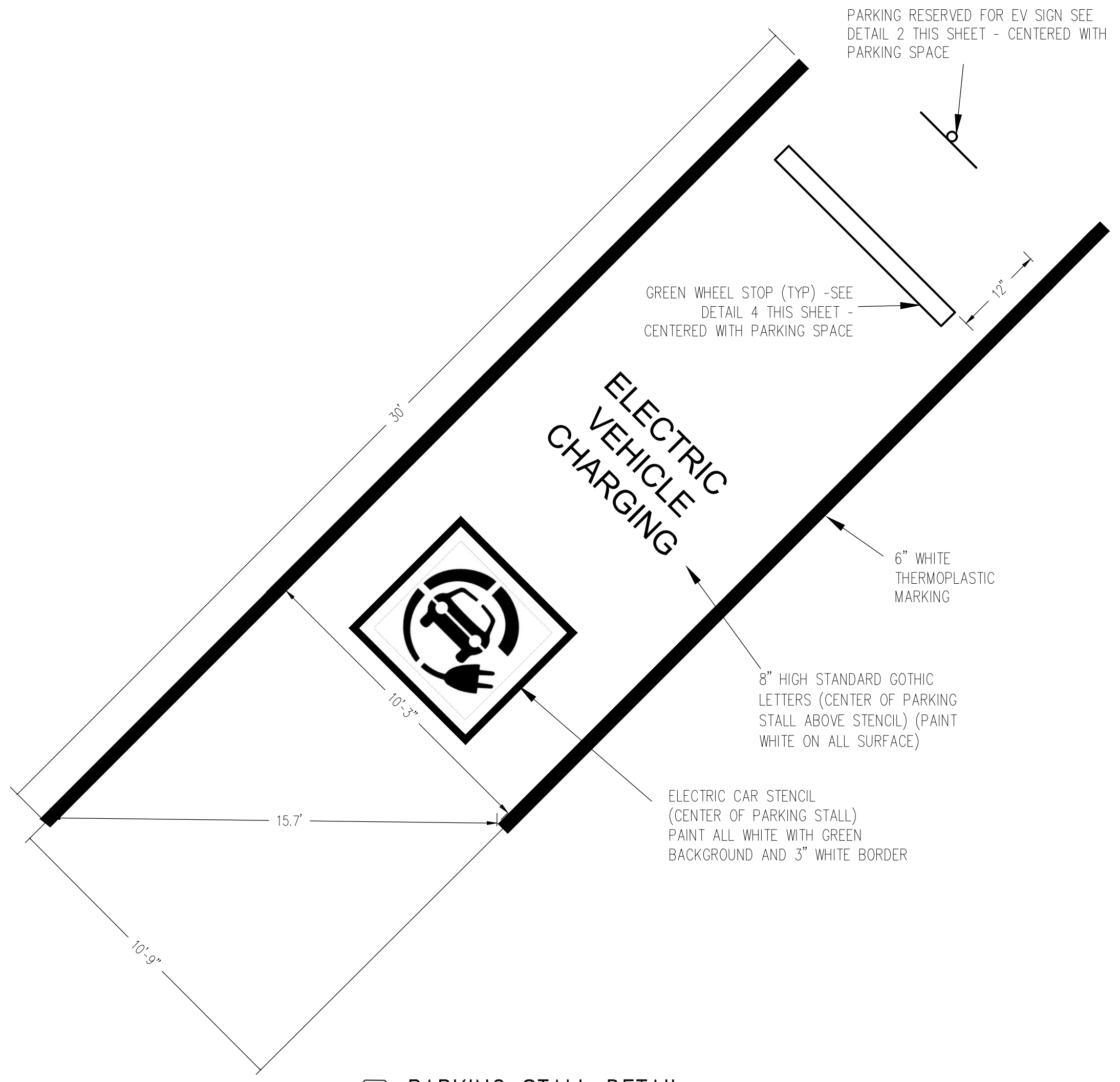
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 - NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER OR THE OWNER.
 - PARKING STALLS AT 45 DEGREES ANGLE FROM EXISTING DRIVEWAY



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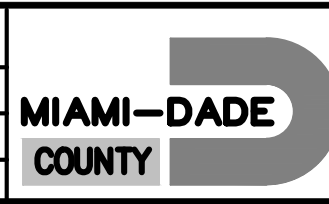
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MANAGEMENT

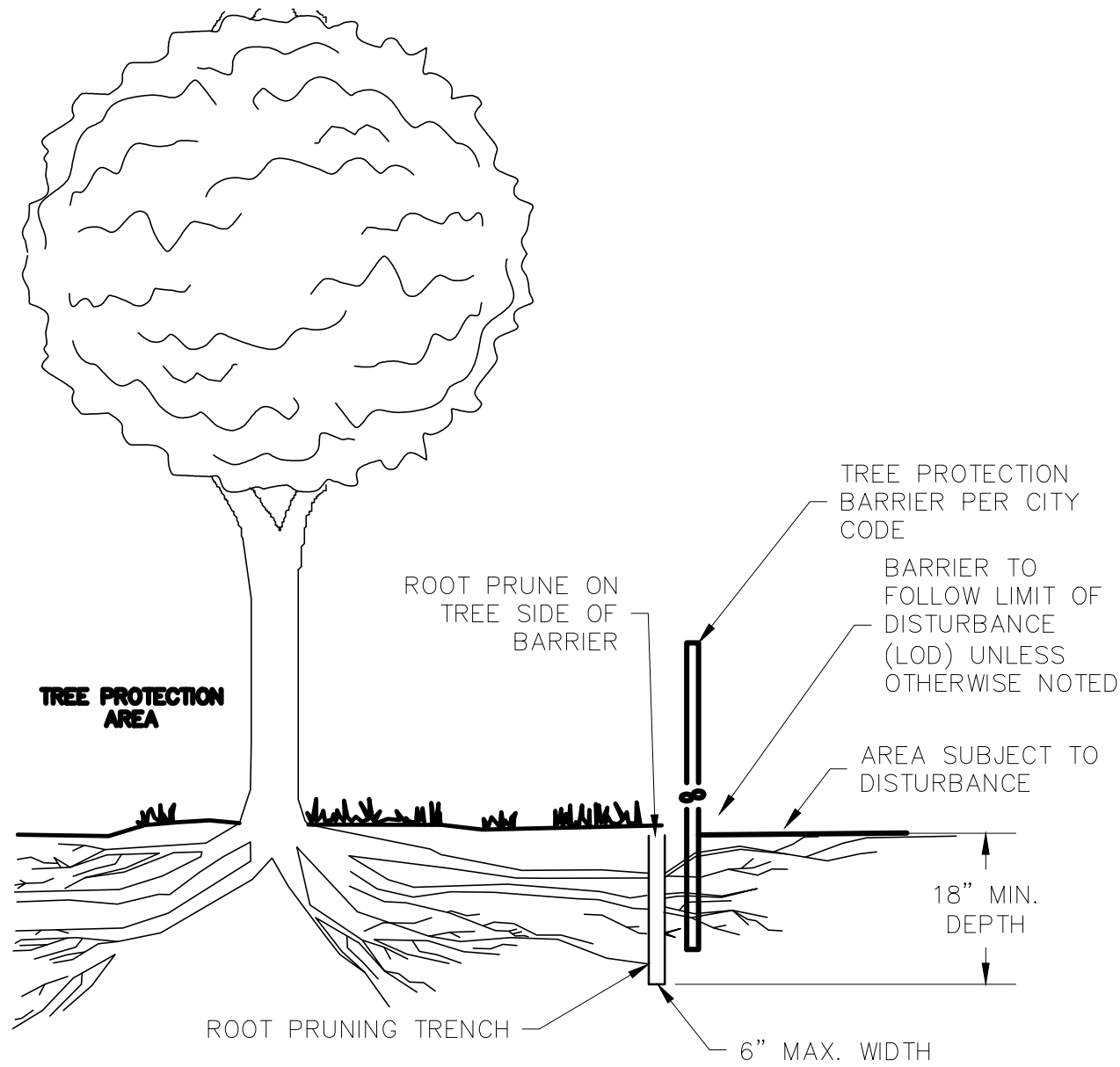
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C-104

CIVIL DETAILS

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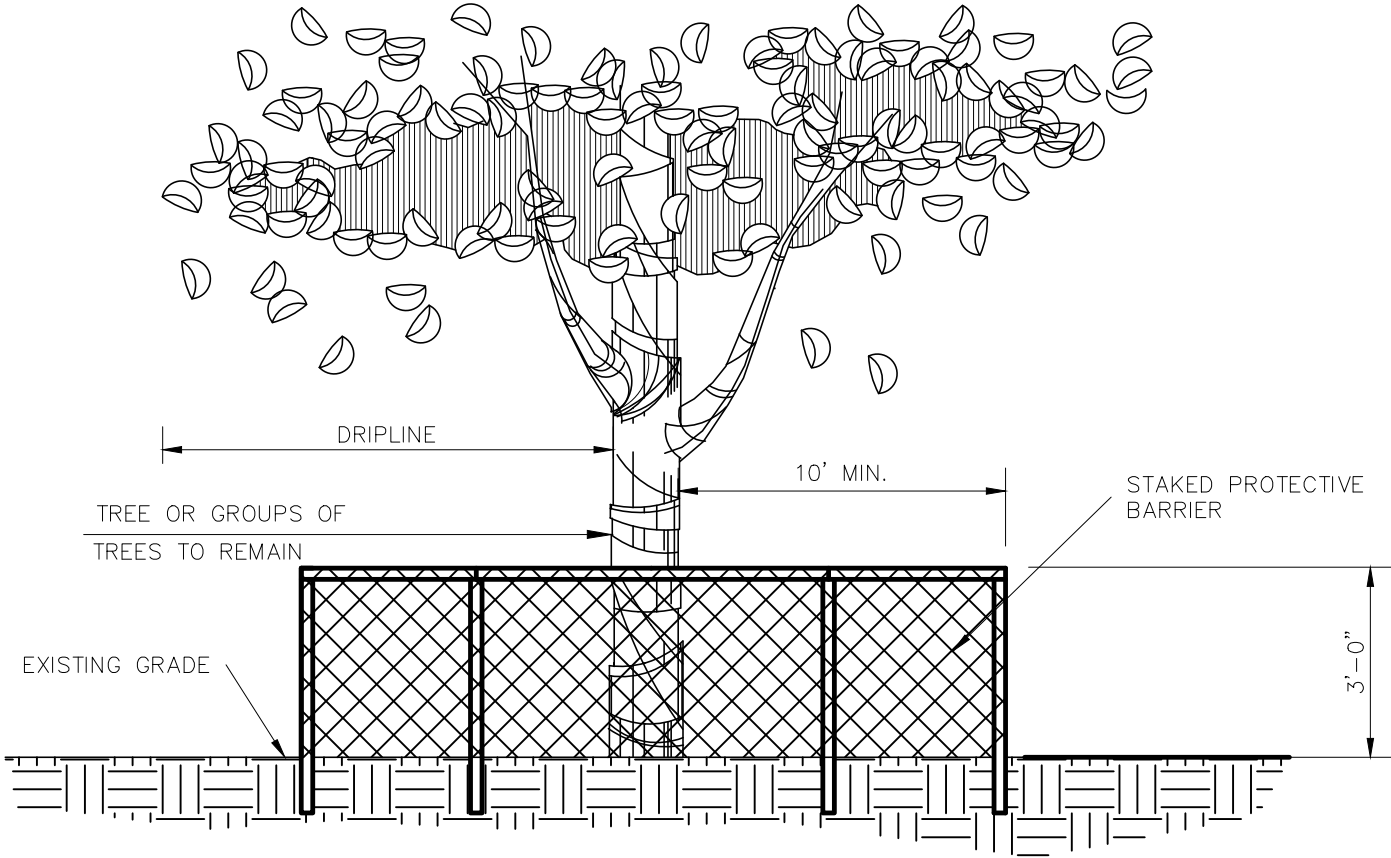


NOTES:

1. CRITICAL ROOT ZONE (CRZ) IS EQUAL TO 10" PER INCH OF TRUNK DIAMETER MEASURED 4.5 INCHES HIGH OFF OF GRADE. IE 30" DIAMETER = 25' (CRZ).
2. TREE PROTECTION ZONE (TPZ) IS AREA EQUAL TO DRIP LINE OF THE TREE (PROTECTED BY BARRIER).
3. ROOT PRUNING TO BE PERFORMED BY AN ISA CERTIFIED ARBORIST ONLY USING A SPECIALIZED ROOT PRUNING MACHINE.
4. ALL ROOTS TO BE CUT CLEAN AND AN APPROVED FUNGICIDE APPLIED TO ALL CUTS UNDER 30 MINUTES FROM TIME OF CUTTING.
5. NO CUTTING OF ROOTS SHALL BE PERMITTED WITHIN THE CRZ.
6. TPZ BARRIER TO BE ERECTED PRIOR TO ANY WORK ON SITE.
7. BACKFILL TENCH WITH NATIVE SOIL AFTER CUTTING IS APPROVED BY CITY ARBORIST / INSPECTOR.

ROOT PRUNING DETAIL

N.T.S.



TREE PROTECTION DURING CONSTRUCTION

- A. PRIOR TO THE CLEARING OR GRUBBING OF LAND, OR THE REMOVAL OF ANY TREE, THE SITE CONTRACTOR SHALL CLEARLY MARK ALL TREE(S) FOR WHICH TREE(S) REMOVAL PERMIT(S) ARE GRANTED AND SHALL ERECT BARRIERS AROUND THE TREE(S) TO BE RETAINED ON SITE SO AS TO CREATE A PROTECTED ZONE.
- (1) THE PROTECTED ZONE SHALL EXTEND FROM THE TREE TRUNK IN ALL DIRECTIONS A MINIMUM OF 10' OR AS APPROVED.
- (2) BARRIERS A MINIMUM OF THREE (3) FEET IN HEIGHT SHALL BE ERECTED OUTSIDE THE PROTECTED ZONE TO PREVENT ENCROACHMENT. BARRIERS SHALL REMAIN IN PLACE AND BE IN GOOD CONDITION THROUGHOUT ALL DEVELOPMENT AND BUILDING ACTIVITY.
- (3) FOR LARGE AREAS CONTAINING STANDS OF TREES TO BE RETAINED THAT ARE SEPARATED FROM GRUBBING, CLEARING, AND CONSTRUCTION, IN LIEU OF PLACING BARRIERS AS DESCRIBED ABOVE, PLACE THE BARRIERS AROUND THE PERIMETER OF THE STAND AREA ON THE SIDES WHERE GRUBBING, CLEARING OR CONSTRUCTION, ETC., IS OCCURRING. MAINTAIN AN EQUIVALENT PROTECTED ZONE AS IF TREES WERE INDIVIDUALLY BARRICADED.
- (4) THE APPLICANT, OWNER, DEVELOPER, BUILDER OR AGENT SHALL NOT CAUSE OR PERMIT THE MOVEMENT OF EQUIPMENT OR THE STORAGE OF EQUIPMENT, MATERIAL, AND DEBRIS OR FILL TO BE PLACED WITHIN THE PROTECTED ZONE. NO EXCAVATION SHALL OCCUR WITHIN THE PROTECTED ZONE AND THERE SHALL BE NO CLEANING OF EQUIPMENT OR MATERIAL OR THE STORAGE OR DISPOSAL OF WASTE MATERIALS SUCH AS PAINTS, PETROLEUM PRODUCTS, OILS, SOLVENTS, ASPHALTS, CONCRETE, MORTAR OR ANY OTHER MATERIAL WITHIN THE PROTECTED ZONE. THERE SHALL BE NO FIRE OR BURNING WITHIN THIRTY (30) FEET OF THE PROTECTED ZONE.
- (5) PROTECTIVE BARRIERS MAY BE REMOVED FOR THE FINAL GRADING, REMOVAL OF VEGETATION OR ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED BY MOWING OR HAND CLEARING. IF LANDSCAPING IS TO BE LOCATED WITHIN THE PROTECTED ZONE, CLEARING BY LIGHT RUBBER-WHEELED MACHINERY ONLY IN THE AREA AND TO THE EXTENT NECESSARY SHALL BE ALLOWED.
- B. SILT BARRIER, HAY BALES OR SIMILARLY EFFECTIVE EROSION CONTROL BARRIERS SHALL BE REQUIRED IN ANY AREA WHERE EROSION OR SILTATION MAY CAUSE DAMAGE TO RETAINED TREES. ROOT PROTECTION MEASURES SHALL BE IN PLACE PRIOR TO THE DISPOSAL OF FILL IN THE PROTECTED ZONE.

TREE BARRICADE DETAIL

NTS

BID SET 7/23/2024

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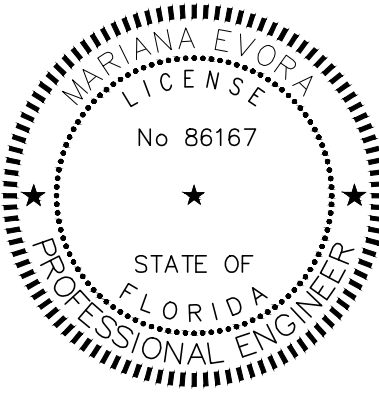
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MARIANA EVORA P.E. FL 86167

ELECTRICAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL CODES AND ORDINANCES, AND OSHA REGULATIONS.
2. PERFORM WORK AND FURNISH EQUIPMENT COMPLYING WITH THE LATEST EDITION OF THE FOLLOWING CODES:
- | | |
|---|--|
| 1) NATIONAL ELECTRICAL CODE (NEC) | 5) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) |
| 2) NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) | 6) INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA) |
| 3) UNDERWRITERS' LABORATORIES (UL) | 7) FLORIDA BUILDING CODE (FBC) |
| 4) NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) | 8) INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE) |
3. AT A MINIMUM, THE PROPOSED WORK SHALL COMPLY WITH:
- A. IEEE 141: RECOMMENDED PRACTICE FOR ELECTRIC POWER DISTRIBUTION AND COORDINATION OF INDUSTRIAL & COMMERCIAL POWER SYSTEMS
- B. IEEE 242: RECOMMENDED PRACTICE FOR PROTECTION AND COORDINATION OF INDUSTRIAL AND COMMERCIAL POWER SYSTEMS
- C. IEEE 399: RECOMMENDED PRACTICE FOR INDUSTRIAL AND COMMERCIAL POWER SYSTEM ANALYSIS
- D. IEEE 241: RECOMMENDED PRACTICE FOR ELECTRIC POWER SYSTEMS IN COMMERCIAL BUILDINGS.
- E. IEEE 551: RECOMMENDED PRACTICE FOR CALCULATING SHORT CIRCUIT CURRENTS IN INDUSTRIAL AND COMMERCIAL POWER SYSTEMS
- F. IEEE 1015: RECOMMENDED PRACTICE FOR APPLYING LOW-VOLTAGE CIRCUIT BREAKERS USED IN INDUSTRIAL & COMMERCIAL POWER SYSTEMS.
- G. IEEE 1584: GUIDE FOR PERFORMING ARC FLASH HAZARD CALCULATIONS.
- 4.. AMERICAN NATION AL STANDARDS INSTITUTE (ANSI):
- A. ANSI C37.13: STANDARD FOR LOW VOLTAGE AC POWER CIRCUIT BREAKERS USED IN ENCLOSURES
- C. ANSI C37.010: STANDARD APPLICATION GUIDE FOR AC HIGH VOLTAGE CIRCUIT BREAKERS RATED ON A SYMMETRICAL CURRENT BASIS
- D. ANSI C 37.41: STANDARD DESIGN TESTS FOR HIGH VOLT. FUSES, DISTRIBUTION ENCLOSED SINGLE-POLE AIR SWITCHES, FUSE DISCONNECTING SWITCHES & ACCESSORIES.
- E. ANSI Z535.4: STANDARD FOR PRODUCT SAFETY SIGNS AND LABELS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH OTHER TRADES & FACILITY ADMINISTRATOR TO ASSURE NORMAL BUSINESS DURING CONSTRUCTION, AS WELL AS PROVIDING TEMPORARY POWER AT PROJECT SITE FOR ALL TRADES.
6. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A PROFESSIONAL AND WORKMANLIKE MANNER AND SHALL BE COMPLETED AND FULLY OPERATIVE TO THE ACCEPTANCE OF THE OWNER AND ENGINEER.
7. GUTTERS, WIREWAYS, PULL BOXES, ETC., SHALL BE SIZED PER N.E.C.
8. BIDDERS SHALL VISIT PROJECT SITE PRIOR TO BID FOR FAMILIARIZATION WITH THE SITE, TO VERIFY EXACT LOCATION OF UTILITY SERVICES AND ANTICIPATE ANY POTENTIAL CONFLICT OR EFFORTS THAT MAY BE REQUIRED. BIDDERS SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES IN CONSTRUCTION DOCUMENTS AND/OR POTENTIAL CONFLICTS.
9. ALL MATERIALS SHALL BE NEW OF AMERICAN MANUFACTURE AND BEAR THE UNDERWRITERS LABORATORY (UL) AND UNION LABELS AS APPLICABLE.
10. ALL EQUIPMENT INSTALLED SHALL BE OF MANUFACTURE AND TYPE SPECIFIED; ANY OTHERS SHALL HAVE THE ENGINEER'S PRIOR APPROVAL.
11. CORRECTION OF ANY DEFECTS, REPAIR OF DAMAGE DURING CONSTRUCTION SHALL BE MADE WITHOUT ADDITIONAL COST.
12. VERIFY EQUIPMENT SIZES, VOLTAGE AND CURRENT CHARACTERISTICS, ETC., BEFORE ORDERING ANY EQUIPMENT AND BEFORE ROUGHING-IN FOR EQUIPMENT TO BE SUPPLIED BY OTHERS. NOTIFY ENGINEER OF ANY CONFLICTS.
13. CIRCUITS INDICATED ON PLANS ARE DIAGRAMMATIC; ROUTE AND COMBINE FOR BEST CONCEALMENT AND VERIFY EXACT WALL CONSTRUCTION AND STRUCTURES BEFORE INSTALLATION.
14. NO. 10 AWG AND SMALLER SHALL BE SOLID COPPER WITH XHHW INSULATION; NO. 8 AWG AND LARGER SHALL BE STRANDED COPPER TYPE XHHW.
15. GROUNDING AND BONDING SHALL BE PER N.E.C. ART. 250. GROUND THROUGH CODE GAUGE INSULATED COPPER EQUIPMENT GROUND CONDUCTOR. GREEN INSULATED GROUND CONDUCTORS SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUIT CONDUITS.
16. ALL WIRING SHALL BE IN RACEWAY, AS FOLLOWS: A) UNDERGROUND - PVC SCHEDULE 40. B) CONCEALED - EMT. C) EXPOSED - RIGID GALVANIZED STEEL. D) CONNECTIONS TO EQUIPMENT - FLEXIBLE CONDUIT, LIQUID-TIGHT IN WET LOCATIONS.
17. PROVIDE ACCURATELY TYPED PANEL DIRECTORIES. PROVIDE AND INSTALL PHENOLIC LABELS WITH ENGRAVED WHITE LETTERING ON RED BACKGROUND FOR ALL ELECTRICAL DISTRIBUTION DEVICES SUCH AS PANELS, DISCONNECT SWITCHES, GUTTERS, ETC.; INDICATING DEVICE NAME, VOLTAGE, PHASE, ETC.
18. CIRCUITS SHOWN IN THIS PLAN ARE SYMBOLICALLY SHOWN TO DETERMINE LOAD DATA AND EQUIPMENT SIZES. THE CONTRACTOR SHALL PHYSICALLY PROVIDE CIRCUITS AND ROUTING OF CONDUITS TO SUIT JOB CONDITIONS. THE LOADS SHALL BE BALANCED THROUGHOUT. THE CONTRACTOR SHALL ENSURE THAT NEUTRAL WIRES AND EQUIPMENT GROUND WIRES ARE INSTALLED WHEREVER APPLICABLE.
19. THE CONTRACTOR SHALL THOROUGHLY REVIEW THESE DRAWINGS AND SHALL VISIT AND BECOME FAMILIAR WITH THE JOB SITE AND ALL EXISTING CONDITIONS PRIOR TO BID. ANY QUESTIONS, COMMENTS, DISCREPANCIES OR PERCEIVED AMBIGUITIES SHALL BE DISCUSSED WITH THE ENGINEER PRIOR TO BID.
20. ELECTRICAL DESIGN IS BASED UPON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL REVIEW NAMEPLATE DATA AND MANUFACTURER SUPPLIED LITERATURE FOR ALL PIECES OF EQUIPMENT PRIOR TO ROUGH ELECTRICAL WIRING. THE CONTRACTOR SHALL CHECK ALL EQUIPMENT FOR PROPER VOLTAGE, PHASE, AND RATING PRIOR TO INSTALLATION. THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO ANY FIELD ADJUSTMENTS.
21. PLAN SHOWING AS-BUILT CHANGES SHALL BE DELIVERED TO THE OWNERS REPRESENTATIVE UPON COMPLETION OF THE WORK.
22. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE THIS INSTALLATION IN COMPLIANCE WITH ALL FIRE PREVENTION CODES SUPERSEDING ALL DRAWINGS, SPECIFICATIONS AND NOTES.
23. ALL WIRING, AND EQUIP. CONDUCTORS (ELECTRIC PANELS, TRANSFORMER, ETC.) SHALL BE COPPER. NO ALUMINUM CONDUCTORS ARE ALLOWED.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION AND/OR REPAIR OF WALLS, CEILING, ASPHALT, SIDEWALKS, CONCRETE, SOD, ETC. DAMAGED DURING CONSTRUCTION ACTIVITIES.
25. CONTRACTOR TO INCLUDE IN HIS PRICE, THE COST OF ALL FITTINGS, UNIONS, JUNCTION BOXES, ETC. FOR INSTALLATION COMPLIANCE WITH NEC.
26. CONDUIT ROUTING IS DIAGRAMMATIC. CONTRACTOR TO FIELD VERIFY AND COORDINATE CONDUIT ROUTING. CONSTRUCT CONDUIT RUNS AS STRAIGHT AS POSSIBLE, AND OBTAIN THE ENGINEER'S APPROVAL FOR ALL MAJOR DEVIATIONS IN CONDUIT LOCATIONS FROM THOSE SHOWN IN THE PLANS. INCLUDE BURIED CABLE WARNING TAPE WITH ALL TRENCHED CONDUIT.

