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2. Miami-Dade County Department of Transportation and Public Works (DTPW) does not track or monitor downloads of Project documents from this website. Therefore, prospective bidders who choose to use this method of distribution shall also be responsible for monitoring the site and downloading any applicable addenda or supplemental information. DTPW will distribute hard copy addenda or supplemental information only to those persons or firms who we have purchased a hard copy of the original solicitation documents.
3. Miami-Dade County shall not be responsible for errors and omissions occurring in the transmission or downloading of any documents or specifications from this website. In the event of any discrepancy between information obtained from this website and the DTPW hard copy solicitation documents and specifications, the terms of the hard copy documents will prevail.
4. Miami-Dade County does not guarantee continuous, uninterrupted or secure access to this or other related websites. Operation of this website may be affected from time to time by numerous factors outside of our control. In the event that we are notified of any problems in a timely manner we will do our best to assist with those problems that fall within our control. For assistance, contact us at 305-375-2930. Solicitation documents are removed from this website as soon as possible after the due date.
5. DTPW does not accept facsimile or electronic bid responses of any kind. All bids must be submitted in writing, on the forms provided by the County, to the address designated in the bid package. It is the bidder's responsibility to ensure that their submittals are received at the designated location, complete and on time. Bids received after the due date will be rejected, even if the solicitation is still appearing on this site.
6. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.



Bridge Rehabilitation

West Bridges & William Powell Bridge over Intracoastal Waterway, Rickenbacker Causeway

Bridge No. 874541, 874542 & 874545

Miami-Dade County

**Supplemental Solicitation
and
Contract Documents**

Small Business Enterprise Construction Program (SBE-CONST.):
Not Applicable

Community Workforce Program:
Not Applicable

DTPW Capital Improvements Engineer:
Elva Rosa Reyes

RPQ Issue Date:
October 9, 2025

TABLE OF CONTENTS

SECTION 1: INVITATION TO BID

SECTION 2: SOLICITATION FORMS

BID FORM

APPENDIX 5A

ACKNOWLEDGEMENT OF ADDENDA

SURETY BID BOND FORM

NON-COLLUSION AFFIDAVIT

AFFIRMATION OF VENDOR AFFIDAVITS

CONTRACTOR DUE DILIGENCE AFFIDAVIT

SECTION 3: INSTRUCTION TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SECTION 4: SUPPLEMENTAL INFORMATION

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

SECTION 5: SUPPLEMENTARY CONDITIONS

SECTION 6: SPECIFICATIONS

GENERAL REQUIREMENTS

CONSTRUCTION SPECIFICATIONS

SECTION 7: SPECIAL PROVISIONS

SECTION 8: ENGINEERING DRAWINGS

SECTION 1: INVITATION TO BID

INVITATION TO BID

**Department of Transportation and
Public Works**
Capital Improvements Division
111 NW 1st Street, Suite 1410
Miami, FL 33128 FL 33128



MIAMI-DADE COUNTY, FLORIDA

REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7360 Plan

RPQ No: 20250146

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Clerk of the Board at 111 NW 1st Street, 17th Floor Miami, FL 33128 no later than 11/12/2025 at 02:00 PM . If you have any questions, contact Elva Reyes at 305-375-2930.

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

RPQ DETAILED BREAKDOWN

| | | | | | | | |
|--------------------------------------|---|--|----------------------------|-----------------------------------|---------------------------|---------|-----------|
| Bid Due Date: | 11/12/2025 | Time Due: | 02:00 PM | Submitted Via: | Sealed Envelopes | | |
| Estimated Value: | \$3,117,026 (excluding Contingencies and Dedicated Allowances) | | | | | | |
| Project Name: | Bridge Rehabilitation West Bridges and William Powell Bridge over Intracoastal Waterway | | | | | | |
| Project Location: | See the site locations on the comments below | | | | | | |
| License Requirements: | Primary: | General Engineering; Structural | | | | | |
| Scope of Work: | <p>(Contractor must obtain and submit all permits prior to performing any work).</p> <p>Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.</p> <p>Work includes but is not limited to the following:</p> <ol style="list-style-type: none"> 1. Rehabilitation work at West Bridge SB (874541) is to include joint replacement, superstructure repairs, CIP substructure repair, bulkhead repair, slopewall repair and pile repair as shown in the plans. 2. Rehabilitation work at West Bridge NB (874542) is to include joint replacement, superstructure repairs, CIP substructure repair, bulkhead repair, slopewall repair and pile repair as shown in the plans. 3. Rehabilitation work at William Powell Bridge (874545) is to include joint replacement, superstructure repairs, CIP substructure repair, and bulkhead repair as shown in the plans. | | | | | | |
| Document Pickup: | Contact: | DTPW Capital Improvements Division | | Phone No: | 305-375-2930 | Date: | 10/9/2025 |
| | Location: | 111 NW 1st. Street, Miami Florida 33128 Suite 1410 | | | | | |
| Pre-Bid Meeting:: | YES | Mandatory: | No | Date: | 10/23/2025 | Time: | 10:00 AM |
| | Location: | Virtual Pre Bid Meeting-See notes below | | | | | |
| Site Meeting: | No | Mandatory: | No | Date: | | Time: | |
| | Location: | | | | | | |
| Bid shall be submitted to: | Contact: | Clerk of the Board | | | | | |
| | Address: | 111 NW 1st Street, 17th Floor Miami, FL 33128 | | | | | |
| | Email: | clerk.board@miamidadeclerk.gov | | FAX #: | 305-375-2931 | | |
| Type of Contract: | Multiple Trade | | | Method of Award: | Lowest Responsible Bidder | | |
| Method of Payment: | Scheduled Monthly Payments | | | Insurance Required: | YES | | |
| Additional Insurance Required: | YES | | If Yes - Minimum Coverage: | | \$1,000,000.00 | | |
| Performance & Payment Bond Required: | YES | | | Bid Bond Required: | | YES | |
| Davis Bacon: | NO | Maintenance Wages: | NO | AIPP: | NO | Amount: | |
| DBE Participation: | NO | Percentage: | 0.00% | DBE Subcontractor Forms Required: | | | |
| SBE-S Requirements | NO | Percentage: | 0.00% | | | | |

| | | | | |
|----------------------------------|-----|-------------------|------------|--|
| SBE-Services Commodity Set-Aside | NO | If Yes, Service = | | |
| SBE-G Requirements | NO | Percentage: | 0.00% | |
| SBE-Goods Commodity Set-Aside | NO | If Yes, Goods = | | |
| Liquidated Damages: | YES | \$\$ Per Day: | \$2,667.00 | |

For RPQ's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.

| | | | | | |
|--------------------------|-----------|------------------------|---------------------------------------|--------------------------|-----|
| Design Drawing Included: | YES | Shop Drawing Included: | NO | Specifications Included: | YES |
| Anticipated Start Date: | 2/23/2026 | | Calendar Days for Project Completion: | 365 | |

| | |
|-----------|--|
| Comments: | <p>Pursuant to Section 2-8.10 of the Code of Miami-Dade County, 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.</p> <p>Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).</p> <p>A. The location of work to be performed under the terms of this Contract shall be as follows:</p> <ul style="list-style-type: none"> • West Bridges and William Powell Bridge are located over Intracoastal Waterway, Rickenbacker Causeway. <p>B. The exact location and limits of construction are as shown on the Plans accompanying these Contract Documents.</p> <p>LICENSE REQUIREMENTS: At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:</p> <p>a. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Project's Scope of Work, in one or more engineering crafts to include Structural Engineering. The Specialty Contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or</p> <p>b. Pursuant to Section 255.20, Florida Statues (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been pre-qualified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Minor, or Major bridge Work Class.</p> <p>EXPERIENCE: 1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:</p> <p>a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other</p> |
|-----------|--|

government clients, or private entities. The description must identify for each project:

- 1) The identified personnel and their assigned role and responsibilities for the listed project
- 2) The client name and address including a contact person and phone number for reference
- 3) Description of work
- 4) Total dollar value of the contract
- 5) Contract duration
- 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
- 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations.