27. CONTRACTOR SHALL MAINTAIN ACCESS TO THE FACILITY AT ALL TIMES AND SHALL NOT DISRUPT FACILITY OPERATION THROUGHOUT CONSTRUCTION.
28. ALL ELECTRICAL EQUIPMENT EXPOSED TO WEATHER SHALL BE WEATHERPROOF.
29. PROVIDE MINIMUM 5 FEET SLACK CONDUCTOR FOR SPARE WIRING INSIDE WIREWAYS OR PULLBOXES.
30. UNNECESSARY, UNDERGROUND SPLICES SHALL BE AVOIDED. SPLICES REQUIRED SHALL BE EPOXY ENCAPSULATED
31. SYMBOLS ON DRAWINGS INDICATE APPROXIMATE LOCATION ONLY. DO NOT SCALE DRAWINGS.
32. ALL SAFETY SWITCHES TO HAVE 100,000 RMS SYM. FAULT CURRENT RATING. (USE TYPE R FUSES W/ REJECTION KIT) AND SOLID NEUTRAL.
33. PULL BOXES SHALL BE 13" BY 24". PULL BOXES AND COVERS SHALL BE: TRAFFIC RATED, POLYMER CONCRETE AND LISTED IN MIAMI DADE COUNTY QUALIFIED PRODUCT LIST OR APPROVED EQUAL. DEPTH AS NEEDED.
34. WHEN A CONDUIT INSTALLATION CHANGES FROM UNDERGROUND TO ABOVE-GROUND, MAKE THE CHANGE A MIN. OF 6 IN. BELOW FINISHED GRADE.
35. ENSURE THE CONDUIT INCLUDES ALL REQUIRED FITTINGS AND INCIDENTALS NECESSARY TO CONSTRUCT A COMPLETE INSTALLATION.
36. PREVENT THE INGRESS OF WATER, DIRT, SAND, AND OTHER FOREIGN MATERIALS INTO THE CONDUIT PRIOR TO, DURING, AND AFTER CONSTRUCTION. SEAL THE ENDS OF CONDUIT AFTER WIRING IS COMPLETE WITH A MOISTURE RESISTANT SEALANT THAT IS DESIGNED FOR THIS SPECIFIC APPLICATION.
37. SECURELY ATTACH ABOVE-GROUND CONDUIT INSTALLATIONS TO THE SURFACE OF THE SUPPORTING STRUCTURE USING CONDUIT STRAPS. AS A MINIMUM, USE CONDUIT STRAPS LOCATED ON 5 FOOT CENTERS. USE GALVANIZED METAL CONDUIT STRAPS.
38. PROVIDE ARC FLASH HAZARD WARNING LABELS ON ALL ELECTRICAL EQUIPMENT, PANELS, DISCONNECT SWITCHES, ETC., AT COMMERCIAL, INDUSTRIAL & MOTOR CONTROL CENTER, AS PER NEC 110.16.
39. ALL CIRCUITS TO CARRY A FULL GROUND WIRE AND THE MAXIMUM GROUND RESISTANCE SHALL NOT EXCEED 25 OHMS PER ELECTRODE, PER N.E.C. ARTICLE 250.
40. ELECTRICAL SERVICE SHALL WITHSTAND UTILITY AVAILABLE FAULT CURRENT AND BUILT PER FPL STANDARD. THE SHORT CIRCUIT CURRENT RATING (SCCR) OF THE ELECTRICAL PANEL SHALL BE ADEQUATE TO WITHSTAND THE MAXIMUM SHORT CIRCUIT CURRENT AT THE EQUIPMENT TERMINALS. MINIMUM RATED AT 22 KA. MAIN DISTRIBUTION PANEL SHALL BE FULLY RATED.
41. GROUNDING AND NEUTRAL CONDUCTORS SHALL BE BONDED AT SINGLE POINT PER ARTICLE 250 OF THE N.E.C.
42. THE CONTRACTOR SHALL FURNISH FOR ALL APPLICABLE EQUIPMENT THE FOLLOWING ELECTRICAL STUDIES:
- A. SHORT-CIRCUIT AND PROTECTIVE DEVICE COORDINATION STUDIES AS PREPARED BY THE ELECTRICAL EQUIPMENT MANUFACTURER OR AN APPROVED ENGINEERING FIRM.
- B. ARC-FLASH HAZARD ANALYSIS PER THE REQUIREMENTS SET FORTH IN NFPA 70E - STANDARD FOR ELECTRICAL SAFETY IN THE WORKPLACE, AND NEC 110. THE ARC-FLASH ANALYSIS SHALL BE PERFORMED ACCORDING TO THE IEEE 1584 EQUATIONS THAT ARE PRESENTED IN THE LATEST CURRENT EDITION OF NFPA 70E.
- C. ARC-FLASH HAZARD ANALYSIS PROVIDING WARNING LABEL INDICATING SEVERITY OF POTENTIAL EXPOSURE AND LEVEL OF PERSONAL PROTECTIVE EQUIPMENT (PPE) REQUIRED. LABEL SHALL BE AS PER ARC FLASH LABEL DETAIL.
43. AS BUILT DRAWINGS
- AFTER FINAL INSPECTION, FURNISH A SET OF REPRODUCIBLE "AS BUILT DRAWINGS" SHOWING DEPTHS AND ROUTING OF CONCEALED ELECTRICAL BELOW GRADE INSTALLATIONS AND ALL VARIATIONS BETWEEN THE ACTUAL WORK AND AS IT WAS SHOWN ON THE CONTRACT DRAWINGS.
44. WHEN/IF CONFLICT IS FOUND BETWEEN PLAN DETAILS, REQUIREMENTS AND/OR SPECIFICATIONS. THE MOST STRINGENT CONDITION APPLIES.

SUMMARY OF ELECTRICAL QUANTITIES

FDOT PAY ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	* ADDITIONAL QUANTITY
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	342	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	210	
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	10	
639-1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	1	
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	530***	
639-7-101	POWER UNIT - RACK MOUNT ASSEMBLY	EA	1	
639-7-123	ELECTRICAL POWER SERVICE - OTHER COMPONENTS, F&I MANUAL TRANSFER SWITCH	EA	1	
639-8-130	ELECTRICAL POWER SERVICE - FPL CONNECTION FEE	LS	1	
639-12-999	VEHICLE CHARGING STATION, F&I	AS	5	
715-1-12	CONDUCTORS, F&I, INSULATED, NO. 8-6	LF	4450	
715-1-13	CONDUCTORS, F&I, INSULATED, NO. 4-2	LF	9675	
715-7-11	LOAD CENTER/PANELBOARD, F&I, SECONDARY VOLTAGE	EA	1	

PAY ITEMS NOTES

***TOTAL QUANTITY ACCOUNTS FOR PARALLEL SERVICE RUNS. CONTRACTOR SHALL ACCOUNT FOR ALL NECESSARY WIRES PER RUN IN UNIT PRICE.

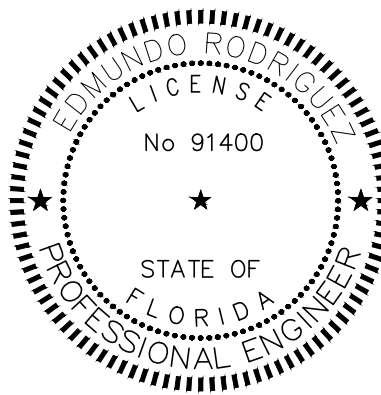
*ADDITIONAL QUANTITIES ARE CONTINGENT, TO BE USED AS DIRECTED BY THE ENGINEER AND HAVE BEEN INCLUDED IN THE TOTAL QUANTITY AMOUNT SHOWN ON THE SUMMARY OF PAY ITEMS.

PAY ITEM 639-8-130: INCLUDES COST OF INSTALLATION REQUIREMENTS FROM FPL TO PROVIDE NEW SERVICE AND SERVICE RUN FROM FPL SERVICE TRANSFORMER TO UNDERGROUND SERVICE POINT. THIS INCLUDES CONCRETE PAD PER FPL STANDARDS FOR NEW FPL PAD MOUNTED TRANSFORMER IF NEEDED.

PAY ITEM 639-12-999: INCLUDES COST FOR FURNISHING AND COMPLETE INSTALLATION OF THE ELECTRIC VEHICLE CHARGER STATION. COST INCLUDES EQUIPMENT, FOUNDATION, ANCHORING AND ALL NECESSARY MATERIAL AND LABOR FOR THE COMPLETE INSTALLATION OF THE STATION.

BID SET 7/23/2024

ELECTRICAL NOTES AND
QUANTITIES



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GREEN DADE, INC.
7220 SW 12 STREET
MIAMI, FLORIDA 33144
EDMUNDO RODRIGUEZ, P.E. NO. 91400

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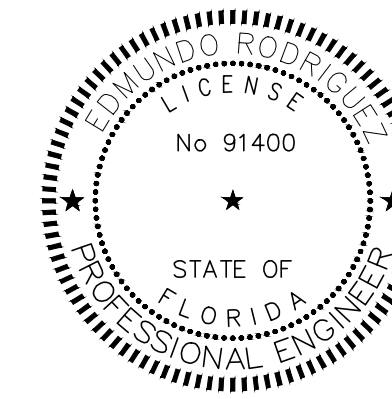


GREEN DADE, INC.
EDMUNDO RODRIGUEZ, P.E.
P.E. LICENSE NO. 91400
7220 SW 12TH ST
MIAMI, FLORIDA 33144
PHONE: 786-487-4596

DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE
CHECKED BY			CHECKED BY		
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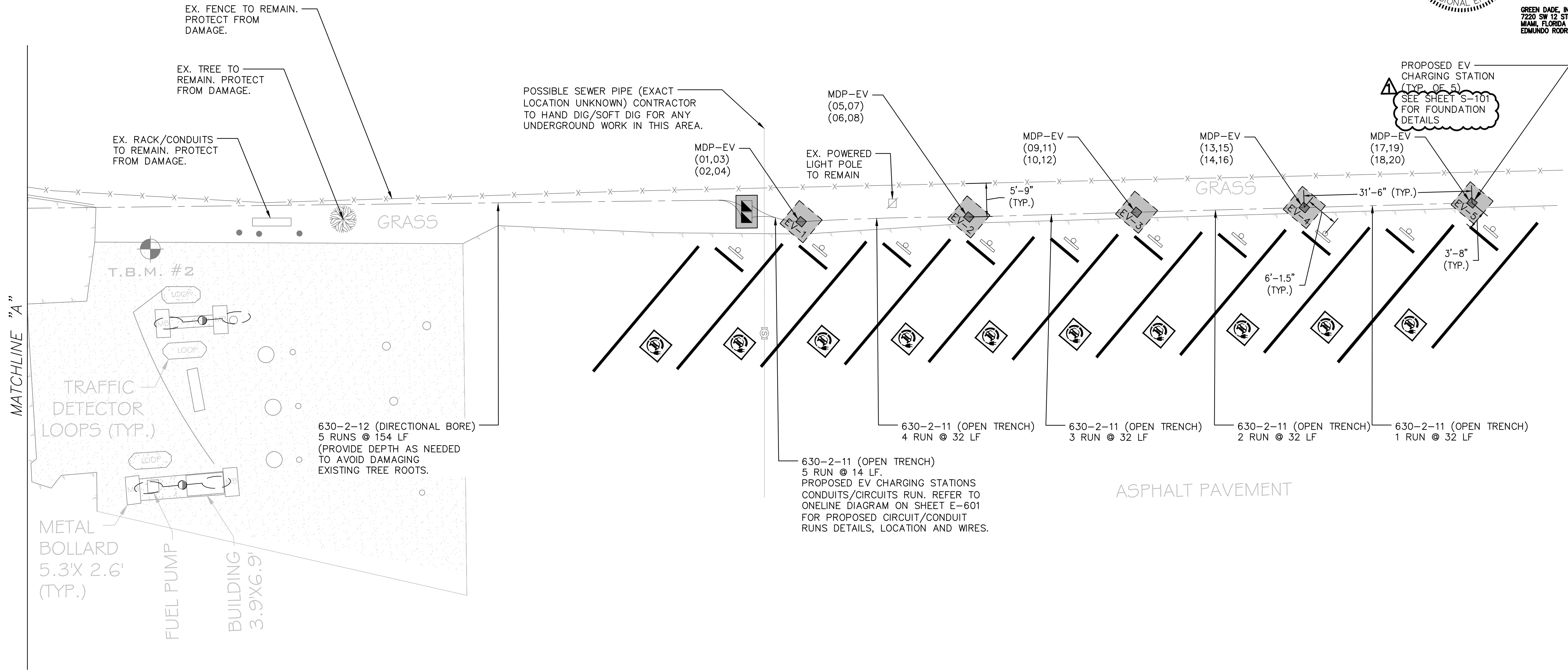
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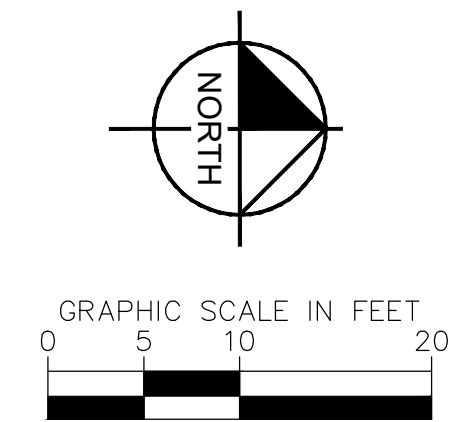
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C ELECTRICAL SITE PLAN
E-102





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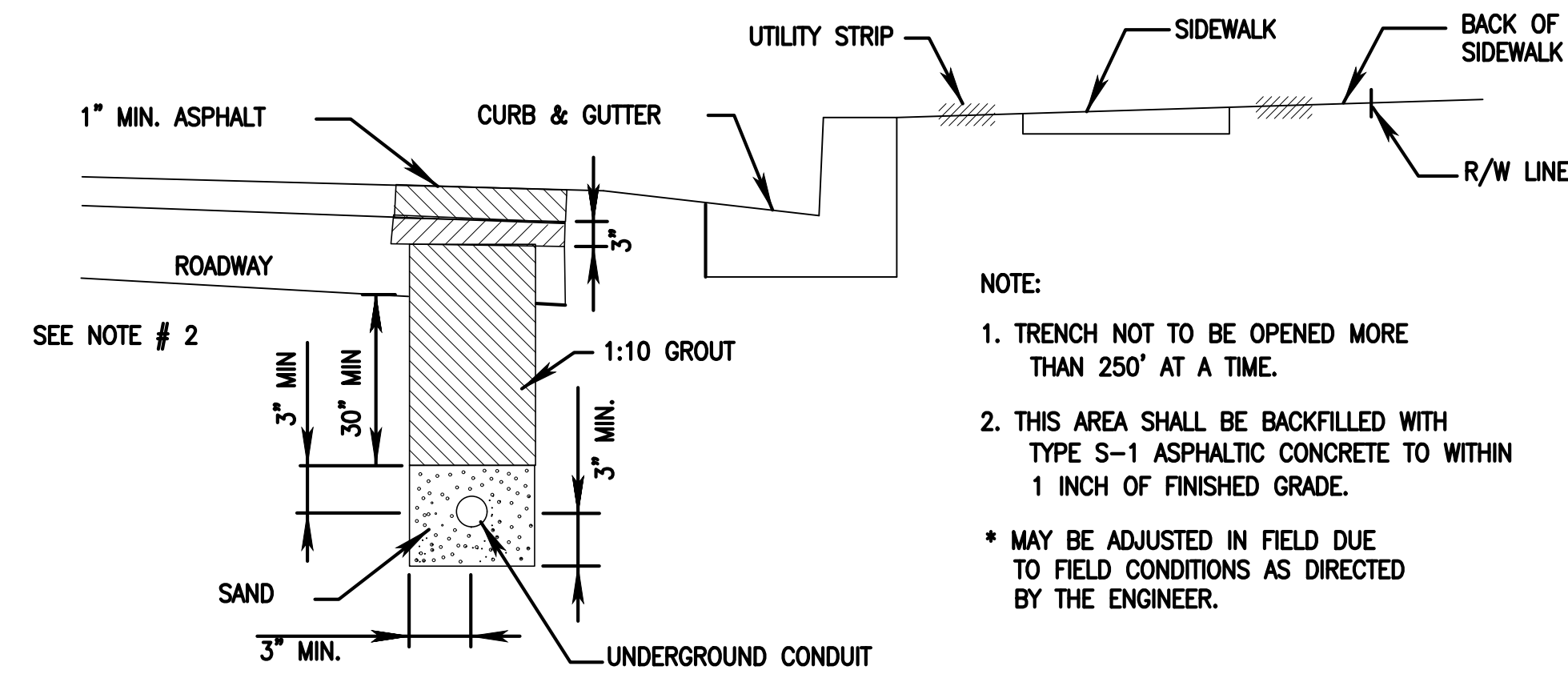
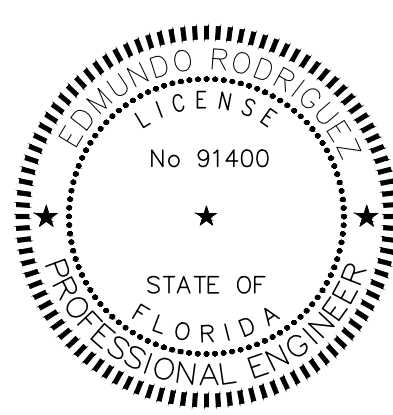
REVISIONS									GREEN DADE, INC. EDMUNDO RODRIGUEZ, P.E. P.E. LICENSE NO. 91400 7220 SW 12TH ST MIAMI, FLORIDA 33144 PHONE: 786-487-4596								MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT 2525 NW 62 AVENUE, MIAMI, FLORIDA 33147	E-102	ELECTRICAL SITE PLAN
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY			DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE				
04/18/24	ER	PERMIT COMMENTS								CHECKED BY			CHECKED BY						
								SUPERVISED BY:											

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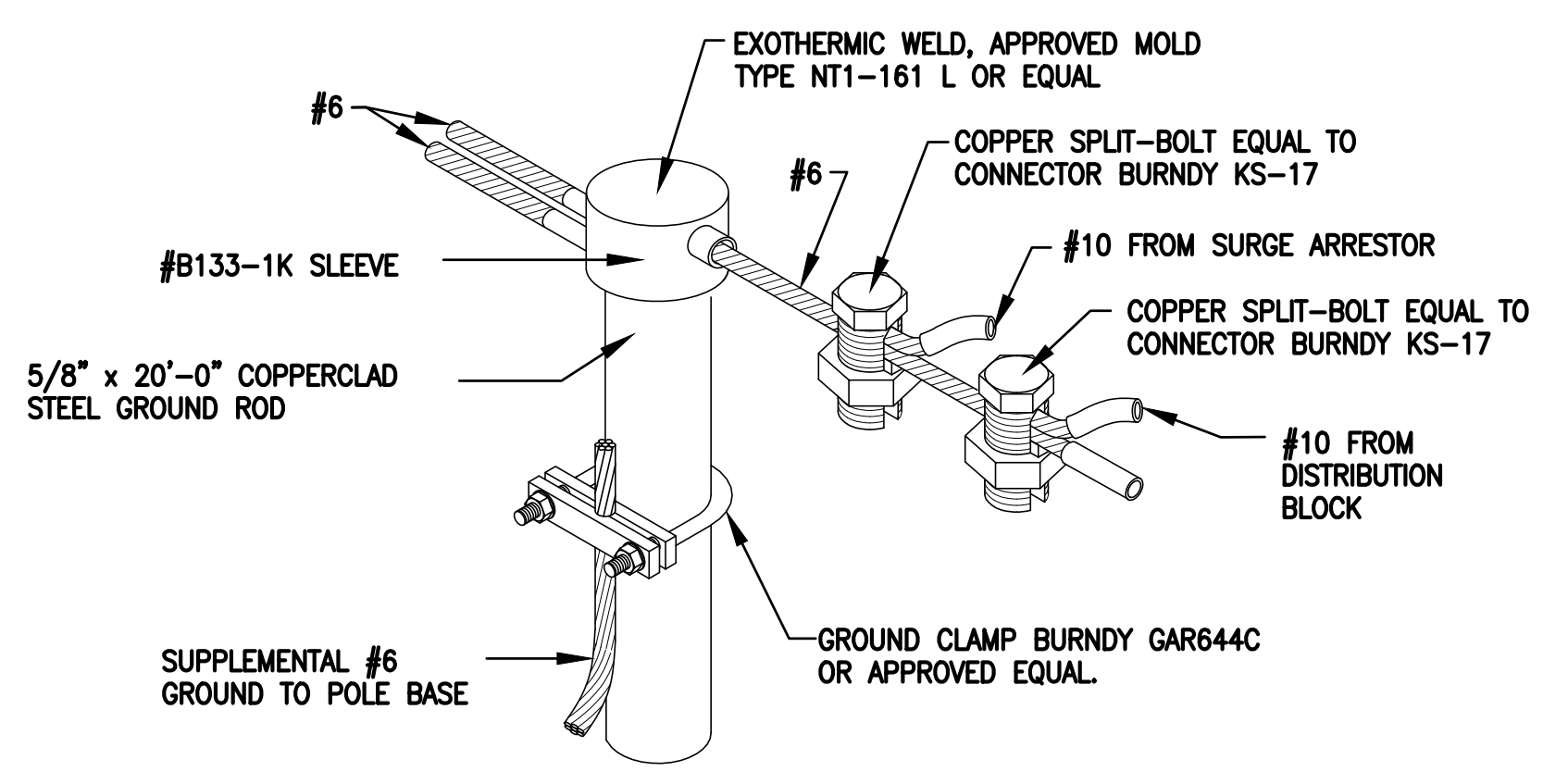
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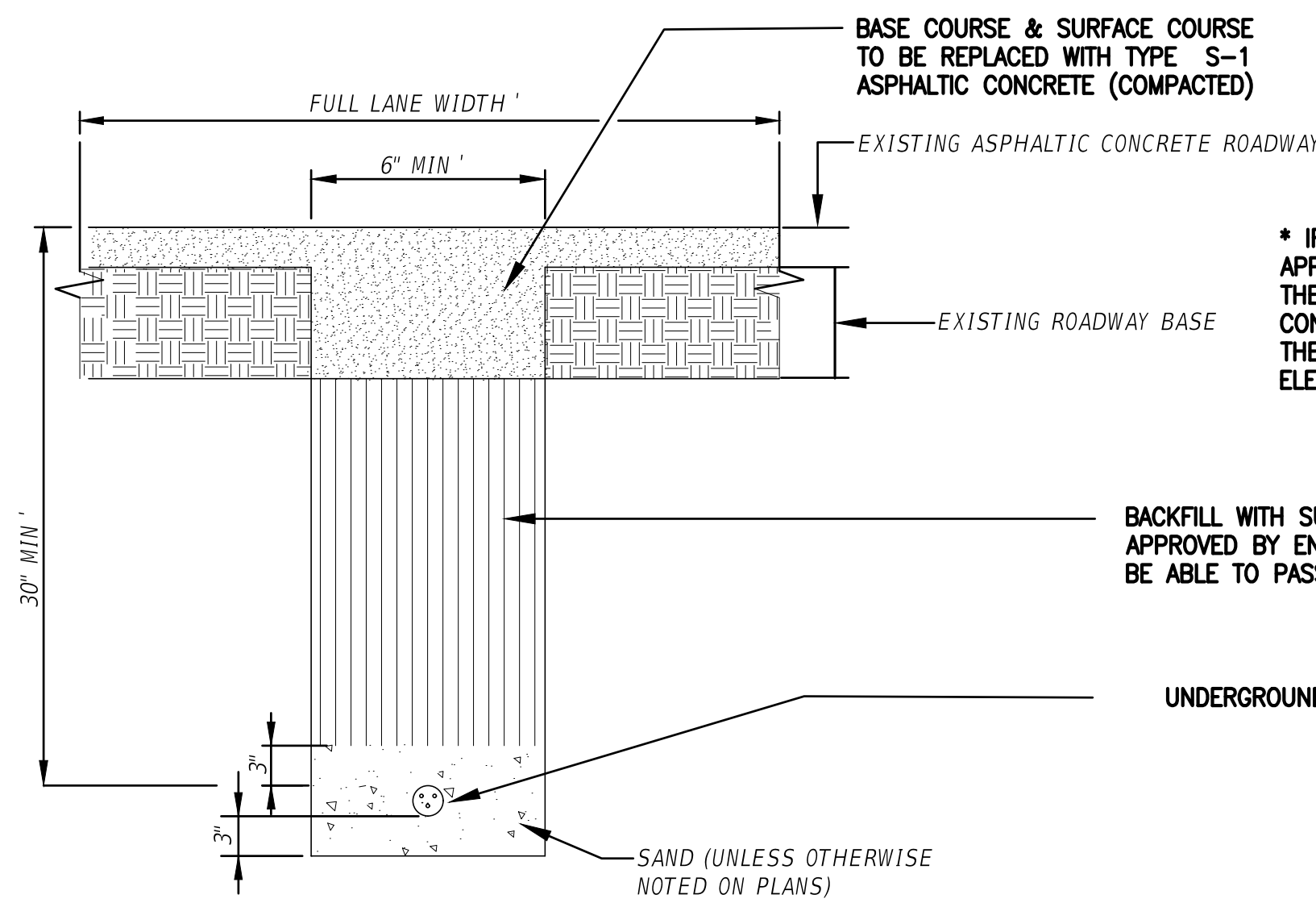


- NOTE:
1. TRENCH NOT TO BE OPENED MORE THAN 250' AT A TIME.
 2. THIS AREA SHALL BE BACKFILLED WITH TYPE S-1 ASPHALTIC CONCRETE TO WITHIN 1 INCH OF FINISHED GRADE.
- * MAY BE ADJUSTED IN FIELD DUE TO FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.

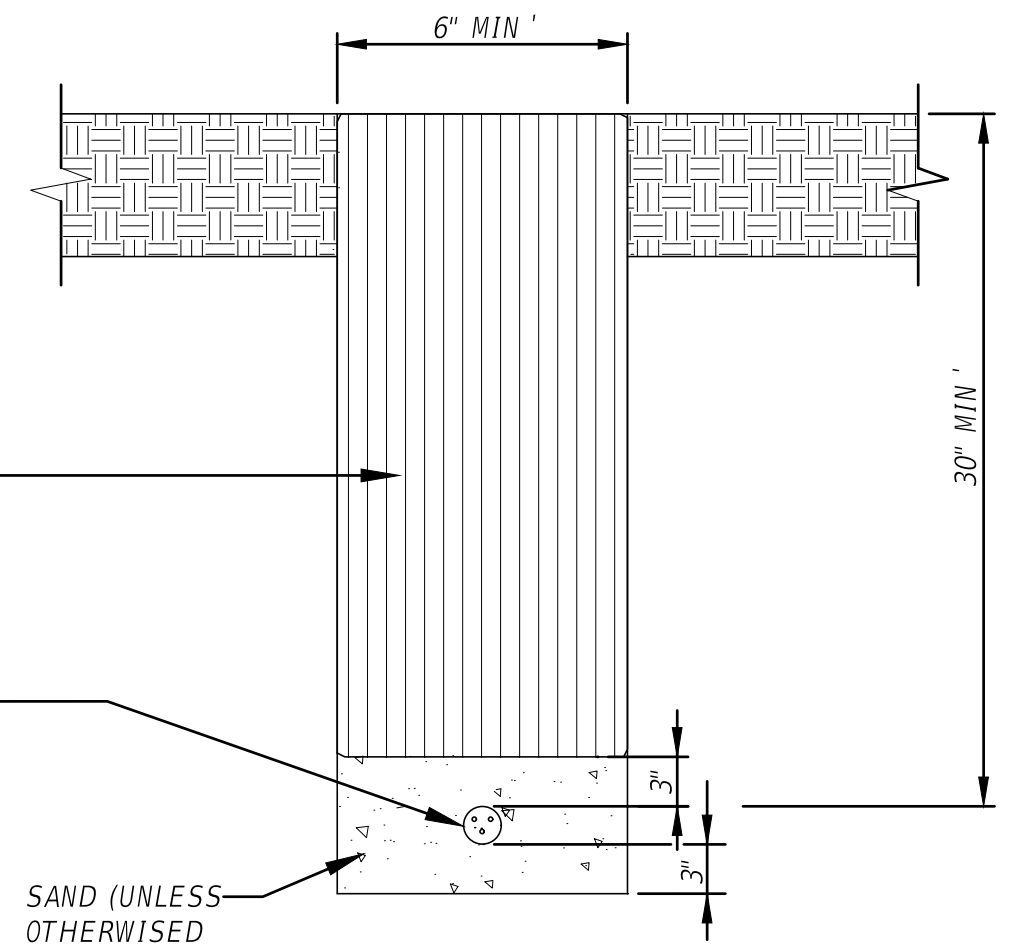
CONDUIT BURIAL IN ROADWAY
N.T.S.



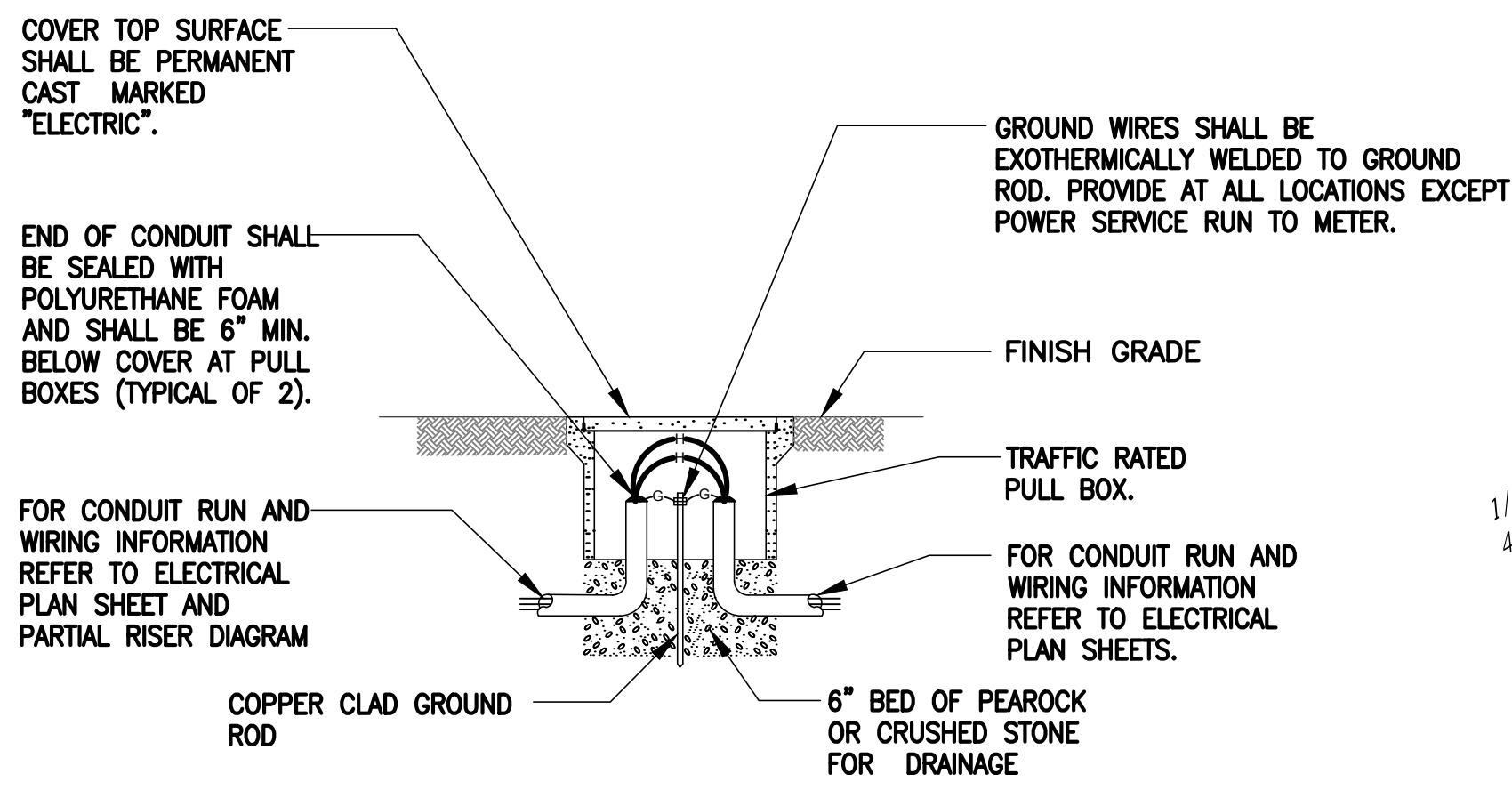
CABLE TO GROUND ROD DETAIL
(COPPER WIRE FOR GROUNDING)
N.T.S.



TRENCH DETAIL (ROAD)
N.T.S.

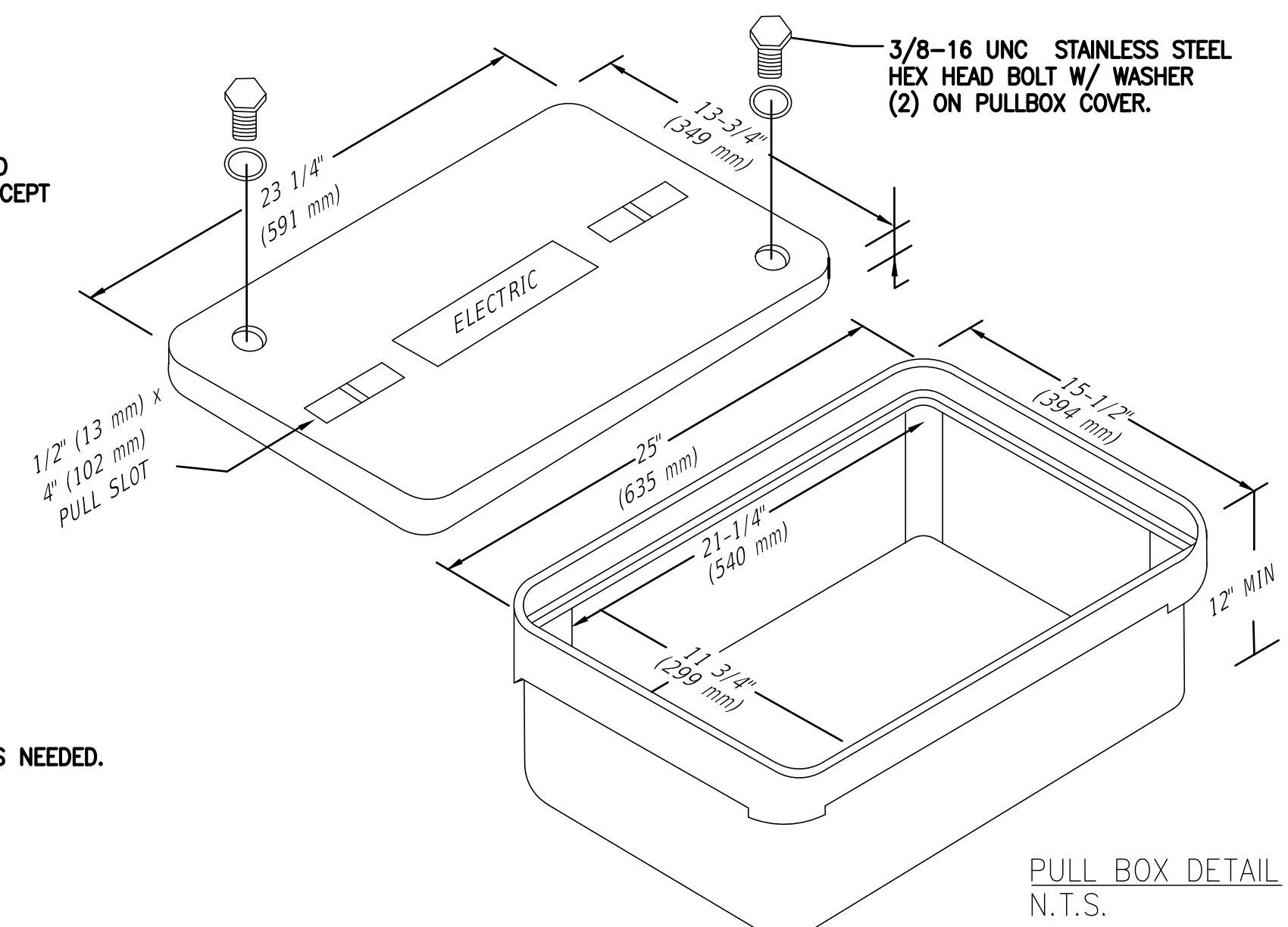


TRENCH DETAIL (SWALE)
N.T.S.



- NOTES:
- 1 - NO MORE THAN 6 CONDUIT DROPS (IN OR OUT) ARE ALLOWED IN A SINGLE PULL BOX. ADD PULL BOXES AS NEEDED.
 - 2 - NO MORE THAN 360 DEGREE BENDING ALLOWED FOR EACH CONDUIT RUN. ADD PULL BOX(ES) AS NEEDED.

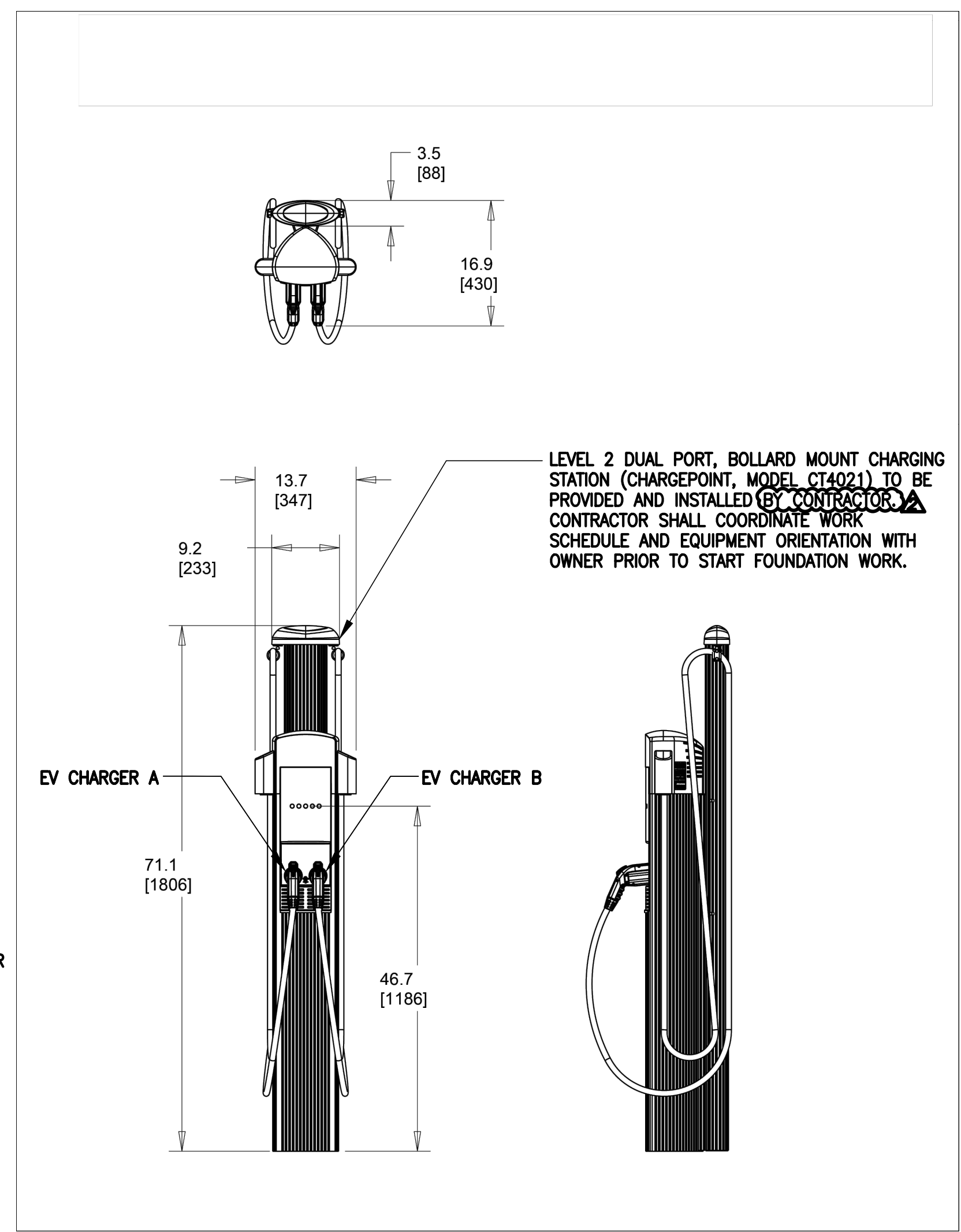
PULL BOX WIRING DETAIL
SCALE: NOT TO SCALE



PULL BOX DETAIL
N.T.S.

PULL BOX SPECIFICATION.

1. ALL ELECTRICAL PULLBOXES SHALL HAVE AN OPEN-BOTTOM, QUAZITE POLYMER CONCRETE DESIGN OR PRECAST CONCRETE DESIGN CONSTRUCTED OF CLASS I CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI AT TWENTY- EIGHT (28) DAYS. POLYMER CONCRETE PULLBOX SHALL BE QUAZITE PRODUCT NO. PG1324BA12 OR APPROVED EQUIVALENT. CONCRETE PULLBOX SHALL BE BROOKS 38 SERIES OR APPROVED EQUIVALENT. IN EITHER CASE, BOTH PULLBOXES SHALL BE CONSTRUCTED PER ABOVE SPECIFIED MANUFACTURERS SIZE, MATERIALS AND PERFORMANCE SPECIFICATIONS. THEREFORE, BELOW SPECIFIED PULLBOX COVER SHALL BE FULLY INTER- CHANGEABLE WITH EITHER PULLBOX. ALL PULLBOX COVERS FURNISHED AND INSTALLED SHALL BE POLYMER CONCRETE QUAZITE PRODUCT NO. PG1324HA00 OR APPROVED EQUIVALENT. NO OTHER DESIGN, SIZE, MODIFICATION OR MATERIALS SHALL BE ACCEPTABLE. PULLBOX COVERS SHALL BE MARKED "ELECTRIC" OR "ELECTRIC/ MIAMI-DADE DSWM" .
2. IN SITUATIONS WHERE PULLBOX IS LOCATED ON SWALE AREA. THE PULLBOX IS TO HAVE A 6"x5' MIN CONCRETE APRON (6" THICK) PLACED AROUND IT. COST OF CONCRETE APRON IS TO BE INCLUDED IN THE PULLBOX INSTALLATION COST.