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS

The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act, as applicable for any activities on or about navigable water.
- 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 Explosion Collapse and Underground Hazards and 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, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.

a. If Excess Liability is provided must be follow form of the General Liability policy.

BID DOCUMENTS:

Bidding documents may be obtained from the Miami-Dade County Department of Transportation and Public Works, Capital Improvements Division, located at 111 NW 1st Street, 14th Floor, Miami, Florida 33128, for a non-refundable fee of fifteen dollars (\$15.00) per USB drive. Payment must be made by company check, cashier's check, or money order payable to "Miami-Dade County, Department of Transportation and Public Works."

Alternatively, bidding documents are available for free download at:

<https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations>

ADDENDUMS - RFI'S

All RFI requests should be e-mailed to elva.reyes@miamidade.gov while copying the Clerk of the Board (clerk.board@miamidadeclerk.gov).

The Department of Transportation and Public Works has made changes with regard to how addendums and requests for information (RFI) will be sent to document holders. Be advised that all Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:

<https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations>

Therefore, during the advertisement period, the Department will not be sending these documents via certified mail. All document holders must provide a dedicated e-mail address. The Department will only be sending addendums and RFIs by e-mail and posting online at the aforementioned link. The bidders list will be updated every Friday during the advertisement phase of the contract. Please be aware that acknowledgment of receipt of all addendums and RFI's remain a requirement when submitting bids.

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. The successful bidder must be registered under this new procedure prior to award.

PRE BID - BID SUBMITTAL DUE DATE:

Pre-Bid Conference date, time and location: Thursday, October 23, 2025, at 10:00 A.M., Non-Mandatory Pre-Bid Meeting will be conducted via teleconference in Microsoft Teams. Those interested in attending, please use the telephone number and access code below:

Telephone No. 1 786 628 2782

Phone Conference ID: 962 276 74#

Bid Due Date, Opening Time & Location:

Bid Submittal Time and Location: Wednesday, November 12, 2025, 2:00 PM, at 111 NW 1st Street, 17th Floor, Clerk of the Board Office.

Bid Opening immediately after in the 18 Floor.

DISCLOSURE:

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

The Contractor shall furnish to **Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, Suite 1410, Miami, FL 33128 FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

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

SECTION 2: SOLICITATION FORMS

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

BID FORM

Bid Form

PROJECT TITLE: West Bridges & William Powell Bridge Rehabilitation, Rickenbacker Causeway

PROJECT NO: 20250146

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN THREE HUNDRED SIXTY FIVE (365) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

| Item No | Quantity | Unit | Description | Written Unit Amount | Unit Price | Total |
|--|----------|--------|---|---------------------|------------|-------|
| 101-1-A | 1.0 | L.S. | Mobilization | | | |
| 102-1A | 1.0 | L.S. | MAINTENANCE OF TRAFFIC | | | |
| 102-74-1 | 9,020.0 | EA/DAY | BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM). | | | |
| 102-74-1C | 408.0 | ED | Barricades (Temporary Type I, II, VP & Drum) (with PMCS) | | | |
| Note: Price and payment of the pay item 102-74-1C Includes the Portable Changeable Message Signs (PCMS) - (WestBridges and William Powell Bridge) | | | | | | |
| 102-74-6 | 75,560.0 | ED | Channelizing Device- Pedestrian LCD (Longitudinal Channelizing Device) | | | |
| 102-99A | 102.0 | ED | Portable Changeable Message Sign (Temporary) | | | |
| 102-60A | 1,030.0 | EA/DAY | WORK ZONE SIGNS | | | |
| 102-76B | 110.0 | ED | FLASHING ARROW BOARD (Temporary, Multimode) / ADVANCE WARNING ARROW PANEL | | | |
| 110-3A-1 | 451.0 | S.Y. | Removal of Existing Concrete | | | |
| 110-71-1 | 25.0 | L.F. | Bridge Fender System, Removal & Disposal | | | |
| 125-1-A | 90.0 | C.Y. | Excavation for Structure | | | |

Bid Form

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PROJECT NO: 20250146

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| Item No | Quantity | Unit | Description | Written Unit Amount | Unit Price | Total |
|--|----------|------|--|---------------------|------------|-------|
| 350-99 | 454.0 | L.F. | Cleaning and Sealing Cracks in Asphalt Pavement | | | |
| 400-4-8 | 3.0 | C.Y. | CONCRETE CLASS IV, BULKHEAD | | | |
| 400-143-1 | 22,333.0 | S.F. | Cleaning and Coating Concrete Surface, Class V | | | |
| 403-2-A | 60.0 | CF | Restore Spalled Areas for Concrete Bridge Decks | | | |
| 411-1 | 286.0 | GAL | Epoxy Material | | | |
| Note: Price and payment of the pay item #411-1 includes the cost of the Epoxy Material for Crack Injection - Structures Rehab | | | | | | |
| 411-2 | 2,846.0 | L.F. | Inject and Seal Cracks | | | |
| Note: Price and payment of the Pay Item #411-2 includes the cost of the the Cracks Inject and Seal - Structures Rehab | | | | | | |
| 400-145A | 2,888.0 | S.F. | CLEANING CONCRETE SURFACE | | | |
| 415-1-8 | 459.0 | LB | REINFORCING STEEL - BULKHEAD | | | |
| 450-82 | 200.0 | L.F. | Beam Repair | | | |
| 457-1-22 | 266.0 | L.F. | Standard Integral Pile Jacket, Structural, Size, 16.1 to 30.0" | | | |
| 401-70-4 | 482.0 | C.F. | SPALLED AREAS RESTORE (Portland Cement Grout) | | | |

Bid Form

PROJECT TITLE: West Bridges & William Powell Bridge Rehabilitation, Rickenbacker Causeway