DUAL PORT CHARGER DETAIL
SCALE: NOT TO SCALE

BID SET 7/23/2024

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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
7/23/24	ER	EV CHARGERS BY CONTRACTOR			



GREEN DADE, INC.
EDMUNDO RODRIGUEZ, P.E.
P.E. LICENSE NO. 91400
7220 SW 12TH ST
MIAMI, FLORIDA 33144
PHONE: 786-487-4596

DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE
CHECKED BY			CHECKED BY		
SUPERVISED BY					



MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT
2525 NW 62 AVENUE, MIAMI,
FLORIDA 33147

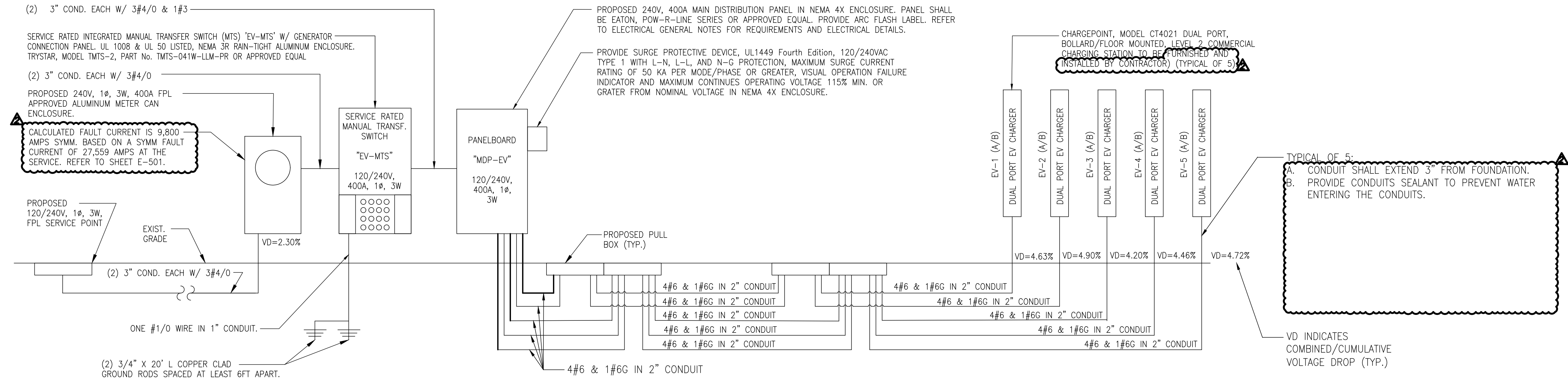
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ELECTRICAL DETAILS

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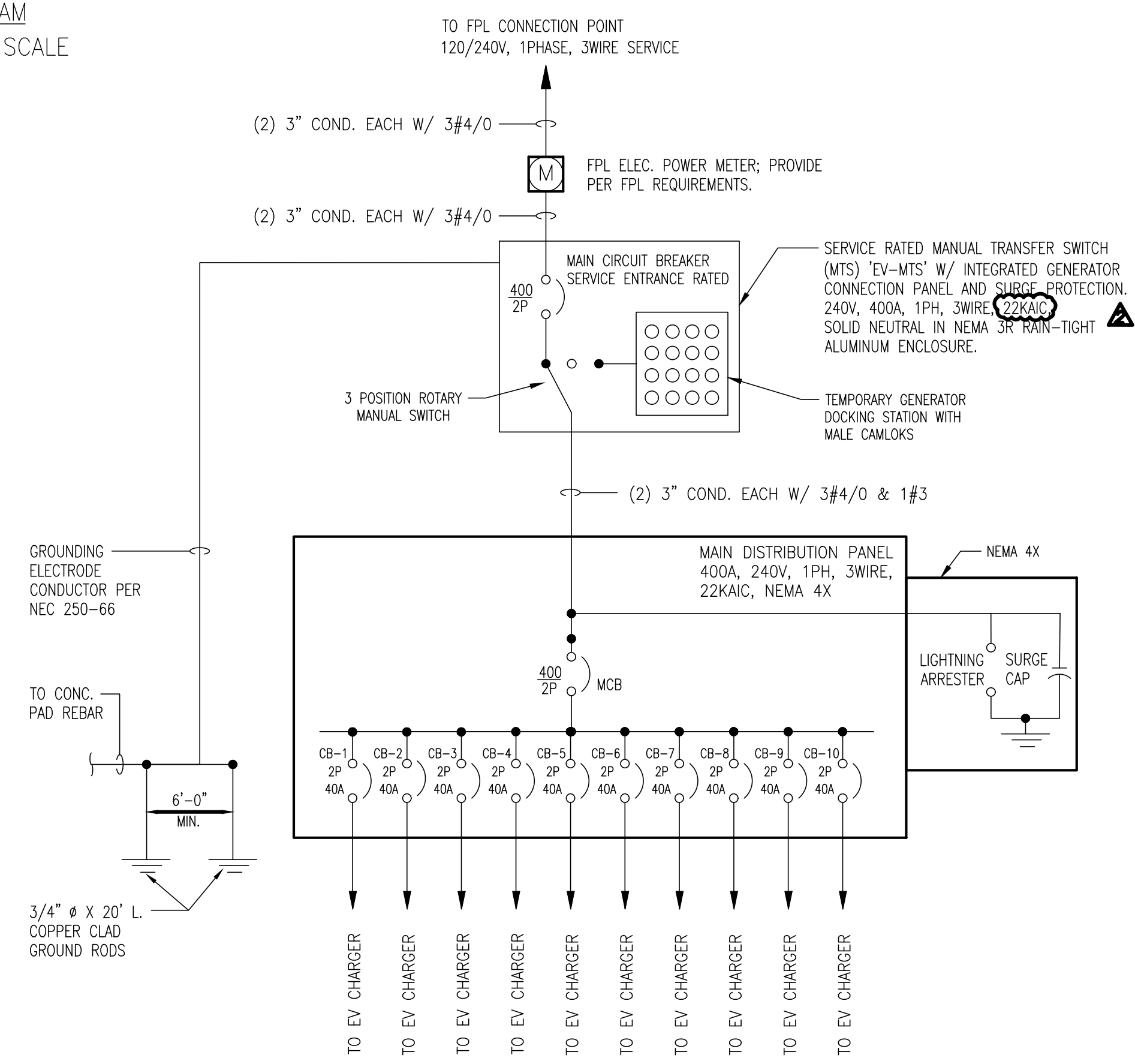


NOTE:
COORDINATE WORK WITH FPL REPRESENTATIVE
EDUARDO.MARTINEZ, 305-387-6655
EDUARDO.MARTINEZ@FPL.COM

RISER DIAGRAM
SCALE: NOT TO SCALE

MAIN: 2P-400A M.C.B. PHASE: 1Ø, 3W VOLTAGE: 120/240										LOCATION: EXTERIOR MOUNTING: SURFACE ENCLOSURE: NEMA 4X									
PANELBOARD 'MDP-EV' 22,000 kAIC / RMS SYMMETRICAL																			
CKT NO.	DESCRIPTION	POLE	CKT BKR	LOAD KVA	PHASE		LOAD KVA	CKT BKR	POLE	DESCRIPTION	CKT NO.								
					A	B													
1	EV CHARGER "EV-1(A)"	2	40	7.68			7.68	40	2	EV CHARGER "EV-1(B)"	2								
3											4								
5	EV CHARGER "EV-2(A)"	2	40	7.68			7.68	40	2	EV CHARGER "EV-2(B)"	6								
7											8								
9	EV CHARGER "EV-3(A)"	2	40	7.68			7.68	40	2	EV CHARGER "EV-3(B)"	10								
11											12								
13	EV CHARGER "EV-4(A)"	2	40	7.68			7.68	40	2	EV CHARGER "EV-4(B)"	14								
15											16								
17	EV CHARGER "EV-5(A)"	2	40	7.68			7.68	40	2	EV CHARGER "EV-5(B)"	18								
19											20								
21	SPACE	--	--	--			--	20	2	SURGE PROTECTIVE DEVICE	22								
23											24								
TOTAL CONNECTED LOAD = 76.80 KVA = 320.0 A																			
<u>NOTE:</u> • ALL BREAKERS INTERRUPTING RATING CAPACITY SHALL MATCH THE RATING OF THE M.C.B.																			
LOAD CENTER LOAD CALCULATION: CONTINUOUS LOADS = 76.80 KVA 25% CONT. LOAD = 19.2 KVA TOTAL= 96.0 KVA Amp= $\frac{96.0 \text{ KVA}}{240\text{V}}$ =400A																			

PANELBOARD SCHEDULE



ONE-LINE DIAGRAM
SCALE: NOT TO SCALE

* REFER TO ELECTRICAL GENERAL NOTES FOR WIRE INSULATION REQUIREMENTS.

WARNING

Arc Flash and Electric Shock Risk

Appropriate PPE Required

78 in
12.4 cal/cm²
PPE
240 VAC
00
42 in
12 in

Location: **ATS**

SKM Systems Analysis, Inc.
1 Pearl St.
Redondo Beach, CA 90277
(310) 698-4700

Job#: 232874 Prepared on: 02/07/24 By: Engineer

Warning: Changes in equipment settings or system configuration will invalidate the calculated values and PPE requirements

WARNING

Arc Flash and Electric Shock Risk

Appropriate PPE Required

77 in
12.3 cal/cm²
PPE
240 VAC
00
42 in
12 in

Location: **MAIN PANEL**

SKM Systems Analysis, Inc.
1 Pearl St.
Redondo Beach, CA 90277
(310) 698-4700

Job#: 232874 Prepared on: 02/07/24 By: Engineer

Warning: Changes in equipment settings or system configuration will invalidate the calculated values and PPE requirements

WARNING

Arc Flash and Electric Shock Risk

Appropriate PPE Required

114 in
22.8 cal/cm²
PPE
240 VAC
00
42 in
12 in

Location: **FPL Meter**

SKM Systems Analysis, Inc.
1 Pearl St.
Redondo Beach, CA 90277
(310) 698-4700

Job#: 232874 Prepared on: 02/07/24 By: Engineer

Warning: Changes in equipment settings or system configuration will invalidate the calculated values and PPE requirements

PRELIMINARY ARC FLASH LABEL

BID SET 7/23/2024

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GENERAL NOTES:

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT ARCHITECTURAL DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.

AS A MINIMUM, CONSTRUCTION SHALL COMPLY WITH FLORIDA BUILDING CODE 2020 7TH EDITION, ACI 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 350, AISI MANUAL 2002, NORTH AMERICAN SPECIFICATION FOR DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS SG02-01, AND AISC SPECIFICATIONS.

DO NOT SCALE THE DRAWINGS, FOLLOW WRITTEN DIMENSIONS ONLY, ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED PART OF THE WORK.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCES TO ENSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION.

THIS WORK INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE DOWNS, THE CONTRACTOR SHALL SUPPLEMENT THE MINIMUM REQUIRED FOUNDATION AND SITE PREPARATION REQUIREMENTS AND SLAB ON GRADE THICKNESS TO HANDLE CONSTRUCTION LOADS.

DESIGN LOADS:
THE STRUCTURAL FRAMING WAS DESIGNED USING THE FOLLOWING SUPERIMPOSED LOADS, DESIGN WIND LOADS WERE DETERMINED IN ACCORDANCE WITH ASCE 7-16.

DESIGN CRITERIA: FOOTING HAS BEEN SIZED FOR A WIND AREA OF 18" WIDE X 97" HIGH

LIVE LOADS:
HS-20 = 240 PSF

WIND:
DESIGN WIND SPEED = 186 MPH
RISK CATEGORY = III
EXPOSURE C

SHOP DRAWING REVIEW:
SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.

ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. IN ALL INSTANCES, THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.

CONCRETE:
CONCRETE SHALL ACHIEVE MINIMUM 28 DAY COMPRESSIVE STRENGTHS AS FOLLOWS:

4,000 PSI REGULAR WEIGHT FOR FOOTINGS

REQUIRED CONCRETE COVERAGE OVER REBAR SHALL BE AS FOLLOWS:
3"FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH
THE REINFORCEMENT FOR FOOTINGS IN WHICH CONCRETE IS DEPOSITED AGAINST THE GROUND SHALL HAVE NOT LESS THAN 3 INCHES OF CONCRETE BETWEEN THE REINFORCEMENT AND THE GROUND CONTACT SURFACE. IF CONCRETE SURFACES AFTER REMOVAL OF THE FORM ARE TO BE EXPOSED TO THE WEATHER OR BE IN CONTACT WITH THE GROUND, THE REINFORCEMENT SHALL BE PROTECTED WITH NOT LESS THAN 3 INCHES OF CONCRETE FOR BARS LARGER THAN #5 AND 1-1/2"FOR #5 OR SMALLER BARS.

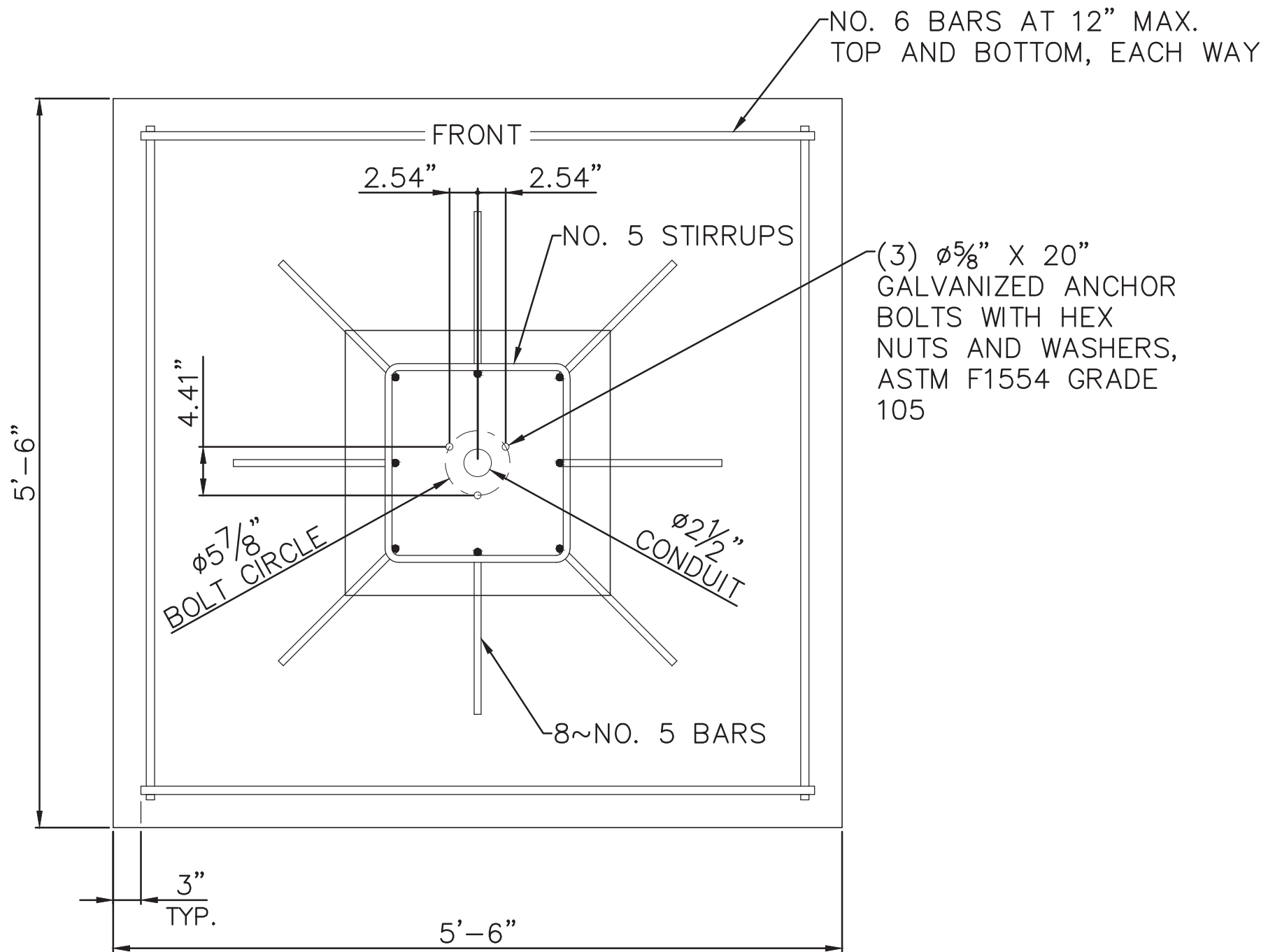
EXCAVATIONS FOR CONTINUOUS FOOTINGS SHALL BE CUT TRUE TO LINE AND GRADE AND THE SIDES OF FOOTINGS SHALL BE FORMED, EXCEPT WHERE SOIL CONDITIONS ARE SUCH THAT THE SIDES OF THE EXCAVATION STAND FIRM AND SQUARE. EXCAVATIONS SHALL BE MADE TO FIRM, CLEAN BEARING SOIL. WHEN POLYETHYLENE SHEETS ARE USED AS A VAPOR BARRIER BENEATH A GROUND FLOOR SLAB, THE SUB GRADE FOR THAT SLAB SHALL BE CONSIDERED A FORMED SURFACE FOR THE PURPOSE OF REINFORCING STEEL COVERAGE.

FORMWORK:
FORMWORK, SHORING, AND BRACING FOR ALL CONCRETE FOOTINGS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ACI 347, "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK".

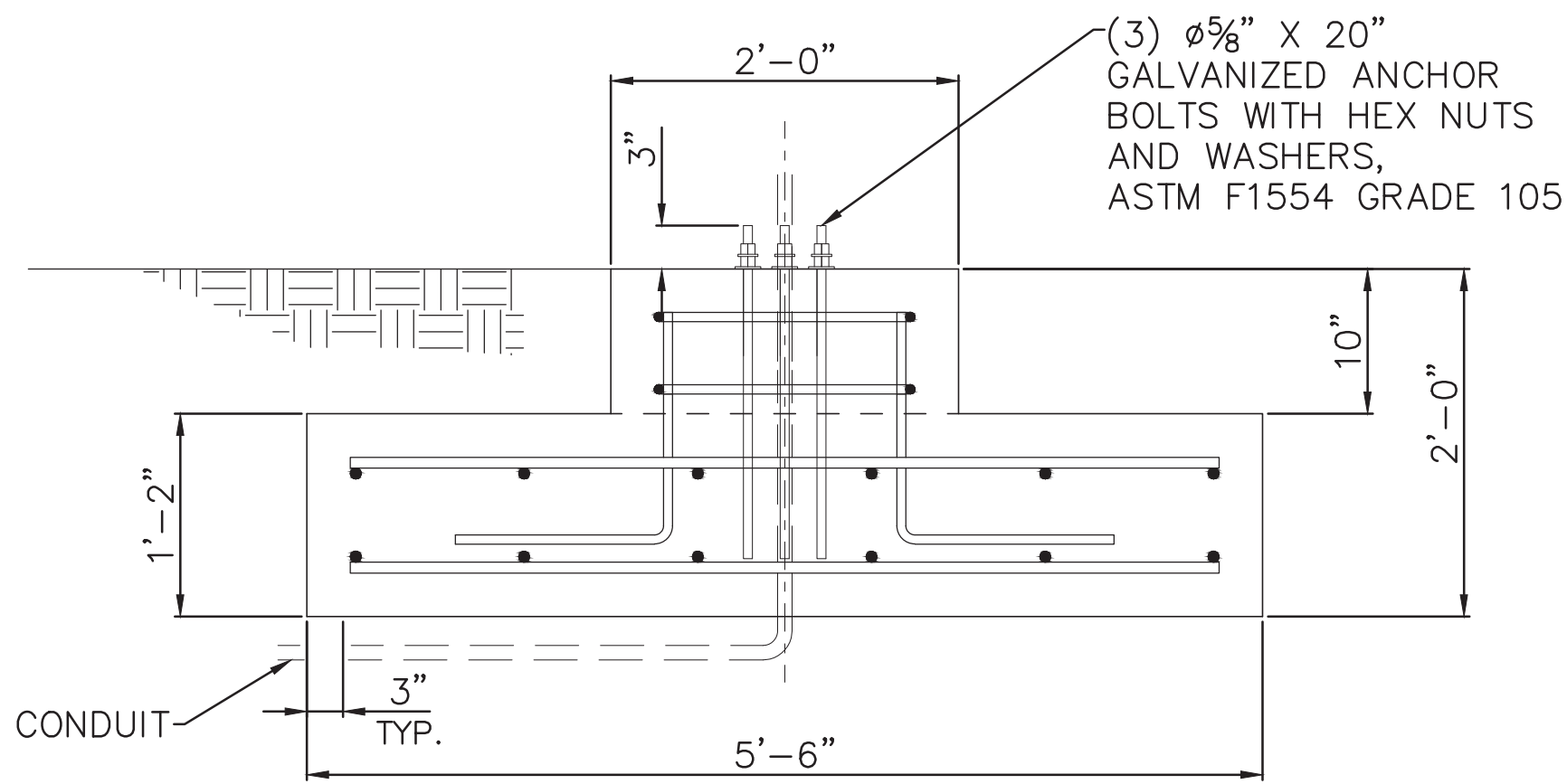
REINFORCING STEEL:
REBAR SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE, AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF THE ACI STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL SUBMIT REBAR SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION. HORIZONTAL AND VERTICAL BARS SHALL LAP 6 X BAR NO., UNLESS OTHERWISE NOTED. UNSCHEDULED FIELD LAPS ARE SUBJECT TO ENGINEER'S REVIEW.

FILL:
FILL AND BACKFILL TO BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE, AS DETERMINED BY THE MODIFIED PROCTOR TEST. COMPACTION LAYERS NOT TO EXCEED 12"

SOIL STATEMENT:
A. A MINIMUM SOIL CAPACITY OF 2000 PSF IS BASED ON VISUAL OBSERVATIONS OF THE SITE.
B. THE EXISTING SOIL CLASSIFICATION IS SANDY SOILS.
C. ALLOWABLE BEARING PRESSURE = 2,000 PSF.



FOOTING PLAN



SECTION A-A

BID SET 7/23/2024

REVISIONS							
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY



CHROME ENGINEERING INCORPORATED
16650 SW 88TH STREET,
SUITE 205 | MIAMI FL, 33196
(305) 432-6826
OSCAR J. CRUZ, P.E. LICENSE # 63889

NAME	DATE	NAME	DATE
DESIGNED BY ML	07/17/2023	DRAWN BY FC	07/17/2023
CHECKED BY OC	07/17/2023	CHECKED BY OC	07/17/2023
SUPERVISED BY:			



MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT
STEPHEN P. CLARK, CENTER
111 NW 1 ST
MIAMI, FLORIDA 33128

S-101



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NOTES:

THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS CONCEPTUAL ONLY. THE NARRATIVE PRESENTED HEREON CONTAINS REFERENCES TO THE CONTRACT DOCUMENTS, THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS, DESIGN PLAN SHEETS AS WELL AS REFERENCE TO OTHER CONSTRUCTION DOCUMENTS. THE COMPLETE STORMWARTER POLLUTION PREVENTION PLAN IS COMPRISED OF SEVERAL ITEMS INCLUDING THIS NARRATIVE DESCRIPTION, SECTIONS OR DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTORS PREPARED AND APPROVED EROSION CONTROL PLAN (ECP), WHICH SHALL BE PREPARED AND SUBMITTED IN ACCORDANCE WITH SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS, AS WELL AS ANY LOCAL NPDES REGULATIONS.

THE CONTRACTOR SHALL OBTAIN, IMPLEMENT AND COMPLY WITH THE REQUIREMENTS OF A CONSTRUCTION GENERAL PERMIT (CGP) FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES, IN ACCORDANCE WITH 62-621.300(4) FAC. THE CONTRACTOR SHALL SUBMIT A CGP NOTICE OF INTENT (NOI) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND DEVELOP AND SUBMIT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS PART OF THE CGP.

SITE DESCRIPTION	
PROJECT NAME: NEW VEHICLE CHARGING STATIONS - MIAMI DADE - DEPARTMENT OF SOLID WASTE MANAGEMENT SITE LOCATION: 8000 SW 107TH AVE, MIAMI FL 33173	OWNER OF PROJECT: MD-DSWM OWNER'S ADDRESS: MDOAD PROJECT COORDINATES: NORTHING AND EASTING : 25.695568 , -80.259836

DESCRIPTION OF NATURE OF CONSTRUCTION ACTIVITY
SITE CIVIL, FOR MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT, INCLUDING, PARKING PAVEMENT RESTORATION, INSTALLATION OF ELECTRICAL VEHICLE CHARGERS, AND ASSOCIATED APPURTENANCES, NEW PARKING LAYOUT AND INSTALLATION OF BOLLARDS.

SOIL DISTURBING ACTIVITIES INCLUDE:
EROSION CONTROL MEASURES, ELECTRICAL CONDUIT TRENCH EXCAVATION AND BACKFILL, ELECTRICAL PANEL AND CHARGING STATION INSTALLATION, PAVEMENT REJUVENATION AND BOLLARD INSTALLATION.

RUNOFF COEFFICIENT: 0.95

SITE AREA: ±0.15 Ac.

SEQUENCE OF MAJOR ACTIVITIES:

1. INSTALL SILT FENCE AND SYNTHETIC HAY BALES AS REQUIRED
2. INSTALL TEMPORARY SEDIMENT SUMPS, AS REQUIRED.
3. CLEAR AND GRUBBING
4. SAW CUT PAVED AREAS FOR TRENCH EXCAVATION OR ASPHALT/PAVEMENT REPAIRS
5. EXCAVATE CONDUIT TRENCHES
6. STOCK PILE TOP SOIL IF REQUIRED
7. STABILIZE DENUDED AREAS AND STOCKPILES AS SOON AS PRACTICABLE.
8. INSTALL UTILITIES, BOLLARDS, SLABS AND PANELS, MAKE NECESSARY ASPHALT/PAVEMENT RESTORATION
9. COMPLETE GRADING AND INSTALL PERMANENT SODDING/SEED & MULCHING OR SUB-BASE AS APPLICABLE
10. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES AND SOD AS REQUIRED.

NAME OF RECEIVING WATERS:	N/A
CONTROLS	

EROSION SEDIMENTATION CONTROL

STABILIZATION PRACTICES

WIND EROSION STABILIZATION: THE CONTRACTOR SHALL DENUDE ONLY AREAS WHERE IT IS EXPECTED TO BE GRADED OR ALTERED WITHIN A TWO (2) WEEK TIME FRAME. FINAL GRADES SHALL BE PERFORMED AND TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE APPLIED. AREAS WHERE CONSTRUCTION OPERATIONS WILL BE CONTINUOUS, FUGITIVE DUST SHALL BE MANAGED BY APPLYING A WATER SPRAY TO SATURATE THE SURFACE SOILS ON A DAILY BASIS, OR AS NEEDED TO MAINTAIN MINIMAL DUST TRANSPORT. FUGITIVE DUST SHALL BE MONITORED CONTINUOUSLY AND ADDITIONAL MEASURES MAY NEED TO BE TAKEN TO CONTROL OFF-SITE TRANSPORT OF UNACCEPTABLE LEVELS OF DUST.

TEMPORARY STABILIZATION: TOP OF SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 10 DAYS WILL BE STABILIZED WITH TEMPORARY GRASS AND MULCH NO LATER THAN 5 DAYS FROM THE LAST CONSTRUCTION ACTIVITY. GRASS SEED SHALL BE A MIXTURE OF 20 PARTS OF BERMUDA SEED AND 80 PARTS OF PENSACOLA BAHIA. THE SEPARATE TYPES OF SEED USED SHALL BE THOROUGHLY DRY MIXED IMMEDIATELY BEFORE SOWING. SEED WHICH HAS BECOME WET SHALL NOT BE USED. THE MULCH MATERIAL USED SHALL NORMALLY BE DRY MULCH. DRY MULCH SHALL BE STRAW OR HAY, CONSISTING OF OAT, RYE OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. ONLY UNDETERIORATED MULCH WHICH CAN BE READILY CUT INTO THE SOIL SHALL BE USED. AREAS OF THE SITE WHICH ARE TO BE PAVED WILL BE TEMPORARILY STABILIZED BY APPLYING STABILIZATION AND BASE.

PERMANENT STABILIZATION: DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASES SHALL BE STABILIZED AND RESTORED TO PRECONSTRUCTION CONDITIONS NO LATER THAN 5 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.

STRUCTURAL PRACTICES

STAKED SILT FENCES: THE STAKED SILT FENCES WILL BE CONSTRUCTED ALONG THE PERIMETER AS PREVIOUSLY EXPLAINED. THESE DEVICES WILL FILTER RUNOFF AND/OR DIVERT RUNOFF TO THE SEDIMENT BASINS (IF NEEDED).

SEDIMENT BASINS: THE SEDIMENT BASINS WILL BE CONSTRUCTED TO A MINIMUM OF 2' BELOW EXISTING GROUND AT THE CONTRACTORS DISCRETION TO ALLOW SILTS TO BE COLLECTED AND REMOVED PRIOR TO COMPLETION OF THE GRADING. EACH BASIN SHALL HAVE SIDE SLOPES NO STEEPER THAN 4:1 AND BE STABILIZED PRIOR TO USE.

STORM WATER MANAGEMENT

STORM WATER DRAINAGE WILL BE PROVIDED ACCOMPLISHED THROUGH THE EXISTING DRAINAGE SYSTEM, FILTERED THROUGH SILT BARRIERS (STAKED SILT FENCE, HAY BALES, EROSION EEL, ETC.)

OTHER CONTROLS

WASTE DISPOSAL

WASTE MATERIALS: ALL WASTE MATERIAL WILL BE COLLECTED AND STORED IN DUMPSTERS PER CITY OF MIAMI BEACH SOLID WASTE REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTERS. THE DUMPSTERS WILL BE EMPTIED A MINIMUM OF ONCE A WEEK OR MORE OFTEN IF NECESSARY, AND THE TRASH WILL BE HAULED TO A REGISTERED LANDFILL FOR DISPOSAL. NO EXCESS CONSTRUCTION MATERIALS WILL BE BURIED ON-SITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED IN THE ON-SITE OFFICE TRAILER AND THE CONSTRUCTION MANAGER RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTE: ALL HAZARDOUS WASTE MATERIALS, IF ENCOUNTERED, WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.

SANITARY WASTE: ALL SANITARY WASTE WILL BE COLLECTED FROM PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR, AS REQUIRED BY LOCAL REGULATION.

OFFSITE VEHICLE TRACKING

VEHICLE TIRES WILL BE CLEANED AS NEEDED TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM/TO THE SITE. DUMP TRUCKS HAULING MATERIAL FROM OR TO THE SITE WILL BE COVERED WITH A TARPALUIN AT ALL TIMES.

TIMING OF CONTROL MEASURES

AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, STAKED SILT BARRIERS, STABILIZED CONSTRUCTION ENTRANCES AND SEDIMENT BASINS WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 21 DAYS WILL BE STABILIZED WITH A TEMPORARY GRASS AND MULCH WITHIN 5 DAYS OF THE LAST DISTURBANCE. ONCE CONSTRUCTED ACTIVITY CEASES PERMANENTLY IN THAT AREA, THAT AREA WILL BE RESTORED TO PRECONSTRUCTION CONDITIONS AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE TRAPS AND THE STAKED SILT BARRIERS WILL BE REMOVED.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

THE STORMWATER POLLUTION PREVENTION PLAN REFLECTS THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) REQUIREMENTS FOR STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL, AS ESTABLISHED BY THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 40D-4 AND 40D-40. TO ENSURE COMPLIANCE, THIS PLAN WAS PREPARED IN ACCORDANCE WITH SFWMD'S "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT."

MAINTENANCE INSPECTION PROCEDURES

THESE ARE THE INSPECTION AND MAINTENANCE PRACTICES THAT SHALL BE USED TO MAINTAIN EROSION AND
ALL CONTROL MEASURES IN DISTURBED AREAS WILL BE INSPECTED AT LEAST ONCE EACH WEEK AND WITHIN 24 HOURS OF THE END OF ANY STORM EVENT OF 0.25 INCHES OR GREATER BY A CONTRACTORS REPRESENTATIVE. (WHERE SITES HAVE BEEN FINALLY STABILIZED SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.) ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE. SILT FENCE WILL BE INSPECTED REGULARLY FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND. THE SEDIMENT BASINS WILL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES TO PERCENT OF THE SEBIC CAPACITY OR AT THE END OF THE JOB. TEMPORARY AND PERMANENT GRASSING, MULCHING AND SODDING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH. A MAINTENANCE INSPECTION REPORT SHALL BE MADE AFTER EACH INSPECTION BY THE CONTRACTOR AND SHALL BE KEPT IN AN ACTIVE LOG READILY AVAILABLE AT THE JOB SITE CONSTRUCTION TRAILER. THE SITE SUPERINTENDENT WILL SELECT INDIVIDUALS WHO WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR ACTIVITIES. FILLING OUT THE INSPECTION AND MAINTENANCE REPORT WILL BE BY THE CONTRACTOR. PERSONNEL SELECTED FOR AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ON-SITE IN GOOD WORKING ORDER.

NON-STORM WATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

WATER FROM FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, WATER LINE FLUSHING, WATER USED TO SPRAY OFF LOOSE SOILS FROM VEHICLES, DUST CONTROL, PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED). ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.

GROUNDWATER DEWATERING ACTIVITIES ARE NOT COVERED BY THIS PERMIT. THE CONTRACTOR SHALL COMPLY WITH THE GENERIC FDEP PERMIT FOR THE DISCHARGE OF PRODUCED GROUNDWATER FROM ANY NON-CONTAMINATED SITE ACTIVITY PURSUANT TO 62-621.300 (2), F.A.C.

INVENTORY FOR POLLUTION PREVENTION PLAN

THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED, BUT NOT LIMITED TO, BE PRESENT ON SITE DURING CONSTRUCTION:

CONCRETE DETERGENTS PAINTS (ENAMEL AND LATEX) METAL TRENCH BOXES TAR (PAVEMENT) SAND	FERTILIZERS PETROLEUM BASED PRODUCTS AND FUELS CLEANING SOLVENTS WOOD STONE
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SPILL PREVENTION

MATERIAL MANAGEMENT PRACTICES

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GOOD HOUSEKEEPING:

THE FOLLOWING GOOD HOUSEKEEPING PRACTICES SHALL BE FOLLOWED ON-SITE DURING THE CONSTRUCTION PROJECT.

AN EFFORT SHALL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB. ALL MATERIALS STORED ON-SITE SHALL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER CONTAINED ENCLOSURE. PRODUCTS SHALL BE KEPT IN THEIR ORIGINAL MANUFACTURER'S LABELED CONTAINERS. SUBSTANCES SHALL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER. WHENEVER POSSIBLE, ALL OF A PRODUCT SHALL BE USED UP BEFORE DISPOSING OF THE CONTAINER. MANUFACTURERS' RECOMMENDATIONS FOR PROPER USE AND DISPOSAL SHALL BE FOLLOWED. THE SITE SUPERINTENDENT SHALL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ON-SITE.

HAZARDOUS PRODUCTS:

THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.

PRODUCTS SHALL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE. ORIGINAL LABELS AND MATERIAL SAFETY DATA SHALL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION. IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURERS' OR LOCAL AND STATE RECOMMENDED METHODS OF PROPER DISPOSAL SHALL BE FOLLOWED.

THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ON-SITE:

PETROLEUM PRODUCTS:

ALL ON-SITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ON-SITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS:

FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINTS:

ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

CONCRETE TRUCKS:

CONTRACTOR SHALL DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE OR DRUM WASH WATER AND SHALL INSTALL A CONTAINMENT BERM AROUND THIS AREA TO PREVENT RUNOFF TO THE REMAINDER OF THE SITE. HARD DEBRIS SHALL BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH LOCAL RULES AND REGULATIONS UPON COMPLETION OF THE PROJECT.

SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.

MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. EQUIPMENT AND MATERIALS WILL INCLUDE, BUT NOT BE LIMITED TO, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, KITTY LITTER, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS. SPECIFICALLY FOR THIS PURPOSE.

ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.

THE SPILL AREAS WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

SPILLS OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE.

THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.

THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS, WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE WILL DESIGNATE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA AND IN THE OFFICE TRAILER ON-SITE.

NOTICE OF TERMINATION		
A NOTICE OF TERMINATION WILL BE SUBMITTED TO EPA AFTER THE CONSTRUCTION HAS BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION.		
POLLUTION PREVENTION PLAN CERTIFICATION		
CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS HAVE BEEN READ BY ME OR MY DESIGNATED REPRESENTATIVE AND UNDERSTAND THAT THIS SYSTEM HAS BEEN PREPARED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.		
OWNER REPRESENTATIVE		
SIGNED: _____ NAME AND TITLE: _____ COMPANY: _____ ADDRESS: _____ DATE: _____		
CONTRACTOR'S CERTIFICATION		
I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.		
SIGNATURE	FOR	RESPONSIBLE FOR
NAME: _____ TITLE: _____ DATE: _____	COMPANY: _____ ADDRESS: _____ PHONE: _____	GENERAL CONTRACTOR TBD
NAME: _____ TITLE: _____ DATE: _____	COMPANY: _____ ADDRESS: _____ PHONE: _____	TEMPORARY AND PERMANENT STABILIZATION
NAME: _____ TITLE: _____ DATE: _____	COMPANY: _____ ADDRESS: _____ PHONE: _____	STABILIZED CONSTRUCTION ENTRANCE, EARTH DIKES, SEDIMENT BASIN

GENERAL SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATION, APPLICABLE PERMIT(S), AND THE PREVENTION, CORRECTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.
2. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
3. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
4. THE SITE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF BMPS TO MAKE SURE THEY ARE FUNCTIONING AS DESIGNED AT ALL TIMES.
5. THE BMP STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
6. CORRECTLY INSTALLED SILT FENCES WILL BE USED ALONG THE LIMITS OF CONSTRUCTION TO MINIMIZE OFFSITE SILTATION MIGRATION.
7. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED AND WHERE NO ACTIVE CONSTRUCTION IS OCCURRING.
8. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS OF TURBIDITY ABOVE EXISTING BACKGROUND LEVELS.

INLET PROTECTION

1. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH ½ - INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY THE STRIPS SHALL BE OVERLAPPED.
2. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
3. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
4. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
5. BALE SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
6. BALES SHALL BE PLACED LENGTHWISE IN SINGLE ROW SURROUNDING THE INLET WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
7. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
8. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.

BID SET 7/23/2024

NAME	DATE	NAME	DATE
DESIGNED BY ME	07/08/23	DRAWN BY ME	07/08/23
CHECKED BY		CHECKED BY	
SUPERVISED BY:			

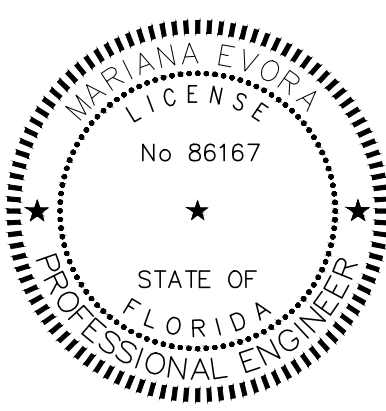


MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT
2525 NW 62 AVENUE, MIAMI,
FLORIDA 33147

SWPPP-1

SWPPP GENERAL NOTES

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
CHARGING STATIONS FOR ELECTRIC VEHICLES
8000 SW 107TH AVE, MIAMI, FL 33173
PROJECT NO. EDP--SW-185408--22 SHEET ____ OF ____



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

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DELTA CONSULTANTS LLC
4841 NW 1ST AVE,
MIAMI, FL 33127
MARIANA EVORA P.E. FL 86167



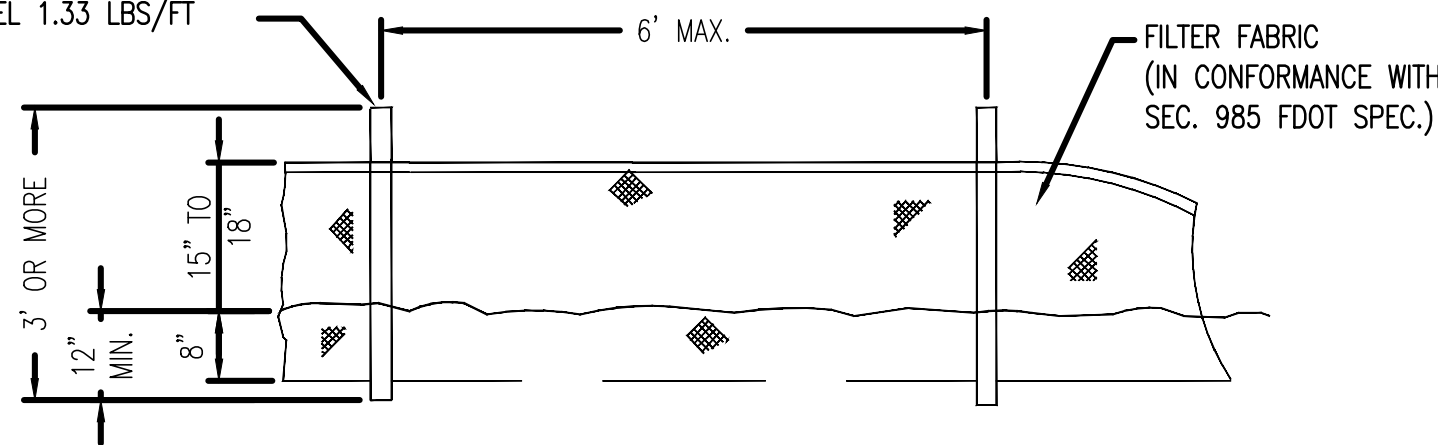
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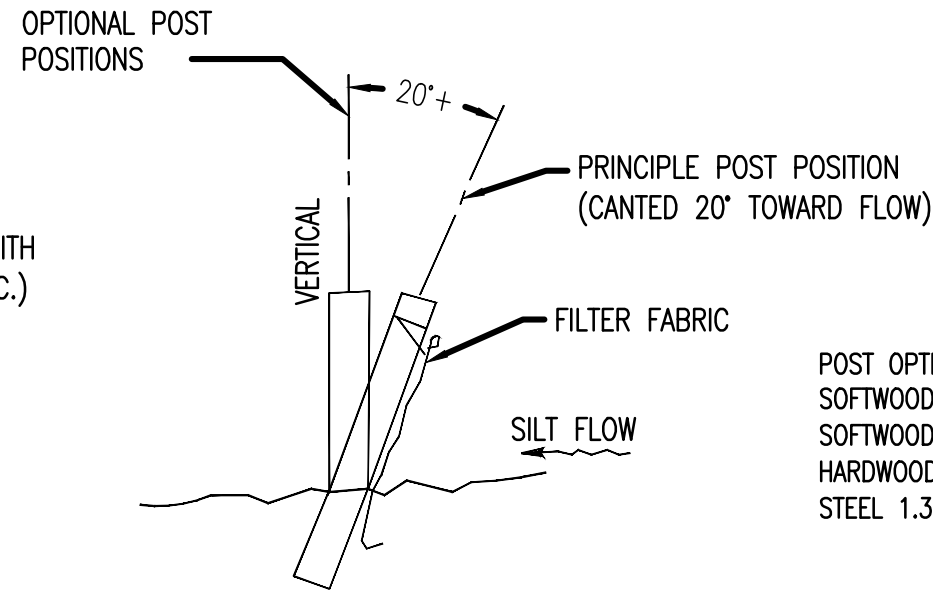
C:\Users\Delta - Thalia\OneDrive - Delta Consultants, LLC\05_Projects\Green Dade\WDC DSM\02_3B\60_Execution\65_Drawings\Civil\Drawings\65_SHEETS\Civil\3B-DESKTOP-220RPL0.dwg Jan 29, 2024 - 4:10pm THALIA

POST OPTIONS:
SOFTWOOD 2½" DIA.
SOFTWOOD 2" X 4"
HARDWOOD 1½" X 1½"
STEEL 1.33 LBS/FT



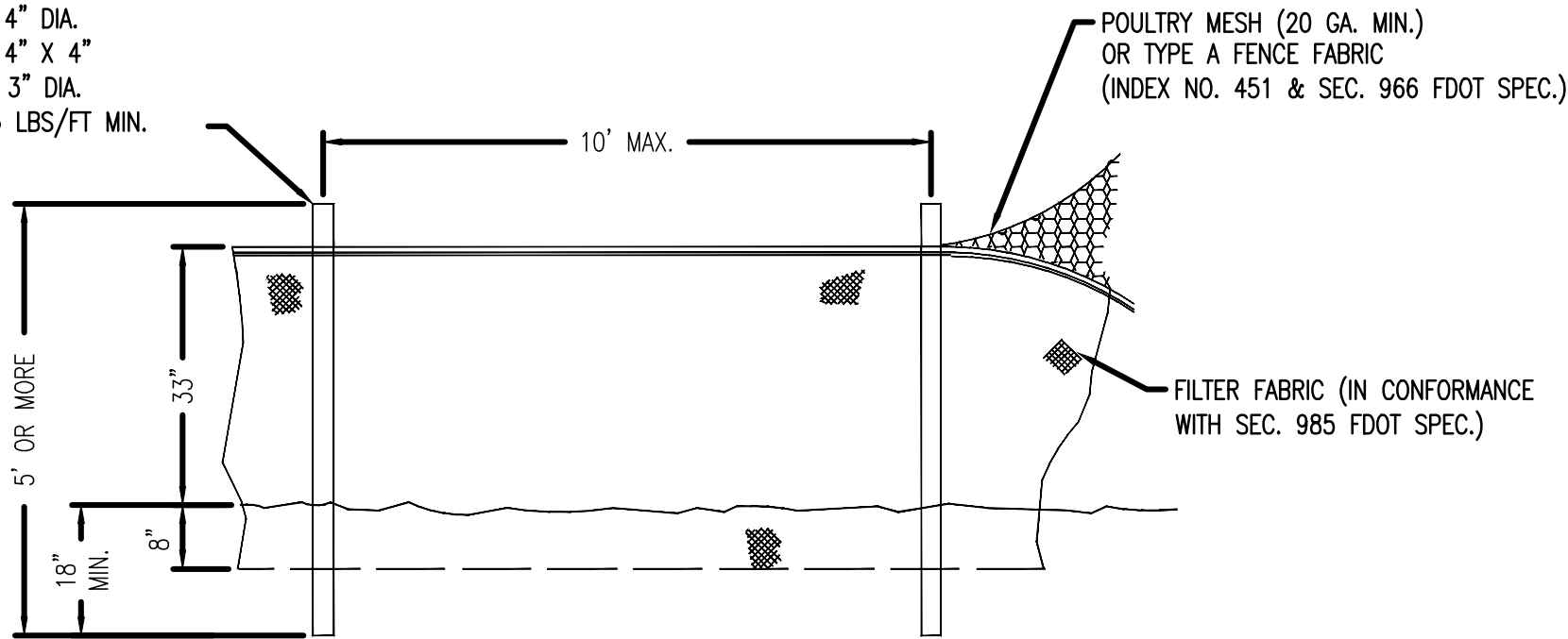
ELEVATION

TYPE III SILT FENCE

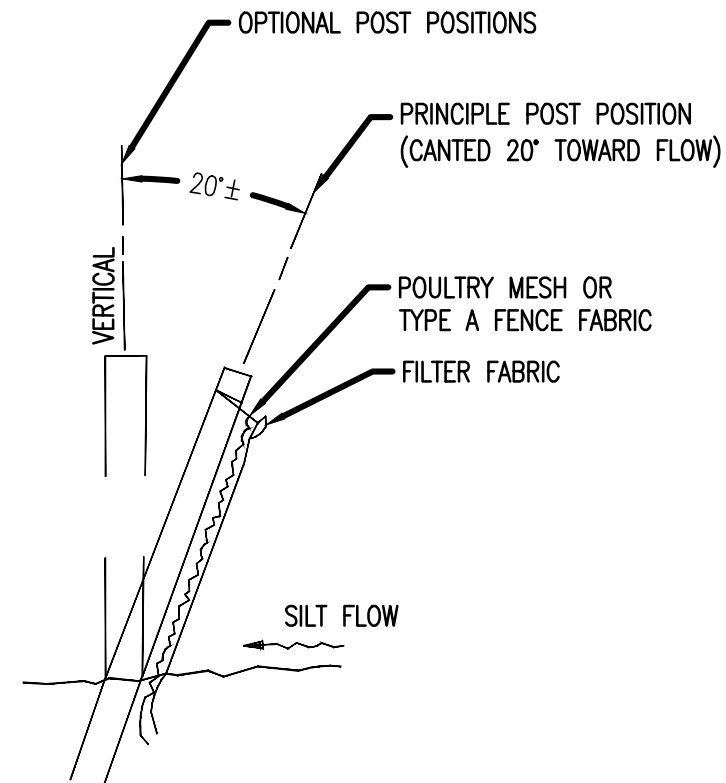


SECTION

POST OPTIONS:
SOFTWOOD 4" DIA.
SOFTWOOD 4" X 4"
HARDWOOD 3" DIA.
STEEL 1.33 LBS/FT MIN.