PROJECT NO: 20250146

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| Item No | Quantity | Unit | Description | Written Unit Amount | Unit Price | Total |
|---|----------|------|--|---------------------|------------|-------|
| 458-1-21 | 588.0 | L.F. | BRIDGE DECK EXPANSION JOINT | | | |
| Note: Price and Payment of the Pay Item #458-1-21 includes the cost of the Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod | | | | | | |
| 458-1-25 | 1,966.0 | L.F. | BRIDGE DECK EXPANSION JOINT (Rehabilitation-Clean, Seal, Replace)(Compression Elastomeric) | | | |
| Note: Price and Payment of the Pay Item #458-1-25 includes the cost of the the Bridge Deck Expansion Joint, Compression Elastometric | | | | | | |
| 458-1-30 | 578.0 | L.F. | Bridge Deck Expansion, Clean Joint | | | |
| 458-2 | 9.0 | CF | Polymer Nosing for Bridge Deck Expansion Join | | | |
| Note: Price and Payment of the Pay Item #458-2 includes the cost of the Polymer Nosing for Bridge Expansion Join | | | | | | |
| 460-112-101 | 136.0 | EA | Anchor Bolt Replacement, Anchor Bolt Nut | | | |
| 471-1-1 | 0.1 | MB | Fender System, Plastic Marine Lumber, Reinforced | | | |
| 506-72 | 1.0 | EA | Power Clean Bridge Down Drains (Per Bridge) | | | |
| Note: Price and Payment of the Pay item #506-72 includes the cost of the Power Clean Bridge Down Drains is only showing for Bridge No. 874545 | | | | | | |
| 510-1 | 1.0 | L.S. | Navigation Lights - Fixed Bridge, System | | | |
| 524-2-29 | 451.0 | S.Y. | Concrete Slope Pavement, 4", Reinforced | | | |
| 524-4-2 | 322.0 | L.F. | Cleaning & Sealing Joints in Existing Concrete Slope Pavement | | | |

Bid Form

PROJECT TITLE: West Bridges & William Powell Bridge Rehabilitation, Rickenbacker Causeway

PROJECT NO: 20250146

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN THREE HUNDRED SIXTY FIVE (365) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

| Item No | Quantity | Unit | Description | Written Unit Amount | Unit Price | Total |
|------------|----------|------|--|---------------------|------------|-------|
| 550-60-211 | 6.0 | EA. | FENCE GATE, TYPE B, SINGLE, 0- 6.0' OPENING | | | |
| 630-2-14 | 60.0 | L.F. | CONDUIT, Furnish & Install, Aboveground | | | |
| 914-550-4 | 710.0 | L.F. | Fencing-Pedestrian Barrier Steel Proprietary Alternative Fence | | | |
| E 350-72-1 | 288.0 | L.F. | Cleaning and Resealing Joints (Expansion) | | | |
| 524-2-1 | 10.0 | C.Y. | Concrete Slope Pavement Repai | | | |
| E 561-1-1 | 444.0 | EA | Coating Existing Structural Steel. Bearing | | | |

Total: _____

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: _____

D.C. Certificate of competency No: _____

Bidder's Name: _____

Bidder's telephone Number: _____

Bidder's address: _____

Bid Form

PROJECT TITLE: West Bridges & William Powell Bridge Rehabilitation, Rickenbacker Causeway

PROJECT NO: 20250146

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN THREE HUNDRED SIXTY FIVE (365) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

| Trench Safety Measure (Description) | Units of Measure (LF, SY) | Unit (Quantity) | Unit Cost | Extended Cost |
|---|------------------------------|--------------------|--------------|------------------|
| A. _____ | _____ | _____ | _____ | _____ |
| B. _____ | _____ | _____ | _____ | _____ |
| C. _____ | _____ | _____ | _____ | _____ |
| D. _____ | _____ | _____ | _____ | _____ |

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

ATTACHMENT 5A

Department of
Transportation and Public
Works
Capital Improvements Division
111 NW 1st Street, Suite 1410
Miami, FL 33128, FL 33128



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan
RPQ No: 20250146

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Bridge Rehabilitation West Bridges and William Powell Bridge over Intracoastal Waterway

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

Bidder's Company Name: _____

Company Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____ **EMail:** _____

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

Name of Person Submitting Quote (Print): _____

Number of Addendums received: _____ (if none' write "None")

Signature: _____ **Date:** _____

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.*

ACKNOWLEDGEMENT OF ADDENDA

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

PROJECT: Bridge Rehabilitation West Bridges & William Powell Bridge over Intracoastal Waterway, Rickenbacker Causeway - Bridge No. 874541, 874542 & 874545

Project No. 20250146

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

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

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

Addendum #1, Dated _____, 202_____
Addendum #2, Dated _____, 202_____
Addendum #3, Dated _____, 202_____
Addendum #4, Dated _____, 202_____
Addendum #5, Dated _____, 202_____
Addendum #6, Dated _____, 202_____
Addendum #7, Dated _____, 202_____
Addendum #8, Dated _____, 202_____
Addendum #9, Dated _____, 202_____
Addendum #10, Dated _____, 202_____

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

SURETY BID BOND FORM

| | | | |
|--|--|--|--------------------------------------|
| SURETY BID BOND | | DATE BOND EXECUTED (must not be later than bid opening date) | REV. 0216 DTPW |
| PRINCIPAL (Full legal name and business address) | | TYPE OF ORGANIZATION ("X" one) | |
| | | <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| | | <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation |

SURETY (Name and business address)

| | | | |
|--------------------|--|--|-------------------|
| PENAL SUM OF BOND | *****Five Percent of the Total amount Bid***** | | |
| BID IDENTIFICATION | Project No: | 20250146 | Bid Opening Date: |
| | County Project Name | Bridge Rehabilitation West Bridges & William Powell Bridge over Intracoastal Waterway Rickenbacker Causeway - Bridge No. 874541, 874542 & 874545 | |

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurement costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

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 60 calendar days in addition to the period originally allowed for acceptance of the bid. 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.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

| | | |
|------------------------|--|----------------------------|
| PRINCIPAL | | |
| SIGNATURE | | Principal's Corporate Seal |
| NAME AND TITLE (Typed) | | |

| | | |
|--|--|-------------------------|
| SURETY | | |
| SIGNATURE OF ATTORNEY-IN-FACT | | Surety's Corporate Seal |
| PRINTED NAME OF ATTORNEY-IN-FACT (Typed) | | |
| SIGNATURE OF AUTHORIZED FLORIDA AGENT | | |
| PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed) | | |

NON COLLUSION AFFIDAVIT



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: _____ Date: _____ 20 ____

Signature of Affiant

____ / ____ - ____ / ____ / ____ / ____ / ____

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Bidder/Proposer

Address of Bidder/Proposer

AFFIRMATION OF VENDOR AFFIDAVITS



Miami-Dade County New Vendor Registration and Bid/Proposal Contract Language

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County's Department of Procurement Management.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)

10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)

11. **Subcontracting Practices**
(Ordinance 97-35)

12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)

13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)

14. **W-9 and 8109 Forms**

The vendor must furnish these forms as required by the Internal Revenue Service.

15. **Social Security Number**

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. **Office of the Inspector General**

Pursuant to Section 2-1076 of the County Code.