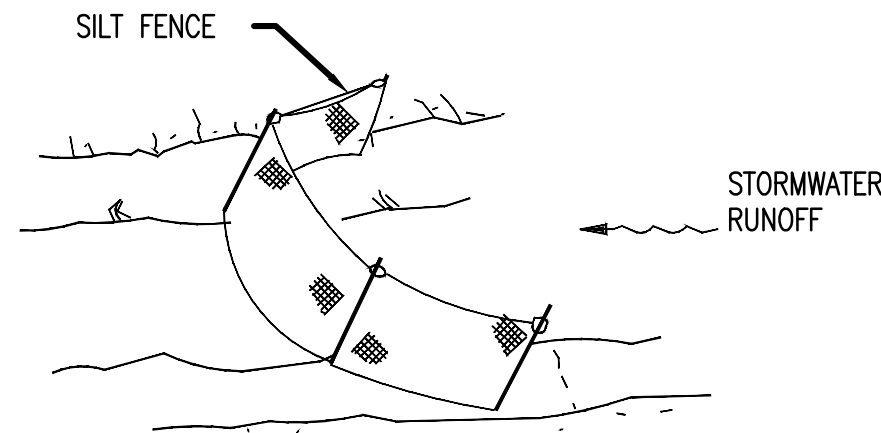


ELEVATION

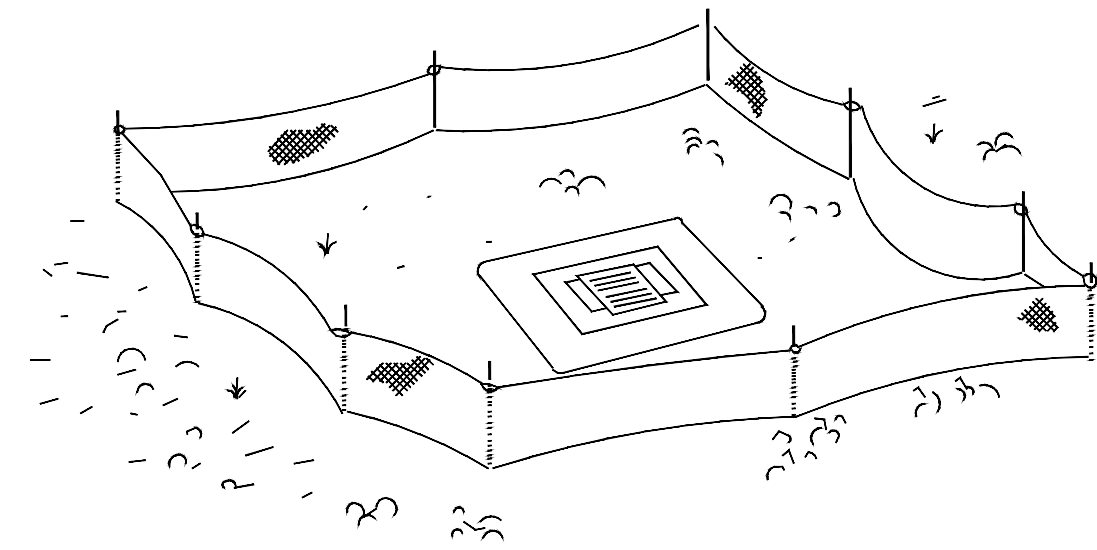


SECTION

TYPE IV SILT FENCE

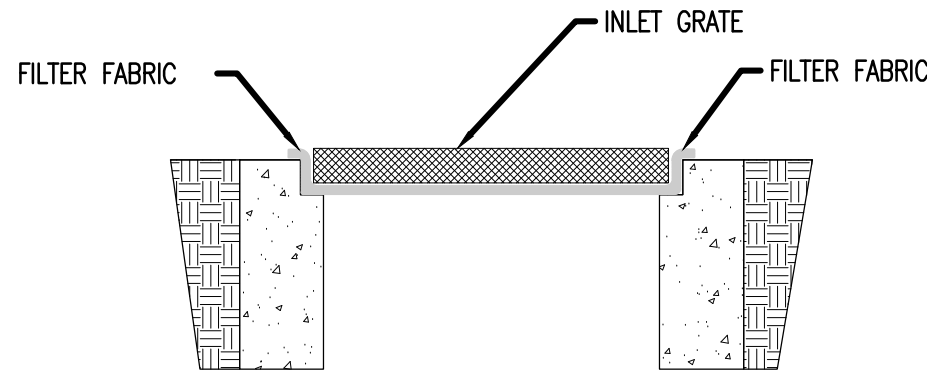


SILT FENCE PROTECTION
IN DITCHES WITH INTERMITTENT FLOW



SILT FENCE PROTECTION
AROUND DITCH BOTTOM INLETS.

SILT FENCE APPLICATIONS



NOTE:
SEE STORM WATER POLLUTION PREVENTION PLAN FOR LOCATION OF SILT TRAP.

INLET SILT TRAP DETAIL

NOTE: FOR INLETS WITHIN PAVED AREAS.

NOTES FOR SILT FENCES

1. TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART I, SHEET I.
2. TYPE IV SILT FENCE TO BE USED WHERE LARGE SEDIMENT LOADS ARE ANTICIPATED. SUGGESTED USE IS WHERE FILL SLOPE IS 1:2 OR STEEPER AND LENGTH OF SLOPE EXCEEDS 25 FEET. AVOID USE WHERE THE DETAINED WATER MAY BACK INTO TRAVEL LANES OR OFF THE RIGHT OF WAY.
3. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
4. WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.
5. SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, (LF).

ROCK BAG, BALED HAY, BALED
STRAW, AND SILT FENCE BARRIERS

N.T.S.

BID SET 7/23/2024

REVISIONS							
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY

Delta Consultants, LLC
MARIANA EVORA, P.E.
P.E. LICENSE NO. 86167
4841 NW 1ST AVE
MIAMI, FLORIDA 33127
PHONE: 305-240-9932

DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE
CHECKED BY	ME	07/08/23	CHECKED BY	ME	07/08/23
SUPERVISED BY:					

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE
MANAGEMENT
2525 NW 62 AVENUE, MIAMI,
FLORIDA 33147

SWPPP-2



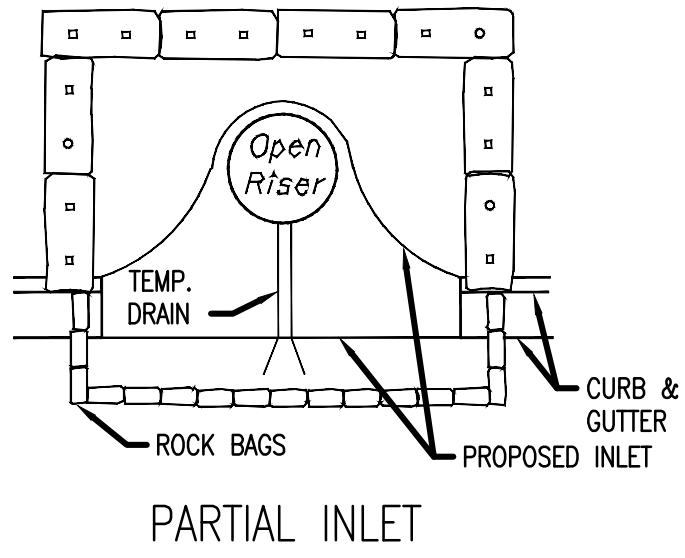
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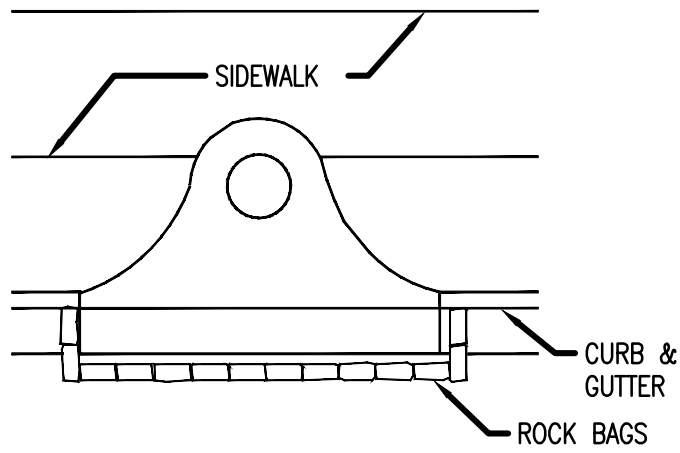
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SWPPP DETAILS

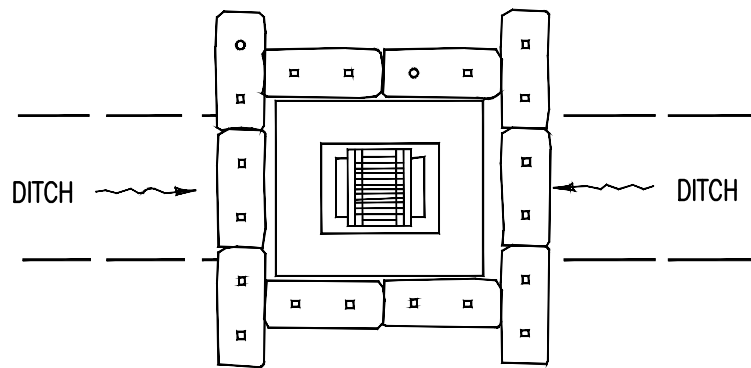
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PARTIAL INLET

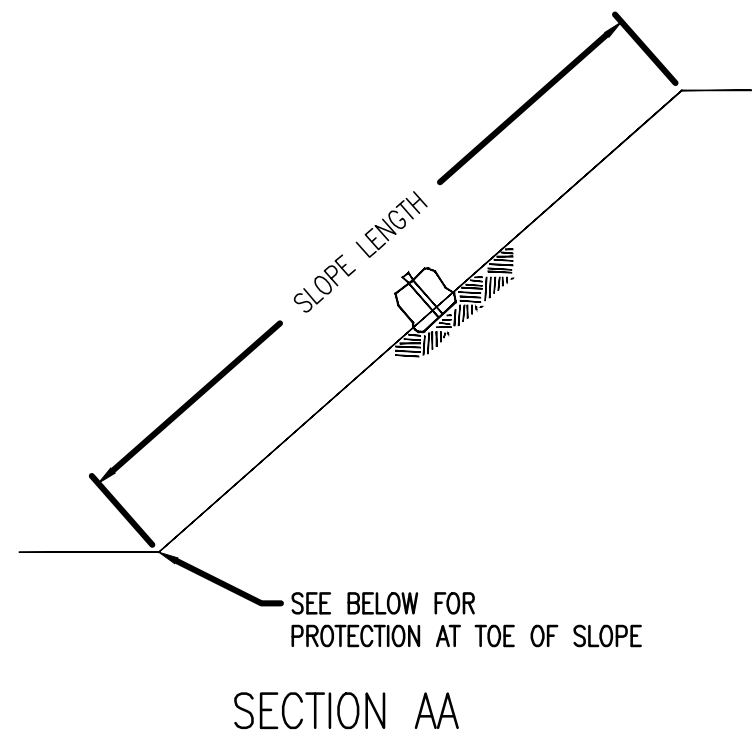


COMPLETED INLET

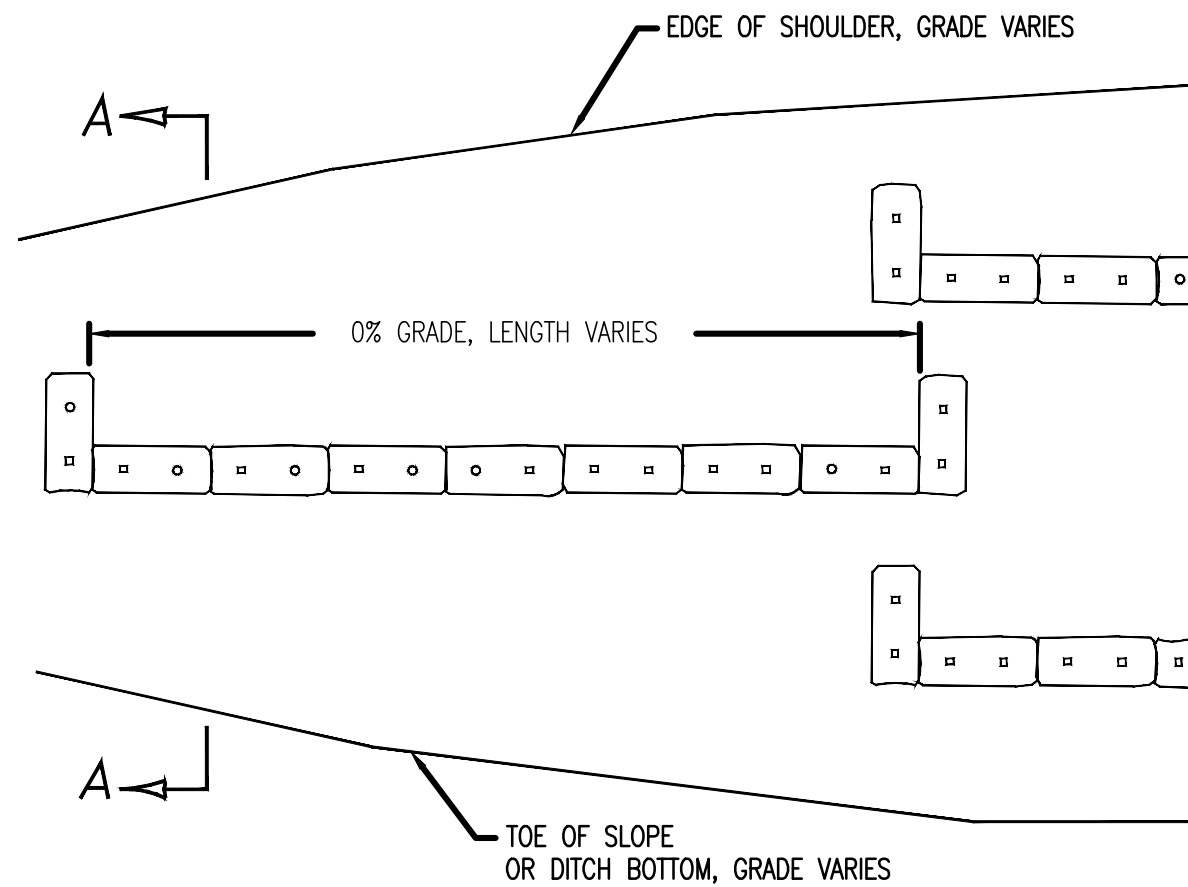


DITCH BOTTOM INLET

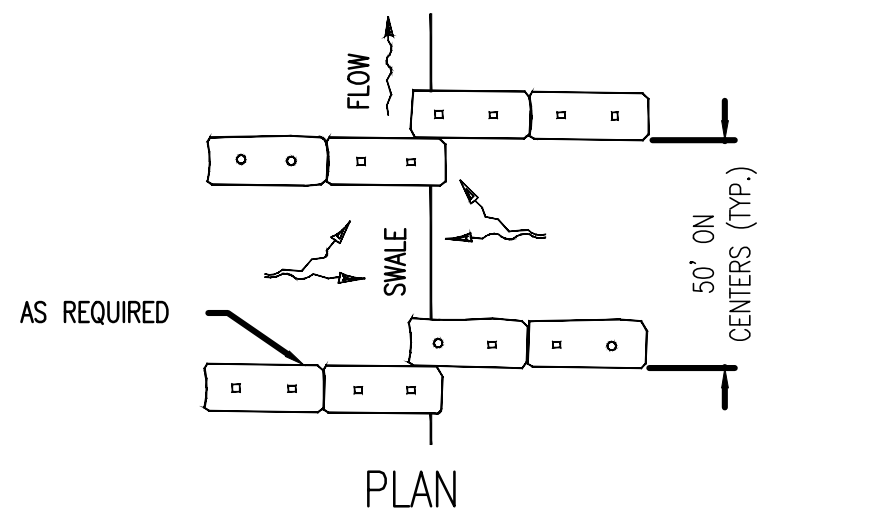
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



NOTE:
WHERE THE SLOPE LENGTH EXCEEDS 25 FEET, CONSTRUCT ONE ROW OF BALE BARRIERS AT 0% LONGITUDINAL GRADE MIDWAY UP THE SLOPE. CONSTRUCT TWO ROWS OF BALE BARRIERS WHERE THE SLOPE LENGTH EXCEEDS 50 FEET.

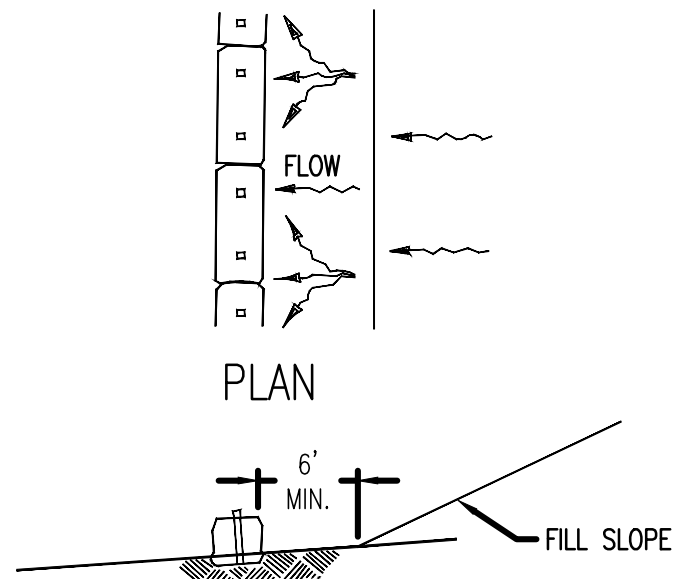


ALONG FILL SLOPE



ELEVATION

TO BE USED WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE

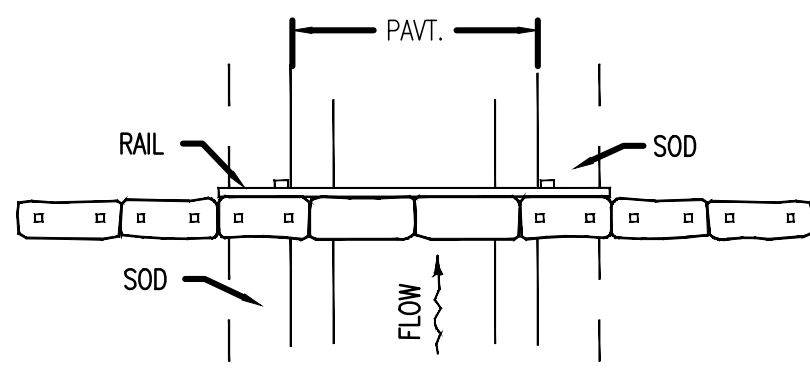


ELEVATION

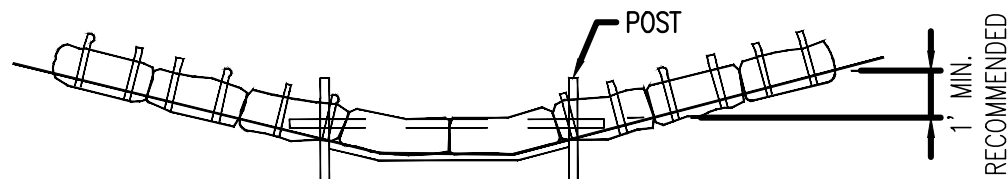
TO BE USED WHERE THE NATURAL GROUND SLOPES AWAY FROM THE TOE OF SLOPE

AT TOE OF SLOPE
BARRIERS FOR FILL SLOPES

ROCK BAG, BALED HAY, BALED
STRAW AND SILT FENCE BARRIERS
N.T.S.

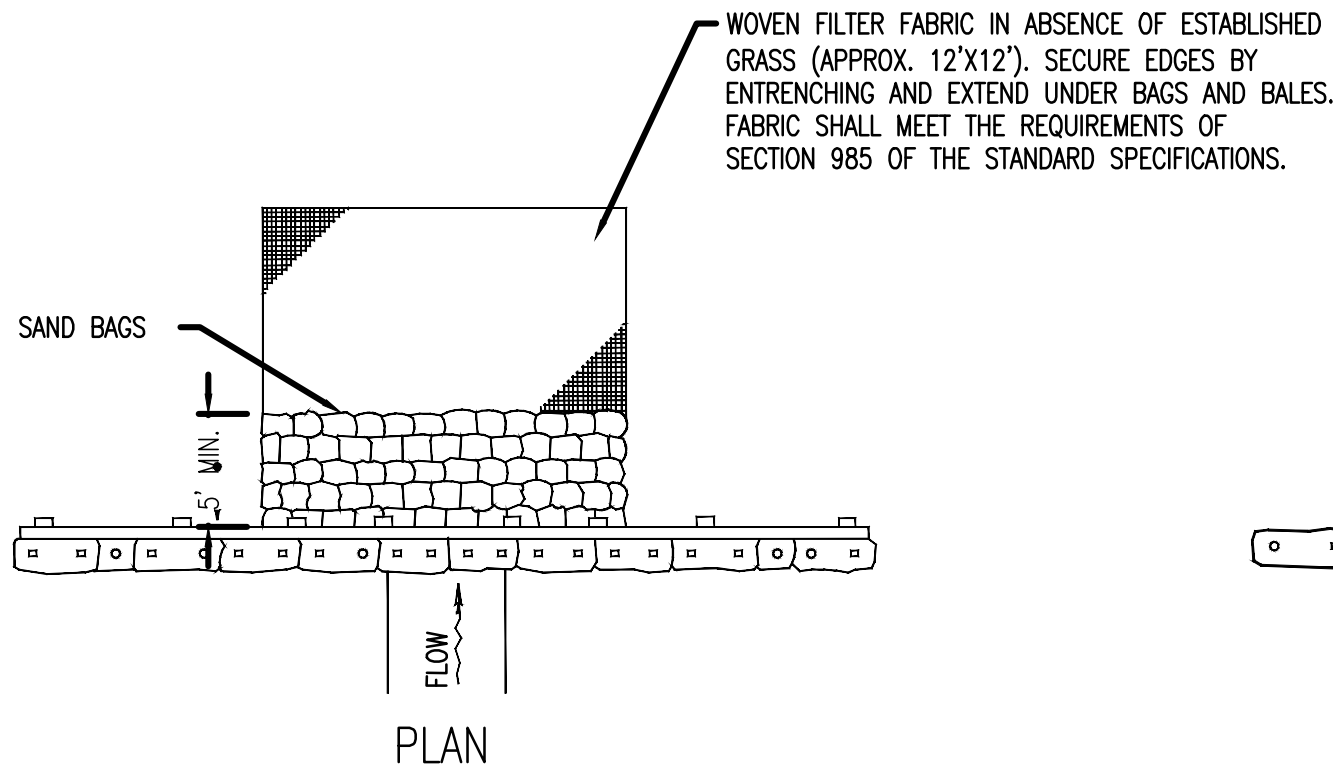


PLAN

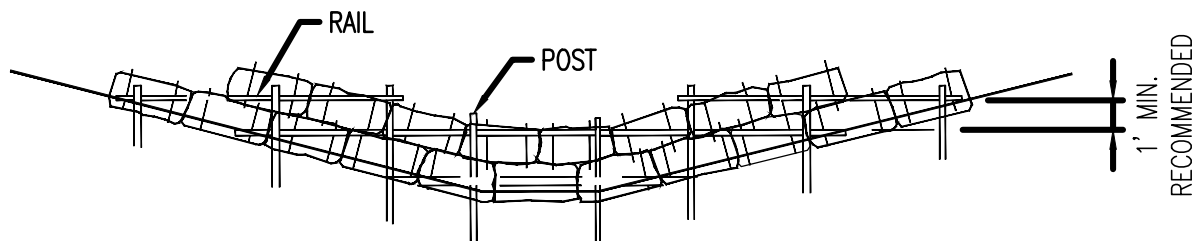


ELEVATION

BARRIER FOR PAVED DITCH

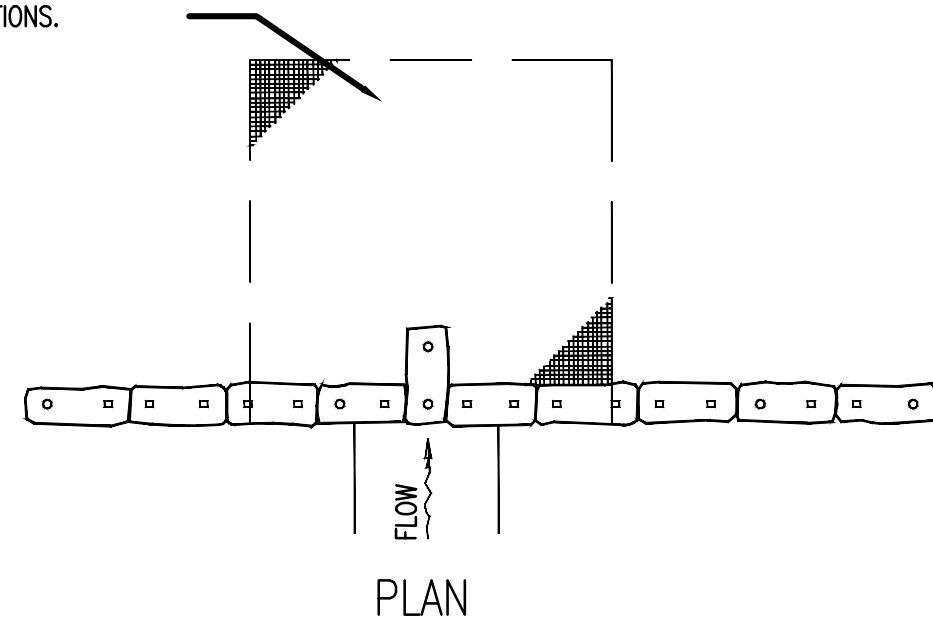


PLAN

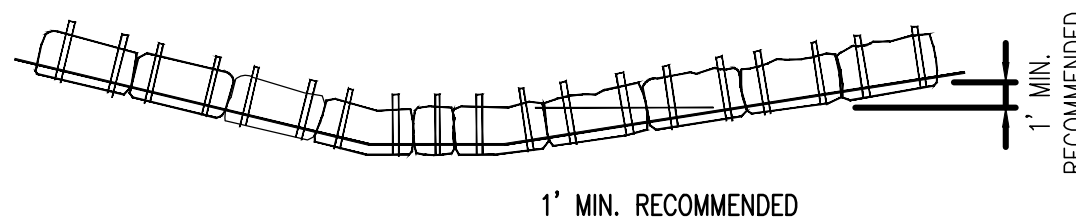


ELEVATION
TYPE II

ANCHOR TOP BALES TO LOWER BALES WITH 2 STAKES PER BALE.