17. **Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. **Antitrust Laws**

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



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

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

| | |
|---|--|
| 1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code | 6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code |
| 2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code | 7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code |
| 3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code | 8. Miami-Dade County Family Leave Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R - 1499-91 of the County Code |
| 4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95 | 9. Miami-Dade County Living Wage Section 2-8.9 of the County Code |
| 5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code | 10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code |

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

CONTRACTOR DUE DILIGENCE AFFIDAVIT

Miami-Dade County

Contractor Due Diligence Affidavit

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

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

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

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

Contract Title: _____

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____

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

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

SECTION 3: INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

1. SUPPLEMENTAL BIDDING REQUIREMENTS

| | | |
|------|---|---|
| 1.01 | BID FORMS..... | 1 |
| 1.02 | BID SECURITY | 2 |
| 1.03 | CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES | 2 |
| 1.04 | SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM | 2 |
| 1.05 | DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM..... | 3 |
| 1.06 | SITE INVESTIGATION..... | 3 |
| 1.07 | CONTRACTOR QUALIFICATION REQUIREMENTS | 3 |
| 1.08 | AWARD OF CONTRACT | 4 |
| 1.09 | PAYMENT AND PERFORMANCE BONDS | 5 |
| 1.10 | ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR | 7 |

1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01 BID FORMS

A. Estimated Quantities.

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

B. Preparation of Proposal.

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

C. Rejection of Irregular Proposals.

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

D. Pay Items.

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

1.02 BID SECURITY

- A. Simultaneously with the delivery of the Bid to the County, on or before the bid due date, the Bidder must deliver to the County a bid security in the form of a Bid Bond on the form provided in the Bidding Documents or in Cash, in the form of a Certified Check, Cashier's Check or Irrevocable Letter of Credit made payable to the Department, for an amount equal to no less than five percent of the Total amount Bid. Failure to furnish a bid security in the proper form and amount, with the delivery of the Bid to the County, shall result in the Bid being declared "non-responsive."
- B. A Bid Bond shall have as the surety thereon only such surety company or companies that are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the qualifications established for Payment and Performance Bonds.
- C. The bid security submitted with the Bid becomes payable to the County upon default of the Bidder. Default of Bidder shall occur in the event that the Bidder withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by these Bidding Documents.

1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

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

1.04 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

- A. Considering the passing of HB 705, effective July 1, 2024, the following prohibitions exist:
 1. The County's Small Business Enterprise Construction Program (SBE-Cons) can not be applied to the County's capital construction projects, including design-build projects, awarded after July 1, 2024.

B. Small Business Enterprise-Construction Program Measures

1. No SBE-CON measures have been established for this Project.

1.05 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

1. This Article does not apply for this Project.

1.06 SITE INVESTIGATION

- A. Examine the Contract Documents and the site of the proposed work, when applicable, carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.
- B. The Department does not guarantee the details pertaining to borings, as shown on the plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered.
- C. The bidder's submission of a proposal is sufficient evidence that the bidder has made an examination as described in this Article. Therefore:
 1. The bidder, by virtue of submitting their bid, acknowledges that they and all their subcontractors have satisfied themselves as to the nature and location of the Work or requirements of similar Work to be performed within Miami-Dade County Public Right-of-Ways. The general and local conditions include but are not restricted to those bearing upon transportation and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site constraints, restrictions and limitations; the conformation and conditions of the work area; and the character of equipment and facilities needed prior to and during the performance of the Work.
 2. Failure on the part of the bidder to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if awarded the Contract.

1.07 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certificate of Competency Requirement:

1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
 - a. Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Project's Scope of Work, in one or more engineering crafts to include Structural Engineering. The Specialty Contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or

b. Pursuant to Section 255.20, Florida Statues (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been pre-qualified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Minor, or Major bridge Work Class.

B. Experience Requirement:

1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:
 - a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
 - 1) The identified personnel and their assigned role and responsibilities for the listed project
 - 2) The client name and address including contact person and phone number for reference
 - 3) Description of work
 - 4) Total dollar value of the contract
 - 5) Contract duration
 - 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
 - 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations; or
2. The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

1.08 AWARD OF CONTRACT

- A. The award of the Contract, if it be made in the County's sole discretion, shall be to the lowest responsive and responsible bidder whose bid complies with all of the material terms of this solicitation and is determined to be in the best interest of the County.
- B. A fully executed Notice to Proceed (NTP) Letter constitutes a contract with Miami-Dade County. The County may issue to the Contractor a NTP Letter only when, in the discretion of Miami-Dade County, all conditions for award have been satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and the expiration of any

applicable protest period. The Contractor must provide the County with the completed and fully executed NTP Letter prior to the date stated in the letter for commencement of the Work. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor.

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

1.09 PAYMENT AND PERFORMANCE BONDS

- A. Unless otherwise exempted herein, the successful bidder must submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.
- B. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:
 1. All bonds 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:

| <u>Bond Amount (\$)</u> | <u>Best Rating</u> |
|-------------------------|--------------------|
| 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, F.S. 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 the Treasury under ss. 31 U.S.C. 9304-9308.
3. 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.
4. For contracts in excess of \$500,000 the provision of Subarticle 2 above will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

- C. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.
- D. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.
- E. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.
- F. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

- G. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.
- H. In the event the Surety on the bond(s) 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, or in the event of cancellation of the required bonds by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.10 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

Subparagraphs 2.9A through 2.9C and 2.9E through 2.9G of the Special Conditions to the CICC 7360-0/08 Contract are deleted and replaced with the following:

- A. Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
- B. Contractor shall furnish to the Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - 1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
 - 2. 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 coverage for Products and Completed Operations and Explosion Collapse and Underground Hazards and Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
 - 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - 4. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
 - a. If Excess Liability is provided must be follow form of the General Liability policy.

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

1. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.
or
2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

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

CERTIFICATE HOLDER MUST READ:

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

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

SECTION 4: SUPPLEMENTARY INFORMATION

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND FORM

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 _____ Project No. _____ (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.

Project Name: Bridge Rehabilitation West Bridges & William Powell Bridge over Intracoastal Waterway, Rickenbacker Causeway - Bridge No. 874541, 874542 & 874545

Project No.: 20250146 (MCC 7360 Plan)

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 ____.

SAMPLE ONLY

CONTRACTOR _____
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venture)

(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)

SECTION 5: SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

1. SUPPLEMENTARY CONDITIONS

| | | |
|------|---|----|
| 1.01 | MISCELLANEOUS CONSTRUCTION CONTRACT (7360 PLAN)..... | 1 |
| 1.02 | APPLICABLE WAGE RATES..... | 1 |
| 1.03 | CONTINGENCY ALLOWANCE FOR TIME..... | 1 |
| 1.04 | WEATHER DELAYS | 1 |
| 1.05 | ADDITIONAL FUNDING SOURCE PROVISIONS | 3 |
| 1.06 | ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS..... | 3 |
| 1.07 | PROMPT PAYMENTS AND RETAINAGE: | 3 |
| 1.08 | COMMUNITY WORKFORCE PROGRAM | 4 |
| 1.09 | CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES | 4 |
| 1.10 | RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE | 5 |
| 1.11 | EMPLOY MIAMI-DADE PROGRAM..... | 5 |
| 1.12 | ACCEPTANCE TESTS | 5 |
| 1.13 | CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT | 5 |
| 1.14 | MIAMI-DADE COUNTY'S USER ACCESS PROGRAM (UAP)..... | 6 |
| 1.15 | PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY. | 6 |
| 1.16 | NONDISCRIMINATION..... | 7 |
| 1.17 | CONTRACTOR DUE DILIGENCE AFFIDAVIT | 7 |
| 1.18 | CLAIMS | 8 |
| 1.19 | DISPUTES..... | 12 |
| 1.20 | EXTRA WORK | 13 |
| 1.21 | WARRANTY OF CONSTRUCTION | 16 |

APPENDIX TO THE SUPPLEMENTARY CONDITIONS

Appendix A: (OSHA) Forms 300, 300A and 301

Appendix B: Project Worksheet

1. SUPPLEMENTARY CONDITIONS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACT (7360 PLAN)

- A. These Supplementary Conditions amend or supplement the Miscellaneous Construction Contract (MCC) CICC 7360-0/08, the MCC 7360 Plan, and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. All requirements of the Contract Documents, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect. The MCC Contract and Plan may also be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 (General Requirements) of the Contract Specifications.

1.02 APPLICABLE WAGE RATES

- A. Amend Paragraph 2.17 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:

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.

- B. No RESPONSIBLE WAGES AND BENEFITS apply for this project.

1.03 CONTINGENCY ALLOWANCE FOR TIME

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

1.04 WEATHER DELAYS

- A. Schedule of Anticipated Weather Delay Days

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

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

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

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

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

C. Contractor Documentation and Submittals

1. Organize claim to facilitate evaluation by calendar month and submit in accordance with the claims submittal requirements of the Contract Documents. Documentation is required for each Adverse Weather Day that results in a Weather Delay. Identify the number of days claimed for

the month that exceeds the Schedule of Anticipated Adverse Weather Delays. Documentation must include:

- a. Daily jobsite work logs showing which and to what extent critical path construction activities have been affected by adverse weather.
- b. Daily weather data, obtained from the nearest NOAA weather station or other independently verified source approved by Engineer at beginning of the Project, to support claim for time extension. NOAA Global Historical Climatology Network (GHCN) Daily data may be obtained from the NOAA website at <http://www.ncdc.noaa.gov/cdo-web/search>.

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

1.05 ADDITIONAL FUNDING SOURCE PROVISIONS

1. This contract is being funded, in whole or in part, through the Miami-Dade County's funding source Parks, Recreation and Open Spaces (PROS). Contractor must comply with all requirements of the funding source(s) for work issued under this Contract.

1.06 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

- A. Considering the passing of HB 705, effective July 1, 2024, the following prohibitions exist:
 1. The County's Small Business Enterprise Construction Program (SBE-Cons) cannot be applied to the County's capital construction projects, including design-build projects, awarded after July 1, 2024.
- B. Small Business Enterprise-Construction Program Measures
 1. No SBE-CON measures have been established for this Project.

1.07 PROMPT PAYMENTS AND RETAINAGE:

1. In addition to Miami-Dade County Sec. 2-8.1.4. Sherman S. Winn Prompt Payment Ordinance and Administrative Order No.: 3-19 Prompt Payment, contractors, subcontractors and the County must also meet the requirements of Title 49 CFR part 26.29 and 26.37 and the Florida Prompt Pay Act. Prime contractors must pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a "*proper invoice*" is stamped received. Further, the prime contractor will return retainage payments to the subcontractor within 30 days of the sub-contractor's satisfactory completion of work.
2. Proper Invoice means an invoice which conforms to the present requirements of the County's finance system, which includes the issuance of a valid purchase order or contract as well as applicable change orders or amendments, and any rules promulgated from time to time by Administrative Order of the Mayor. A proper invoice must include a statement by the vendor/contractor waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a proper invoice are available to contractors at the pre-construction meeting.

3. In any case in which an improper invoice is submitted by a contractor, the County will, within ten (10) days after the improper invoice is received by it, notify the contractor that the invoice is improper and indicate what corrective action on the part of the vendor is needed to make the invoice proper.
4. In the event a dispute occurs between the contractor and the County concerning payment of an invoice, such disagreement shall be resolved not later than forty-five (45) days after the date on which the improper invoice was received by the County, and shall be concluded by final written decision of the Mayor or his or her designee(s), not later than sixty (60) days after the date on which the improper invoice was received by the County.
5. If the dispute is resolved in favor of the contractor, then interest shall begin to accrue as of the original date the payment became due.
6. All payments due from the County, and are not made by the appropriate due date as described above, shall bear interest from thirty (30) days after the appropriate due date at the rate of one (1) percent per month on the unpaid balance. One (1) month shall constitute a period beginning on any day of a month and ending on the same day of the following month. Any overdue period of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly.
7. The vendor must be responsible for preparing and delivering an invoice to the County for any interest accrued in order to receive the interest payment. The invoice must include the following:
 - a. Date proper invoice received by County, its applicable invoice number and amount.
 - b. Date punch list was completed.
 - c. Date and corresponding reference number of applicable purchase order, requisition or contract.
 - d. Payment due date.
 - e. Date interest commences.
 - f. Interest due at one percent per month on unpaid balance.
8. Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work, whichever comes first.

1.08 COMMUNITY WORKFORCE PROGRAM

A. Considering the passing of HB 705, effective July 1, 2024, the following prohibitions exist:

1. The County's Community Workforce Program (CWP) will not be applied to the County's capital construction projects, including design-build projects, awarded after July 1, 2024

1.09 CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES

A. Considering the passing of HB 705, effective July 1, 2024, the following prohibitions exist:

1. The Miami-Dade County Job Clearinghouse (JCH) will not be applied to the County's capital construction projects, including design-build projects, awarded after July 1, 2024

1.10 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE

- A. Considering the passing of HB 705, effective July 1, 2024, the following prohibitions exist:
 1. The County's Residence First Training and Employment Program requirements will not be applied to the County's capital construction projects, including design-build projects, awarded after July 1, 2024.

1.11 EMPLOY MIAMI-DADE PROGRAM

- A. Considering the passing of HB 705, effective July 1, 2024, the following prohibitions exist:
 1. The County's 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.

1.12 ACCEPTANCE TESTS

- A. Replace Article 2.89 of the CICC 7360-0/08 Miscellaneous Construction Contract with the following:
- B. When Contractor informs Engineer that the Work is ready for inspection and testing, Engineer may request, from a County approved laboratory, the tests necessary to confirm that the required material, compaction, or work specifications are met. If the results of the tests reveal that the applicable specifications have not been met, Contractor, without additional compensation, must perform, to the satisfaction of Engineer, all work necessary to meet the applicable specifications and is responsible for the costs of all re-testing required by Engineer and the Contract Documents.
- C. The Department will pay the laboratory for the first test (pass or fail); any re-testing will be the responsibility of Contractor. The Department will only pay for re-testing when authorized, in writing, by Engineer.
- D. Contractor must comply with the conditions of the agreement between Miami-Dade County and Laboratory.