PLAN

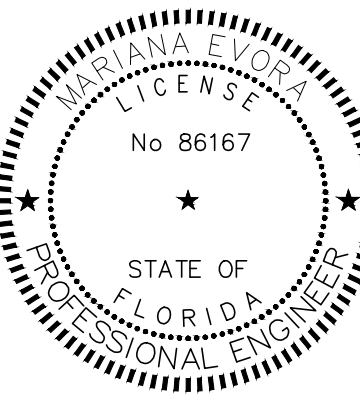


ELEVATION
TYPE I

BARRIERS FOR UNPAVED DITCHES

NOTES FOR BALED HAY OR STRAW BARRIERS

- TYPE I AND II BARRIERS SHOULD BE SPACED IN ACCORDANCE WITH CHART I, SHEET I.
- HAY BALES SHALL BE TRENCHED 3" TO 4" AND ANCHORED WITH 2 - 1" X 2" (OR 1" DIA.) X 4' WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- RAILS AND POSTS SHALL BE 2" X 4" WOOD. OTHER MATERIALS PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER.
- ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER. UNAVOIDABLE GAPS SHALL BE PLUGGED WITH HAY OR STRAW TO PREVENT SILT FROM PASSING.
- WHERE USED IN CONJUNCTION WITH SILT FENCE, HAY BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.
- BALES TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR BALED HAY OR STRAW, EA. THE UNIT PRICE SHALL INCLUDE THE COST OF FILTER FABRIC FOR TYPE I AND II BARRIERS. SAND BAGS SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR ROCK BAGS, EA.



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ON THE DATE ADJACENT TO THE SEAL

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MARIANA EVORA P.E. FL 86167



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BID SET 7/23/2024

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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MIAMI-DADE COUNTY
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2525 NW 62 AVENUE, MIAMI,
FLORIDA 33147

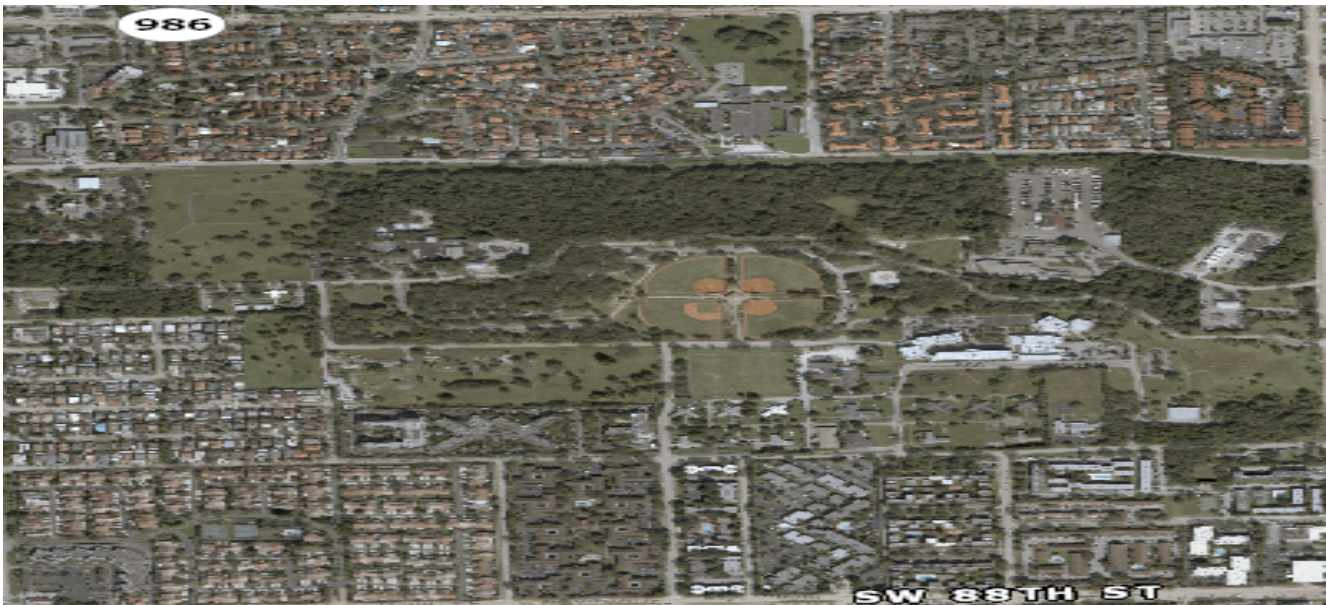
SWPPP-3

SWPPP DETAILS 2

Application: C2024057842

 Summary	 Contacts	 Fees	 Holds
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Tracking Number: 3024057842	Submittal Type: Electronic	Permit Number: In Progress
Application Type: ALT. EXTERIOR	Application Date: 2/5/2024	Permit Type: BLDG
Property Type: Commercial	Address(es): 1 VACANT	Permit Category: GENERAL (COUNTY)
Folio(s): 30-4031-000-0170	Square Footage: 0	Estimated Value: \$300,000
Proposed Use Detail: GOVERNMENT FACILITIES. INST CHARG STATIONS	Building Code: FBC 2023	



filter

▼

Task	↕	Current Disposition	↕	Current Disp. Date	↕	Reviewed By	↓
STRUCTURAL	<u>A</u>	4/22/2024		LOUREIRO, PEDRO	Checked Out	4/22/2024	
BUILDING	<u>A</u>	4/22/2024		VEGA, ORLANDO	Checked Out	4/22/2024	
ELECTRICAL	<u>A</u>	4/19/2024		CHERRY, DAVID	Checked Out	4/19/2024	
PUBLIC WORKS	<u>A</u>	4/19/2024		SANCHEZ, LISSETTE	Checked Out	4/19/2024	
FIRE	N	2/22/2024		RODRIGUEZ, LILIA	Checked Out	2/22/2024	
PLANNING	N	2/21/2024		MARTINEZ, RAMIRO	Checked Out	2/21/2024	
DERM FLOOD	<u>A</u>	2/21/2024		ESTEVEZ, CARLOS M.	Checked Out	2/21/2024	

IMPACT FEES	N	2/20/2024	GUTIERREZ, BEVERLY	Checked Out	2/20/2024
DERM CORE	A	2/20/2024	AYALA, YASMIN	Checked Out	2/20/2024
ZONING	A	2/20/2024	MARTINEZ, RAMIRO	Checked Out	2/20/2024
DERM PAVING & DRAINAGE	A	2/20/2024	CHEN, CHI-RUEY	Checked Out	2/20/2024
DERM TREES	A	2/20/2024	MACIAS, HILCIA	Checked Out	2/20/2024
PLUMBING	N	2/16/2024	URQUIAGA, WILFREDO	Checked Out	2/16/2024
MECHANICAL	N	2/16/2024	VILLAZON, MARTA E.	Checked Out	2/16/2024
UNSAFE STRUCTURES	A	2/15/2024	ERRICKSON, SPENCER	Checked Out	2/15/2024
UPFRONT FEES	A	2/13/2024	DENIS, YAMILEIDE	Checked Out	2/13/2024
NPVR				Pending	

Showing 1 to 17 of 17 entries

CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information



CT4021

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Specify model number followed by the applicable code(s).

The order code sequence is: **Model-Options**. **Software**, **Services** and **Misc** are ordered as separate line items.

Hardware

Description		Order Code
Model	1830 mm (6 ft) Single Port Bollard Mount	CT4011-GW1
	1830 mm (6 ft) Dual Port Bollard Mount	CT4021-GW1
	1830 mm (6 ft) Single Port Wall Mount	CT4013-GW1
	1830 mm (6 ft) Dual Port Wall Mount	CT4023-GW1
	2440 mm (8 ft) Dual Port Bollard Mount	CT4025-GW1
	2440 mm (8 ft) Dual Port Wall Mount	CT4027-GW1
Included	Integral Modem – North America	-GW1
Misc	Power Management Kit Bollard Concrete Mounting Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

*Note: ALL CT4000 stations include Integral Modem -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Assure	CT4000-ASSURE <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

Order Code Examples

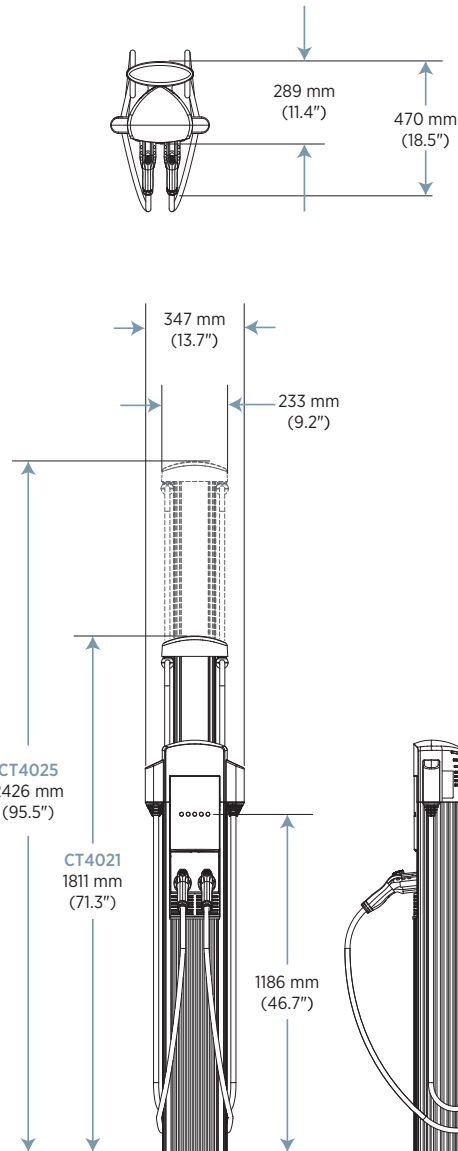
If ordering this...	...the order code is
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURE3
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1
ChargePoint Commercial Service Plan, 5 Year Subscription	CPCLD-COMMERCIAL-5
5 Years of Assure Coverage	CT4000-ASSURE5
Station Activation and Configuration	CPSUPPORT-ACTIVE

Architectural Drawings (Dimensions)

CT4021 1830 mm (6')

CT4025 2440 mm (8')

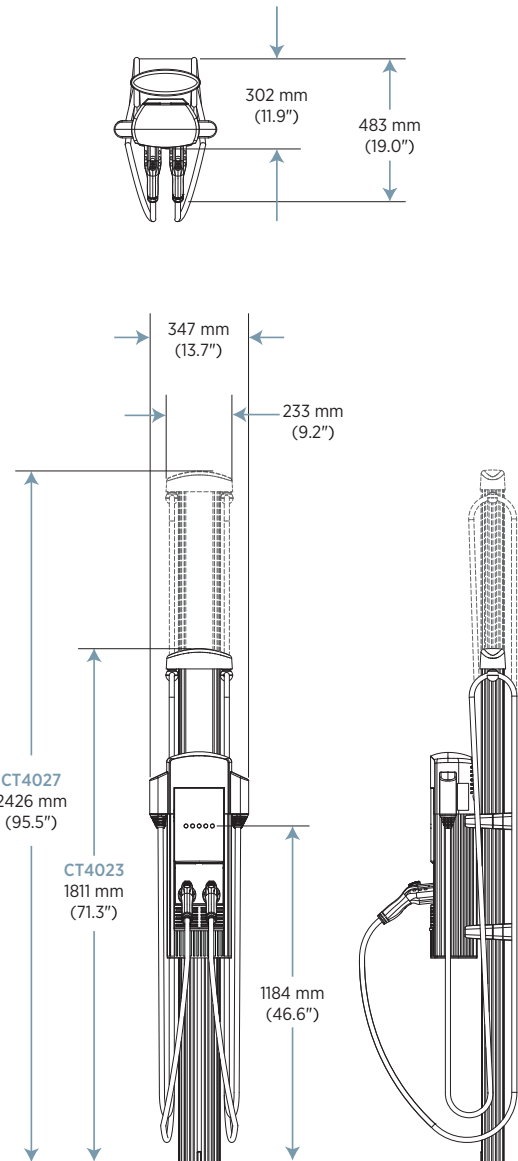
Bollard



CT4023 1830 mm (6')

CT4027 2440 mm (8')

Wall Mount



General Specifications

Electrical Input

Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type)
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring – Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)					

Electrical Output

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Standard	7.2 kW (240V AC @ 30A)	7.2 kW (240V AC @ 30A) x 2
Standard Power Share	n/a	7.2 kW (240V AC @ 30A) x 1 or 3.8 kW (240V AC @ 16A) x 2

Power Select 24A	5.8 kW (240V AC @ 24A)	5.8 kW (240V AC @ 24A) x 2
Power Select 24A Power Share	n/a	5.8 kW (240V AC @ 24A) x 1 Or 2.9 kW (240V AC @ 12A) x 2
Power Select 16A	3.8 kW (240V AC @ 16A)	3.8 kW (240V AC @ 16A) x 2
Power Select 16A Power Share	n/a	3.8 kW (240V AC @ 16A) x 1 Or 1.9 kW (240V AC @ 8A) x 2

Functional Interfaces

	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Connector Types	SAE J1772™	SAE J1772™ x 2
Cable Length — 1.8 m (6 ft) Cable Management	5.5 m (18 ft)	5.5 m (18 ft) x 2
Cable Length — 2.4 m (8 ft) Cable Management	n/a	7 m (23 ft)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7 in) full color, 640 x 480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour. Vehicle to grid connected and responsive to TOU signals
Local Area Network	2.4 GHz WiFi (802.11 b/g/n)
Wide Area Network	LTE Category 4

Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Safety and Compliance	UL and cUL listed; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing
Network	All stations include integral LTE modem and will be automatically configured to operate as gateway or non-gateway as needed

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document



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Listed by Underwriters Laboratories Inc.



Appendix – CT4000 Make Ready Requirements

CT4000 Make-Ready Requirements Specification

Introduction

This document provides best practices and guidelines for preparing a site to install EV charging stations (Make-Ready). “Make-ready” means that all necessary electrical infrastructure to operate the charging stations, all conduit and wire is pulled to the station location(s), all concrete work is completed properly so the stations can be mounted and any cellular repeaters are installed if required.

ChargePoint recommends that you plan for 5%-10% of parking spaces and 10%-15% for high EV adoption areas like California for future planning. Consideration of electrical infrastructure that supports current and future needs for EV charging will help avoid costly upgrades later as demands for EV charging grows.

Regardless of the specific type of CT4000 charging station you will be installing, these high level Make Ready specification will be the same.

ChargePoint recommends using a certified electrician to evaluate available capacity of existing electrical panels and to identify any electrical panel upgrades that may be required to support EV charging for multiple make-ready parking spaces. An onsite evaluation is necessary to determine conduit and wiring requirements from panel to proposed “make-ready” parking spaces, as well as to measure cellular signal levels and identify suitable locations for placement of any necessary cellular signal booster equipment.

Station Location

To help minimize costs you will want to choose station locations that are somewhat close to the available electrical infrastructure. In selecting these types of locations it helps minimize long conduit and wire runs as well as any trenching work. You should also consider locations where it will be easy to add future stations.

You also need to ensure that station locations have strong 3G cellular connectivity to allow ChargePoint to communicate with the stations. If there is a weak signal at the station location a cellular signal booster (repeater) will need to be installed (See the Cellular Signal Levels section later in this document).

Finally, consider how easy the stations are to find for drivers needing to access them.

EV Make-Ready Construction

All construction must conform to all local codes that are designated by the state, local municipality or authorities of where you are performing the construction. Conduit and wire size will need to be determined based on the length of runs from electrical panel to the station location. The National Electrical Codes and local codes will help determine appropriate sizing.

Each Level 2 charging port requires a dedicated single-phase electrical circuit (32A @ 208/240V) with 40A circuit breaker at the electrical panel. A certified electrician must install all electrical circuits in accordance with local and National Electric Code requirements.

General guidelines for “make-ready” include:

- 1) Evaluation of existing electrical infrastructure to determine if there is sufficient existing utility service and electrical panel capacity and identify costs for any necessary upgrades and/or a new dedicated electrical panel.
- 2) For installation of dedicated EV electrical panel, choose panel location in close proximity to existing electrical supply.
- 3) Identify station locations for EV charging that are in close proximity to an electrical room with common area electrical panel; reduce distance for conduit runs and electrical wiring from electrical panel to all proposed EV parking spaces.
- 4) Determine the appropriate mounting location.
- 5) Ensure the wiring, circuit protection and metering is in place at the station installation location by reviewing the specification, wiring diagram and grounding requirements later in this document.
- 6) Ensure that you are using 6 or 8 gauge wire to station. If you will be feeding the station with larger wire like 4 gauge then you will need to splice the wire for 6 or 8 gauge.
- 7) If possible, avoid or minimize trenching requirements, especially more costly trenching to run conduit under asphalt surfaces.
- 8) Choose adjacent parking spaces in an area with adequate lighting and identify suitable locations with flat surface for wall mount stations or suitable floor surface for pedestal mount stations (no asphalt surfaces).
- 9) Use dual-port pedestal mount stations where possible in open areas for adjacent or tandem parking spaces.
- 10) Determine optimum conduit layout to minimize linear conduit costs to multiple EV parking spaces and size all conduit and electrical wiring in accordance with National Electric Code requirements.
- 11) Measure cellular signal levels for 3G Verizon and 3G AT&T carriers and identify optimum location for placement of ChargePoint gateway devices.
- 12) Ensure that adequate CDMA (Verizon, Sprint) or GSM (AT&T, Rogers) cellular coverage is available at the station installation location. To ensure adequate signal strength in underground or enclosed parking structures, cellular repeaters may be required. (See the Cellular Signal Levels section later in this document)
- 13) For below ground-level or enclosed parking garages, installation of a cellular signal booster often is required with indoor antenna located near gateway device and EV parking spaces and outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signal levels are optimum.
- 14) Determine cost budget options for make-ready electrical infrastructure to satisfy current needs and future needs. Prioritize locations for installation of charging stations based upon immediate and future needs, construction timelines, and costs.

For bollard mount charging stations, prepare the installation site by following the instructions in the Preparing Concrete Pad chapter. The mounting template for the bollard can be found at www.chargepoint.com/support-installation-guides.php. Ensure the PDF version is accurate by printing it

at 100% scale on 11" x 17" paper and then verify at least one dimension. (See also the Prepare the Installation Site for Bollard Mount later in this document)

Review the CT4000 Data Sheet (available at www.chargepoint.com/support-product-data-sheets.php).

It is recommended that only new 40A dual pole breakers are to be used. Used breakers can damage equipment and cause a fire risk.

Always check local codes to ensure compliance. You may need to adjust this specification to comply with codes that apply at your installation location.

If you have pre-existing infrastructure or are using your own preferred electrical contractor to prepare your site for charging, a Site Validation by a ChargePoint Operations and Maintenance (O&M) partner will be required to certify compliance with electrical specification requirements and to ensure that everything was prepared to ChargePoint specifications.

Cellular Signal Levels

ChargePoint charging stations communicate over the ChargePoint network via 3G cellular carriers to provide the following features to property managers and EV drivers:

- User authentication, access control, & billing
- Energy usage reporting
- Charging station utilization and charging session details for analytical reporting
- Real-time charging status to drivers using the ChargePoint mobile app or web portal
- Ability for drivers to start & stop charging sessions using the ChargePoint mobile app
- 24-hr driver support to remotely start charging sessions (ChargePoint cards also start & stop sessions)
- Text notifications to drivers when vehicle battery is full or stops charging
- Station fault alarms and remote diagnostic capability
- Over-the-air software upgrades for new station features or enhancements (future proof)

General guidelines when measuring cellular signal levels:

- Do not rely on cell phone apps to measure cellular signals when conducting site surveys
- Take 3G AT&T & 3G Verizon signal strength readings at exact proposed charging station locations
- Take cellular readings at location of where a cellular signal booster antennae will be installed to ensure there is enough signal to boost

Requirements for acceptable 3G AT&T and 3G Verizon cellular coverage are:

- Weakest acceptable signal levels at gateway device without using a signal booster are -85 dbm for 3G AT&T WCDMA & -90 dbm for 3G Verizon EVDO (ECLO > -10 using Squid Pro 3G);
- For a cellular signal booster solution inside parking garages, the weakest acceptable signal level at outside antenna location should be between -95 dbm and -100 dbm (the weaker the signal the less coverage area inside using a signal booster);

Below are a few suggested options for cellular signal boosters:

- WeBoost 4G-X for all carriers in North America, supports voice, 2G, 3G and 4G, max gain of 70 db for up to 10,000 square feet of coverage area;
- SureCall Fusion 5 for all carriers in North America, supports voice, 2G, 3G and 4G, average gain of 65 db & max 72 db for up to 6,000 square feet of coverage area;
- SureCall Force 5 for all carriers in North America to provide up to 20,000 square feet of coverage inside parking structure.

ChargePoint O&M partners will validate acceptable cellular signal strength at the site using a cellular signal strength reader. We recommend using a Squid Pro 3G M2M signal meter from Berkeley Varitronics Systems to distinguish 2G vs 3G cellular carrier frequencies. For details concerning acceptable cellular signal levels and signal booster solutions, please reference Make-Ready Specifications section at the end of this document.

Electrical Panel

Level 2 charging stations are considered continuous load devices (EVs draw maximum load for long durations); and therefore, electrical branch circuits to EV chargers must be sized at 125% of the load in accordance with National Electric Code requirements. This means that for a maximum 32A @208/240V output to an electric vehicle, 40A breakers are required and wiring conductor ampacity sized in accordance with NEC code for continuous load devices. Typically, 6 AWG or 8 AWG insulated electrical wiring is used depending upon distance between the electrical panel and the charging station.

When planning for multiple EV charging stations, it is best practice to segment non-continuous and continuous loads, with all branch circuits for EV charging on a dedicated electrical panel assembly with 40A circuit breakers. When sizing new electrical panels dedicated for EV charging, all branch circuits will support continuous load, and the panel rating sized for at least 125% of the total load on each leg of a 3-phase panel.