1.13 CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT

- A. Extra Work shall result in an equitable adjustment (increase or decrease) to the applicable RPQ representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the RPQ schedule for performance for both the Extra Work and any other Work affected by the Extra Work.
- B. The County shall initiate the Extra Work procedure by a notice to Contractor outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the Contractor is required to immediately start the Extra Work. The Contractor is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor's ability to start within the allotted timeframe.
- C. The Contractor is required to provide the Project Manager with a detailed Change Order Proposal, if an Owner's Representative has been identified, which shall include requested revisions to the

Contract, including but not limited to adjustments in the RPQ price and schedules for performance for the applicable RPQ. The change to the RPQ shall not exceed \$100,000 or 10% of original RPQ, whichever is less. The Contactor is required to provide sufficient data in support of the cost proposal demonstrating reasonableness. In furtherance of this obligation, the County may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractors Change Order Proposal. The Contractor's Change Order Proposal must include any schedule revisions and an explanation of the cost and schedule impact of the extra Work on the project. If the Contractor fails to notify the Project Manager of the schedule changes associated with a Notice of Proposed Change Order by submitting a revised schedule document, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences. The Contractor agrees the Change Order Proposal will in no event include a combined profit and home office overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Order Proposal may be accepted or modified by negotiations between the Contractor and the County. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing. The execution by the Contractor of the Extra Work order shall serve as a release of the County from all claims and liability to the Contractor relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the County relating to the Extra Work.

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

- A. On November 5, 2013, the Board of County Commissioners adopted Ordinance No. 13-103 eliminating the construction contract exemption to the User Access Program set forth in Section 2-8.10 of the Code of Miami-Dade County with the exception of Miscellaneous Construction Contract Program contracts with a total contract value of less than \$500,000. Ordinance No. 13-103 retained the other exemptions listed in Section 2-8.10 of the Code including an exemption for contracts "funded with any funding source, including federal, which prohibits or restricts the application of the credit to the County effected in the UAP." As bond funding would be a funding source "which prohibits or restricts the application" of the UAP, construction contracts funded by bond proceeds (e.g., General Obligation Bond (GOB), People's Transportation Plan (PTP)) remain exempt from the application of the County's User Access Program.
- B. UAP applies for this project, therefore:
- C. This Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%) pursuant to Miami-Dade County Budget Ordinance No. 03-192. 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.

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

- A. The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to:

1. Keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service.
2. Providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer.

B. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

C. For questions regarding the application of chapter 119, Florida Statutes, to The Contractor's Duty to Provide Public Records relating to this contract, contact the Custodian of Public Records at (305) 375-4735; isd-vss@miamidade.gov; 111 NW 1 Street, suite 1300, Miami, Florida 33128.

1.16 NONDISCRIMINATION

- A. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- B. By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.17 CONTRACTOR DUE DILIGENCE AFFIDAVIT

- A. In accordance with Board of County Commissioners Resolution 63-14, Contractor, as a condition of award, must submit Contractor Due Diligence Affidavit Form on any contract that exceeds \$1 million, or that is otherwise subject to Board approval.

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

1.18 CLAIMS

- A. Amend Paragraph 2.78 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:
 - B. Notice of Claims
 1. The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Department, the happening of any event or occurrence, or any other cause, unless he shall have given the Project manager a written notice of claim therefore as specified in this article.
 2. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.
 3. It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

4. The notice requirements of this article are in addition to those required in other articles of these Contract Documents, inclusive of the conditions listed under the MCC Plan.
5. The Contractor shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the Contractor has multiple claims, the Contractor will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the Department's rejection of the claim. No "total cost claims" shall be allowed under this Contract.
6. The Contractor must maintain a cost accounting system as a condition for making a claim against the Department. The cost accounting system must segregate the costs of the work under the Contract (non-claims-related) from claims-related and other Contractor costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.
7. If the Department decides to pay all or part of a claim for which notice was not timely made, the Department does not waive the right to enforce the notice requirements in connection with any other claim.
8. Inasmuch as the notice of claim requirements of this article are intended to enable the Project Manager to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Department. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Contractor submits with his claim proof showing that the Department has not been prejudiced by the Contractor's failure to so comply and, in the event the Department has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Department will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

C. Claim Submittals

1. Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Department to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.
2. The Department will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Project manager, such further information and details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.
3. Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.
4. Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by

Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

- a. The claim is made in good faith;
- b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;
- c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Department; and
- d. The certifying person is duly authorized by the claimant to certify the claim.

5. In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Department, submit, in triplicate, the following information:
 - a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.
 - b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.
 - c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.
 - d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.
 - e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.
 - f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.
 - g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.
 - h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs:
 - 1) Home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor;
 - 2) Loss of anticipated profits on this or any other project;
 - 3) Loss of bonding capacity or capability;
 - 4) Losses due to other projects not bid upon;
 - 5) Loss of business opportunities;

- 6) Loss of productivity on this or any other project;
- 7) Loss of interest income on funds not paid;
- 8) Costs to prepare, negotiate or prosecute claims and
- 9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).
- i. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay.
- k. The documentation for budgeted cost shall, as a minimum, include:
 - 1) Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.
 - 2) Copies of all executed subcontracts.
 - 3) Other related budget documents as requested by the Project Manager.
- l. The documentation for actual cost shall, as a minimum, include:
 - 1) Time Sheets.
 - 2) Materials invoices
 - 3) Equipment invoices
 - 4) Subcontractors' payments
 - 5) Other related documents as required by the Project Manager.
- m. The Contractor shall make all his books, employees, work sites and records available to the Department or its representatives for inspection and audit.

- 6. No payment shall be made to the Contractor by the Department for loss of anticipated profit(s) from any deleted work.
- 7. As indicated above, the Project Manager and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Department shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.
- 8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the

Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be construed as a waiver, abandonment, or relinquishment of such claim.

1.19 DISPUTES

- A. Amend Paragraph 2.81 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:
 - B. Disputes
1. The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Department to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the Department in the Special Provisions and, if utilized, shall supersede this dispute provision.
 - a. In the event the Contractor and the Department are unable to resolve their differences concerning any determination made by the Project Manager or Department on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"), either the Contractor or the Department may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.
 - b. For contracts with a value of \$5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the OOM.
 - c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and the Department to file written submissions stating their respective positions and the bases, therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.
 - d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing

arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.

- e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.
- f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims.
- g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.
- h. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Department's interpretation. Any presentation or request by the Contractor under this article will be subject to the same requirements for Submittal of Claims in this article.

1.20 EXTRA WORK

- A. The following Subarticle replaces the following items: Articles 2.83, Extra Work, and portion of Article 2.92, Change Order Procedure and Basis for Payment of the MCC 7360 Plan:
 - 1. Contractor may be asked to perform extra work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the Engineer to satisfactorily complete the Project as contemplated, and such extra work must be performed promptly in accordance with the Specifications and as directed by the Engineer, provided, however, that before any extra work is begun, a written order from the Engineer to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.
 - 2. All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.
 - 3. The Change Order shall include, as a minimum:
 - a. Scope of work to be added, deleted or modified.
 - b. Cost of work to be added, deleted or modified.

- c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified.
- d. Full release of claims associated with the Contract through the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

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

- a. Scope of work to be added, deleted or modified.
- b. Cost of work to be added, deleted or modified.
- c. The Contract time extension required to perform the work to be added, deleted or modified.
- d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. Extra Work Payment

- 1. The following Subarticle replaces the following items: Articles 2.83, Extra Work, and portion of Article 2.92, Change Order Procedure and Basis for Payment of the MCC 7360 Plan:
- 2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, a NAM must be executed.
- 3. Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and the Contractor before the extra work is ordered for performing the work. Payment for lump sum work will be based on the following:
 - a. Contractor shall submit to the Engineer an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen (15) percent of such sum for labor and the total thereof will be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations and insurance and Contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. Contractor's documentation of the labor burden costs must be provided upon demand by the Engineer.
 - b. For all materials used, Contractor will include the estimate total cost of such materials, including taxes and freight charges, to which cost will be, added an amount equal to ten (10) percent thereof; for full compensation that includes overhead, profit and home office expenses.
 - c. For any construction equipment or special equipment including fuel and lubricant required for the economical performance of extra work, the Engineer will pay the Contractor a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid the Engineer will make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment will not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation

of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten (10) percent for fuel, maintenance and lubrication for rented equipment.

4. Contractor is required to include a statement certifying that the proposal is consistent with the Plans and Specifications and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is ordered, it must be included in the Contractor's monthly estimate when Allowance Account funds are available in the Contract for the work actually done. An Allowance Account expenditure form shall be prepared and executed by all appropriate parties to the Contract. If no allowance account funds are available a change order will be issued.
5. The performance of any extra work or the furnishing of any extra material which, in the judgment of the Engineer, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Engineer shall so provide, be paid for at the unit price bid for such item or items, where Allowance Account funds are available in the Contract with the Contractor's monthly estimate, for the work actually done. Said Allowance Account funds shall be transferred to the various Proposal payment item funds via the Allowance Account expenditure form, to allow payment for this extra work without depletion of the payment item fund.
6. All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Engineer, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, or the application of the unit price will result in unacceptably high costs to the Department, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work order is issued, extra work and material will be paid for in the following manner:
 - a. For all labor, including a working foreman in direct charge of the specified operation, the Contractor will receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Contractor may charge one hundred (100) percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the Contractor may charge the following: twenty five (25) percent of the working foreman's salary for directing up to two workers in their work; fifty (50) percent of sum salary for directing up to four workers in their work; seventy-five (75) percent for directing five workers in their work; and one hundred (100) percent for directing six workers or more their work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for performing the work, which includes overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
 - b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which costs will be added an amount equal to ten (10) percent thereof, for full compensation which includes overhead, profit and home office expenses.
 - c. For any construction equipment or special equipment including fuel and lubricants, required for the economy! Performance of extra work, excluding the small tools and ordinary equipment as specified above, the Engineer shall allow the Contractor a rental price to be

agreed upon in writing before such work is begun, for every 1 hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in. the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid for every hour that the equipment is actually working at the hourly rental rate to which will be added ten (10) percent for fuel, maintenance and lubricants for rented equipment.

7. Contractor's representative and the Counties representative will compare records of extra work done at the end of each day. Such records will be made duplicate upon a form provided for such purpose by the Counties representative and shall be signed by both the counties representative and the Contractor's representative, one copy being submitted to the Engineer and the other being retained by the Contractor.
8. Contractor upon certified statements will submit all claims for extra work done, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copies of the orders authorizing the performance of the work, shall be submitted to the Engineer for inclusion in the estimate of month. In which the work was actually done, where allowance account funds are available in the contract. If no allowance account fund is available, the extra work shall be paid for, subject to the approval of a change order for the work, by the county representative via Expedite Ordinance or the Board of County Commissioners.
9. If required, the Contractor shall produce any books, vouchers, other records, or memoranda, that will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.
10. In the event that the Contractor employs a subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment. Contractor may charge an additional ten (10) percent for his full compensation for overhead, profit, home office expenses and general supervision for the portion of work performed by the subcontractor.
11. The subcontractor must comply with all the requirements of the Contract for his portion of extra work and be compensated as permitted within this Section for the extra work.
12. No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

1.21 WARRANTY OF CONSTRUCTION

- A. For a period of one year, except as provided below, from the date of Final Acceptance, the Contractor warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.
 1. Exception to the above year warranty:
 - a. Where the manufacturer of material provides a warranty in excess of one (1) year, the Contractor shall provide an assignment of warranty to the County with the manufacturer's written authorization. Contractors shall be obligated to provide to the County copies of all

manufacturer's warranties and guarantees. Where the County specifies in an RPQ a warranty greater than one (1) year, such warranty will only be for the specified RPQ.

- b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part of component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.
- c. In the event the Contractor fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the Contractor under any contract between the County and the Contractor.
- d. The warranty covering defective Work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.
- e. As specified in the construction documents. All guarantees and warranties under the Contract are fully enforceable by the County acting in its own name..

APPENDIX A OF THE SUPPLEMENTARY CONDITIONS
(OSHA) FORMS 300, 300A AND 301

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name _____

City _____ State _____

Identify the person

(A) Case no.
(B) Employee's name

(C) Job title
(e.g., Welder)

Describe the case

(D) Date of injury or onset of illness
(e.g., Loading dock north end)

(E) Where the event occurred
(e.g., Loading dock north end)

(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Remained at Work

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

| Death | Days away from work | Job transfer or restriction | Other recordable cases |
|------------------------------|------------------------------|------------------------------|------------------------------|
| (G) <input type="checkbox"/> | (H) <input type="checkbox"/> | (I) <input type="checkbox"/> | (J) <input type="checkbox"/> |

Enter the number of days the injured or ill worker was:

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

| Away from work | On job transfer or restriction |
|----------------|--------------------------------|
| (K) _____ days | (L) _____ days |

Check the "Injury" column or choose one type of illness:

| (M) | Injury | Skin disorder | Respiratory condition | Poisoning | Hearing loss | All other illnesses |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|---------------------|
| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
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| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
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| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
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| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

| (1) <input type="checkbox"/> | (2) <input type="checkbox"/> | (3) <input type="checkbox"/> | (4) <input type="checkbox"/> | (5) <input type="checkbox"/> | (6) <input type="checkbox"/> |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| | | | | | |

Page totals ➤

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ____ of ____

(1) (2) (3) (4) (5) (6)



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| | | | |
|------------------------|--|--|--|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| (G) | (H) | (I) | (J) |

Number of Days

| | |
|-------------------------------------|---|
| Total number of days away from work | Total number of days of job transfer or restriction |
| (K) | (L) |

Injury and Illness Types

| | |
|----------------------------|-------------------------|
| Total number of . . . | |
| (M) | |
| (1) Injuries | (4) Poisonings |
| _____ | _____ |
| (2) Skin disorders | (5) Hearing loss |
| _____ | _____ |
| (3) Respiratory conditions | (6) All other illnesses |
| _____ | _____ |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name _____

Street _____

City _____ State _____ ZIP _____

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive _____ Title _____

(_____) - / / Date _____

Phone _____

OSHA's Form 301

Injury and Illness Incident Report



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (____) ____-____ Date ____/____/____

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Information about the employee

1) Full name _____

2) Street _____

City _____ State _____ ZIP _____

3) Date of birth ____/____/____

4) Date hired ____/____/____

5) Male
 Female

Information about the physician or other health care professional

6) Name of physician or other health care professional _____

7) If treatment was given away from the worksite, where was it given?