Specifications

Dual port = 2 independent circuits

Electrical Input	SINGLE PORT			DUAL PORT		
AC Voltage	208/240VAC			208/240VAC		
	Current	Input Power Connection	Required Service Panel Breaker	Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch Circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A Branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A Branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby), 15W maximum (operation)					

Electrical Output

Standard	7.2kW (240VAC@30A)	7.2kW (240VAC@30A) x 2
Standard Power Share	n/a	7.2kW (240VAC@30A) x 1 OR 3.8kW (240VAC@16A) x 2
Power Select 24A	5.8kW (240VAC@24A)	5.8kW (240VAC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240VAC@ 24A) x 1 OR 2.9kW (240VAC@12A) x 2
Power Select 16A	3.8kW (240VAC@16A)	3.8kW (240VAC@16A) x 2
Power Select 16A Power Share	n/a	3.8kW (240VAC@16A) x 1 OR 1.9kW (240VAC@8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18' (5.5 meters)	18' (5.5 meters) x 2
Overhead Cable Management System	Yes	
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

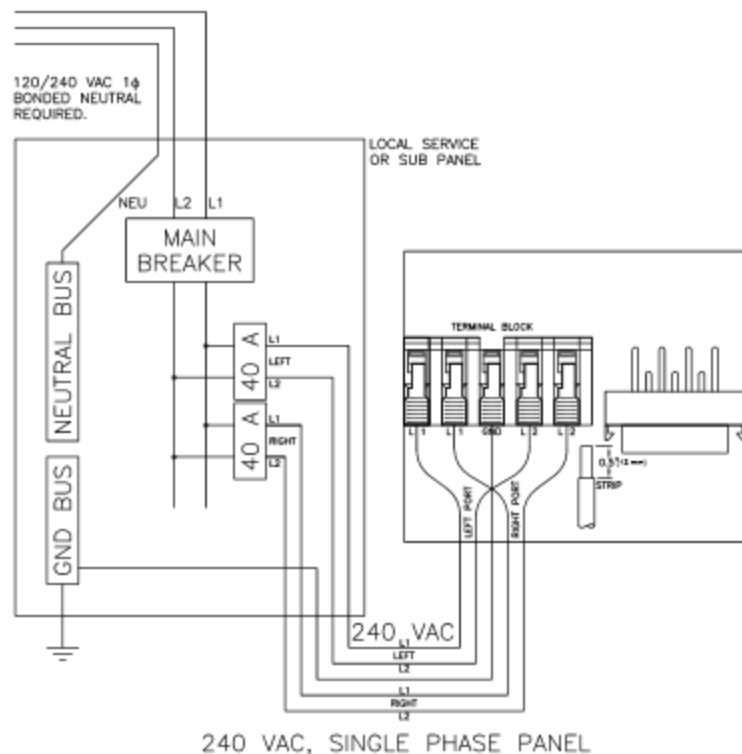
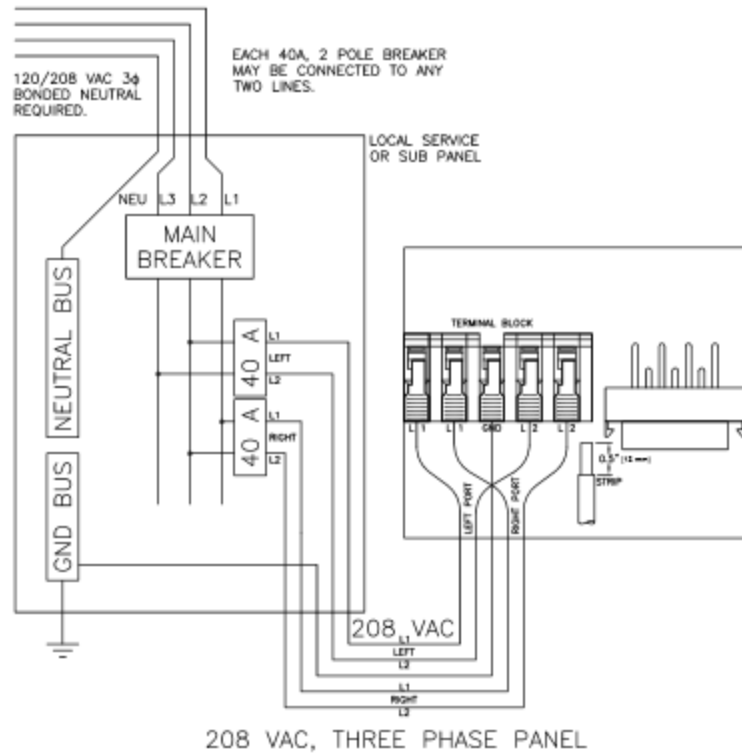
Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Storage Temperature	-40°F to 122°F (-40°C to +50°C)
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	221°F (105°C)
Maximum Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.

Dual Circuit Wiring Diagram

The following illustration describes the wiring for installing a CT4000 on a dual circuit. Wiring for a single circuit installation is described on the next page. Grounding requirements are described on page 1-6.

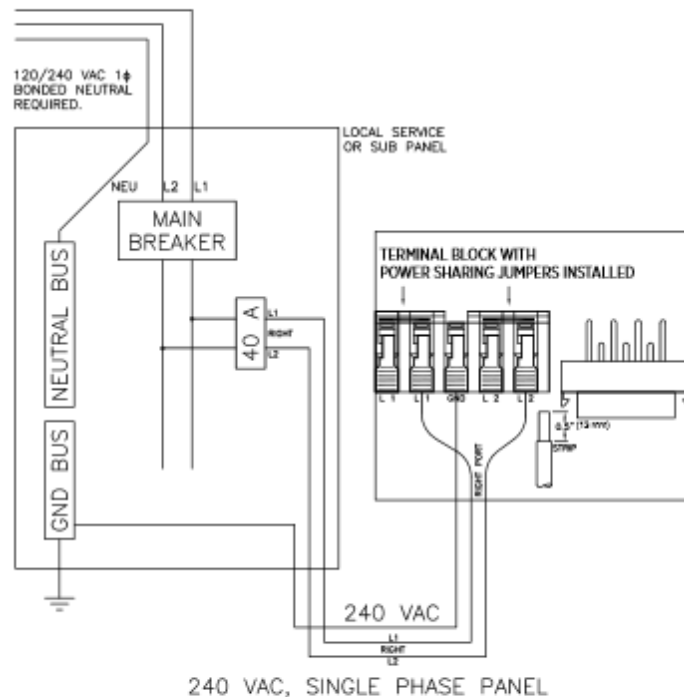
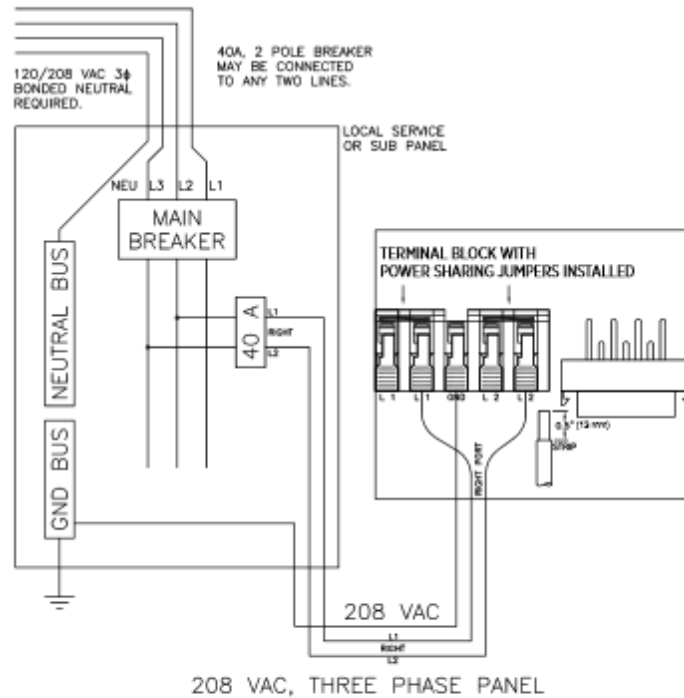
NOTE: Requires two dedicated circuits, each with its own two pole 40 A breaker. See Appendix B for lower power operation options.



Single Port or Shared Power Wiring Diagram

The following illustration describes the wiring for installing a dual port CT4000 on a shared single circuit. For this installation, you will need the power sharing kit to allow both ports to share a two pole 40A circuit breaker. Wiring connections are provided in Appendix B. Grounding requirements are described on page 1-6. See Appendix B for lower power operation options.

Wiring for a dual circuit installation, see the previous page.



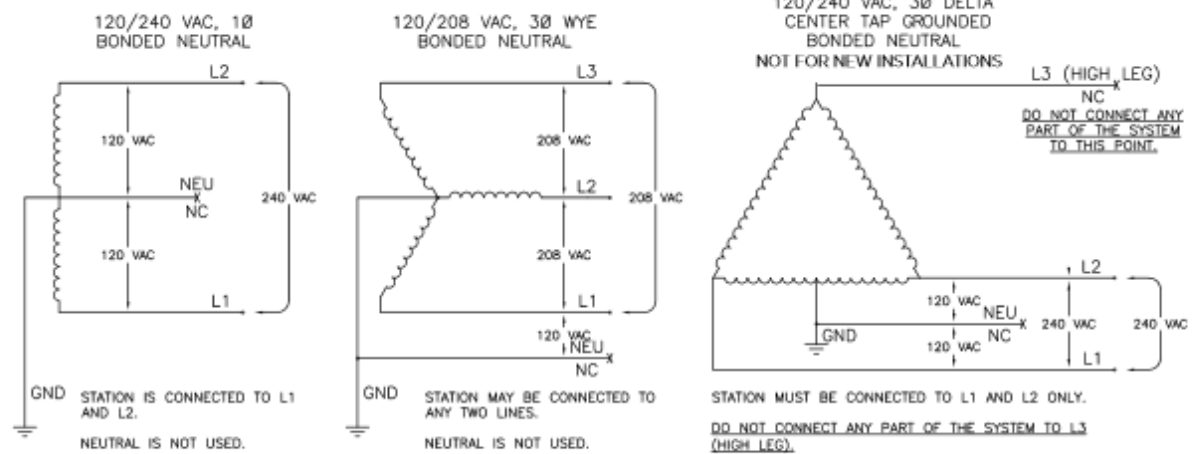
Grounding Requirements

The voltage of either line, relative to ground, must not fall below 80 volts or a Floating Line Connection error occurs (see page 5-3). Because the voltage of either line relative to ground must not be allowed to fluctuate, use only center-grounded systems. Neutral is not used to power the station but must be properly connected to ground, at the panel or transformer, to provide the necessary voltage reference relative to ground.

Connect to these systems

In a wye system, connect the station to ANY two lines, as shown below.

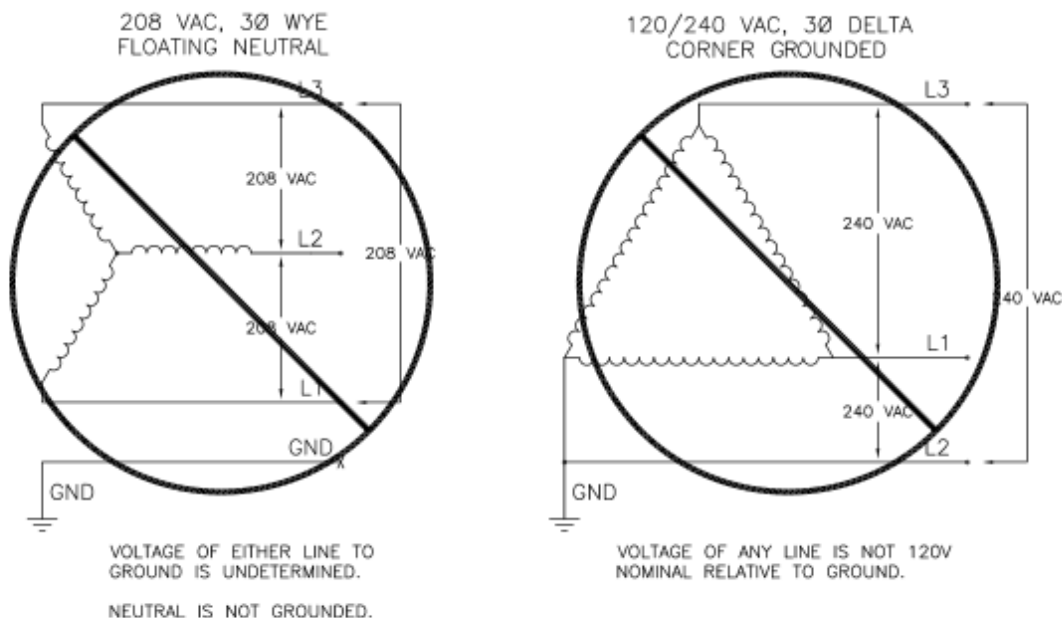
In a delta system, connect the station to a center-tapped secondary only, where the center tap is bonded and the station is connected to L1 and L3. This allows voltages to remain constant regardless of other loads that may be using the lines.



Do not connect to these systems

Do not connect ChargePoint stations to the following types of power sources:

- 120/208 VAC 3 phase wye, ungrounded
- 120/240 VAC 3 phase delta, corner-grounded
- Any system where the center point of the AC power source is not grounded



Preparing the Installation site for a Wall mount Station

When preparing the site for wall mounted stations, the conduit and wire must be brought to the location of the where the stations will be mounted. Below, are a couple images of sites showing how the conduit and wire was brought to the location where a wall mounted station will be installed. Flex conduit must be used to bring the wire to the station.



***NOTE:** When installing onto an existing concrete surface, you will need only 6 Galvanised Hex Nuts and 6 Galvanised Washers. But you will need several consumables as described on page A-3.

Casting into New Concrete

Before casting into new concrete, review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, refer to the illustrations below and to the CT4000 Installation Template (75-001094-01) included in this installation kit.



IMPORTANT:

- Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.
- The concrete block must measure at least 24" on all sides.
- The bolt threads must extend 3" above the concrete.
- The conduit must be at least 1 1/2" in diameter and extend 12" to 24" above the concrete.
- Refer to the CT4000 Installation Guide for detailed installation instructions.

Kit Components Needed

You will need the entire contents of the CT4000 Concrete Mount Kit.

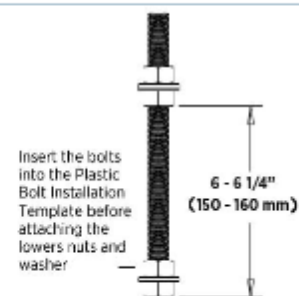
Follow These Steps

1. Install two nuts, with two washers captured between them, onto each of the three bolts, as illustrated. Lock them together so the lower end of the upper nut is located 6 - 6 1/4" from the bottom of the bolt. This sets the length of the exposed threads.
2. Insert the three bolts through the Plastic Bolt Installation Template. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
3. On the bottom of each bolt, install a nut, a washer, and a nut. Lock the two nuts together so that the lower nut aligns to the bottom of the bolt.
4. Immediately after pouring the concrete, push the bolts into the concrete 6" deep, as illustrated. Ensure correct alignment and that the top 3" of the bolts remain exposed. Rotate the bolts as you insert them to draw concrete into the threads.

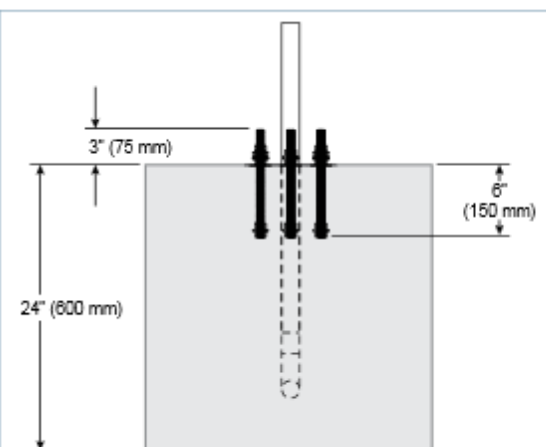
NOTE:

- It is important to rotate the bolts as you insert them. This allows the concrete to fully coat the threads of the bolts, reducing the amount of trapped air.
 - The Plastic Bolt Installation Template can be left in place.
5. When the concrete is fully set, remove the upper nuts and one washer to install the bollard's mounting post.

You are now ready to install the CT4000's bollard mount. Refer to the CT4000 Installation Guide.



BOLT PREPARATION



Installing on Existing Concrete

If installing on existing concrete, perform the following tasks:

- Review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, reference the CT4000 Installation Template (75-001094-01) included in this installation kit.
- Review the dimensions of the existing concrete slab. To safely mount a CT4000 charging station, the concrete must be at least 6" thick. At this thickness, all of the CT4000's mounting bolts must be positioned at least 15" from the front edge, at least 12" from the side edges, and at least 6" from the rear edge of the concrete slab.
- If an existing charging station is already in place at the installation site, turn off all power to the station and disassemble according to the original manufacturer's instructions. Cut away any existing bolts or non-power conduit stub-up to ground level. You may need to plug cut-away conduits at the slab end, and disconnect wiring at the other end.

IMPORTANT: Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

Kit Components Needed

The CT4000 Concrete Mount Kit contains 12 Heavy Galvanized Hex Nuts and 9 Galvanized Washers. You will need only 6 of each.

Tools Required

Electric drill or Hammer drill (½" chuck may be required depending on drill bits used) (1)

Consumables Required

These consumables can be ordered online directly from McMaster (McMaster Product #s are included in the table below). Delete any items you already have, and change quantities to accommodate the number of stations you are installing.

NOTE: The consumption rate of these products will vary depending on conditions at the installation site.

Quantity	McMaster Product #	Description	Purpose
1*	7505A55	Epoxy Adhesive for Concrete, 9.3 Ounce Cartridge (includes two mixing nozzles)	Filling drilled holes.
1*	7505A56	Mixing Nozzles for 9.3 Ounce Epoxy Adhesive for Concrete	Filling drilled holes. NOTE: You may need extra mixing nozzles to accommodate delays of over three minutes when applying epoxy.
1	7622T23	Ratchet Rod Caulk Gun with Half-Barrel Frame for 10-13 Ounce Cartridge, 6:1 Thrust	Filling drilled holes. NOTE: Any standard caulk gun will work.
1	7437K35	Electrical Cleaning and Maintenance Aerosol, Any Angle Spray Duster, 8 Ounce Net Weight	Cleaning drilled holes.
1	2960A22	Slow Spiral Round-Shank Masonry Drill Bit, ¾" diameter, ½" Shank, 10" Drill Depth, 12" Length Overall	Drilling ¾" holes in concrete. NOTE: The holes must be at least 6" deep.
1	28655A25	Drill Bit for Concrete Embedded Rebar, Round, ¾" bit size, ½" Shank diameter, 12" Length Overall	Drilling ¾" hole through rebar.
1	7221T13	Nylon Loop-Handle Brush, ¾" Brush Diameter, 3" Length Brush, 8 ½" Length Overall	Cleaning drilled holes.
1	9753K47	Push-on Round Cap, fits ¾" - 1 ¼" OD, ½" Inside Height, Packs of 100	Keeping the epoxy inside the drilled holes in situations where the slab is only 6" deep.

* Quantity based on installation of one charging station.

Follow These Steps

1. Install two nuts with two washers captured between them. Lock them together so the lower end of the nut is located 6" from the bottom of the bolt. This sets the length of the exposed threads.
2. Use the Plastic Concrete Bolt Installation Template to mark the hole locations.
3. Remove the template and drill three $\frac{3}{4}$ " diameter holes 6" deep into the concrete. When locating the template, consider the charging station's total footprint. For reference, a template for the CT4000 charging station with CMK is included in this kit.

NOTE:

- It is important that the bolts are parallel after installation. Therefore, ensure the drill holes are plumb by using a bubble level to check the angle of the drill after drilling 1 to 1 $\frac{1}{2}$ ".
 - If installing over existing buried conduit, position the center of the template around the conduit stub-up.
 - You may need two drill bits - one for the concrete (with the pilot) and another for the rebar (without the pilot). Always start the hole using the standard drill bit, then switch to the rebar drill bit only if drilling through rebar.
4. Remove all dust from inside the drilled holes using compressed air, or a vacuum and/or a brush.
 5. If the concrete slab is only 6" deep, insert a plug (McMaster Product #9753K56) in each hole to keep the epoxy in place until it hardens. Place the plug over the long end of a bolt and then use the bolt to push the plug to the bottom of the hole.
 6. Fill each hole with epoxy to about 2 $\frac{1}{2}$ " to 3" below the top. Continue immediately to the next step because the epoxy sets within about eight minutes.

NOTE: Inserting the threaded bolts displaces the epoxy, causing it to fill the holes to grade level. If the epoxy is below grade level, you can add more after the next step.

7. Place the Plastic Concrete Bolt Installation Template over the holes. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
8. Insert the bolts through the template, into the holes. Rotate the bolts as you insert them to draw epoxy into the threads.

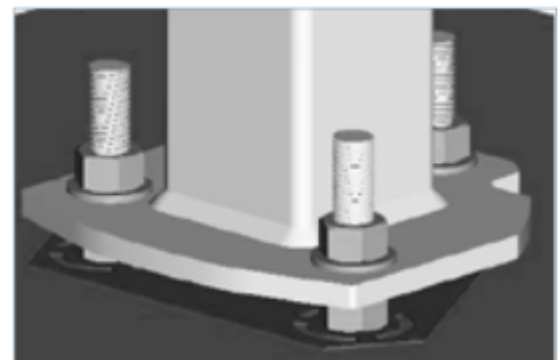
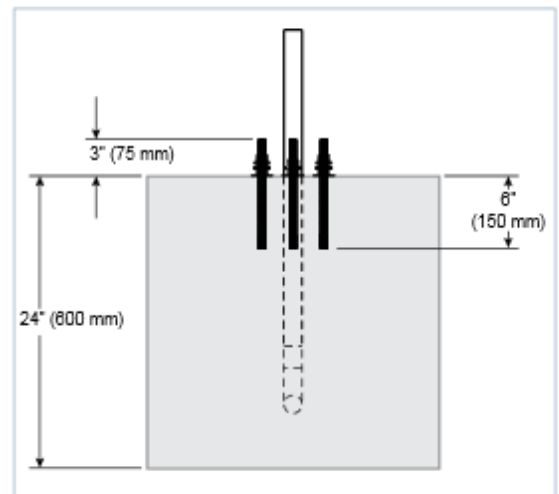
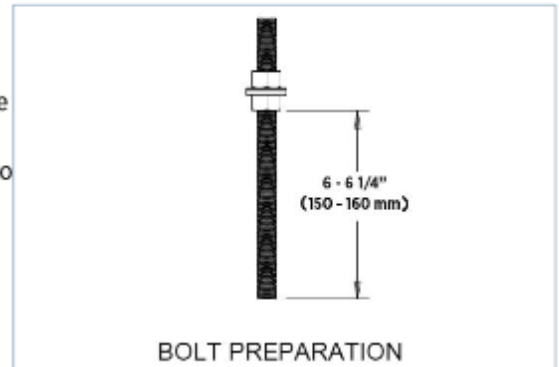
IMPORTANT: The epoxy is very thick. Therefore, it is important to rotate the bolts as you insert them. This allows the epoxy to fully coat the threads of the bolts, reducing the amount of trapped air.

NOTE: The installation template can be left in place.

9. If needed, top up the holes with epoxy to grade level.
10. Allow the epoxy to cure for at least 15 minutes* before removing the top nuts and washers.
11. Allow the epoxy to cure for 45 minutes* before applying torque to the nuts.

**Epoxy cure times assume you are using epoxy ordered from McMaster (Product # 7505A55). If using a different type of epoxy, you may need to adjust these times. Refer to the cure times provided with the epoxy.*

You are now ready to install the CT4000's bollard mount (see Chapter 2).





(Proper concrete pad with anchor bolts and conduit stub-up)