Facility _____

Street _____

City _____ State _____ ZIP _____

8) Was employee treated in an emergency room?

Yes
 No

9) Was employee hospitalized overnight as an in-patient?

Yes
 No

Information about the case

10) Case number from the Log _____ (Transfer the case number from the Log after you record the case.)

11) Date of injury or illness ____/____/____

12) Time employee began work _____ AM / PM

13) Time of event _____ AM / PM Check if time cannot be determined

14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death ____/____/____

APPENDIX B OF THE SUPPLEMENTARY CONDITIONS
PROJECT WORKSHEET

INTENTIONALLY OMITTED

SECTION 6: SPECIFICATIONS

GENERAL REQUIREMENTS

CONSTRUCTION SPECIFICATIONS

SECTION 7: SPECIAL PROVISIONS

SPECIAL PROVISIONS

SPECIAL PROVISIONS

TABLE OF CONTENTS

1. GENERAL REQUIREMENTS

| | | |
|------|---|---|
| 1.01 | MISCELLANEOUS CONSTRUCTION CONTRACTS (MCC) PLAN. GENERAL TERMS AND CONDITIONS AND SPECIAL CONDITIONS..... | 1 |
| 1.02 | SCOPE OF WORK..... | 1 |
| 1.03 | LOCATION OF WORK..... | 4 |
| 1.04 | PLANS..... | 4 |
| 1.05 | TIME FOR COMPLETION..... | 5 |

2. GENERAL CONSTRUCTION

| | | |
|------|----------------------------------|----|
| 2.01 | FIELD OFFICE (REV. 11-9-15)..... | 6 |
| 2.02 | TECHNICAL SPECIFICATIONS | 10 |

3. TRAFFIC CONTROL

| | | |
|------|---------------------------------------|----|
| 3.01 | TRAFFIC SIGNALIZATION AND SIGNS | 11 |
|------|---------------------------------------|----|

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

APPENDIX "B" TO SPECIAL PROVISIONS
Technical Specifications

APPENDIX "C" TO SPECIAL PROVISIONS
Section 630 Conduit

1. GENERAL REQUIREMENTS

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

A. Division 01 (General Requirements) of the DTPW Specifications amends the MCC Plan, and other provisions of the Contract Documents. All requirements of the MCC Plan, Resolution and amendments', or portions thereof, which are not specifically modified, deleted, or superseded by Division 01, remain in full effect. In the event a conflict between these two complementary portions of the Contract Documents occurs, Division 1 will prevail, and Engineer will provide clarification and final determination. These Special Provisions also amend, complement, modify or delete items from the DTPW Construction Specifications of these Solicitation and Contract Documents.

1.02 SCOPE OF WORK

A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.

B. Work includes but is not limited to the following:

1. Rehabilitation work at West Bridge SB (874541) is to include joint replacement, superstructure repairs, CIP substructure repair, bulkhead repair, slopewall repair and pile repair as shown in the plans.
 - a. The primary tasks to be completed by the contractor are as follows:
 - 1) Daily placing and removing maintenance of traffic devices when construction is in progress, including, but not limited to barricades, construction signs and directional arrows placed along the new alignment.
 - 2) Remove and replace the existing expansion joints as indicated in the plans.
 - 3) Repair concrete spalls and popouts on the concrete headers at all joints.
 - 4) Restore and/or repair concrete spall areas located in specified areas indicated in the plans.
 - 5) Repair existing concrete beam damage as indicated in the plans.
 - 6) Inject and seal cracks as indicated in the plans.
 - 7) Repair existing piles with structural jackets as indicated in the plans.
 - 8) Repair bulkhead cap and repair cracks as indicated in the plans.
 - 9) Inject existing slope protection and walkway at abutment 1 with a polyurethane grout fill material to raise existing panels and walkway to their original position following the requirements of the special provision. The following is an overview of the requirements in the special provision but should not be considered complete.
 - a) Furnish and inject polyurethane grout to fill voids and lift slope panels and walkway at the locations shown in the plans or as directed by the engineer. Furnish all labor, equipment and materials required to inject expansive one or two-part polyurethane.

- b) Work may be performed at night or on weekends as deemed necessary by the engineer. Review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the injection operation is the sole responsibility of the contractor.
- c) Personnel Requirements: The on-site superintendent supervising the work must have at least three years of verifiable experience in polyurethane injection. Provide documentation of each project successfully completed, listing the project name and location, name of contracting party with current contact number, a brief description of the work, and dates of completion. Prior to the start of the work, submit the Contractor and superintendent qualifications to the Engineer for approval.
- d) Materials to be either a one component polyurethane which uses a one component high density polyurethane grout, meeting the following requirements, that upon injection reacts with moisture for rapid expansion and curing to create a watertight mass; or two component polyurethane using a two-component closed cell, hydro-insensitive, high density polyurethane system that upon injection results in rapid expansion and curing.
- e) Pre-Construction Submittals shall be submitted per the special provision upon approval of the Contractor's qualifications, to the Engineer for review and approval prior to performing any work.
- f) Quality control and testing must be performed per the special provision.
- g) Injection placement must be performed per the special provision.
- h) The contractor must submit a report to the Engineer documenting the polyurethane material injection and instrumentation per the special provision.

10) Replace chain link fencing with enhanced fencing.

11) Clean and coat bearings as needed.

12) Remove and replace concrete slopewall as indicated in the plans.

2. Rehabilitation work at West Bridge NB (874542) is to include joint replacement, superstructure repairs, CIP substructure repair, bulkhead repair, slopewall repair and pile repair as shown in the plans.

- a. The primary tasks to be completed by the contractor are as follows:
 - 1) Daily placing and removing maintenance of traffic devices when construction is in progress, including, but not limited to barricades, construction signs and directional arrows placed along the new alignment.
 - 2) Remove and replace the existing expansion joints as indicated in the plans.
 - 3) Repair concrete spalls and popouts on the concrete headers at all joints.
 - 4) Restore and/or repair concrete spall areas located in specified areas indicated in the plans.
 - 5) Repair existing concrete beam damage as indicated in the plans.
 - 6) Inject and seal cracks as indicated in the plans.
 - 7) Repair existing piles with structural jackets as indicated in the plans.

- 8) Repair bulkhead cap and repair cracks as indicated in the plans.
- 9) Inject existing slope protection with a polyurethane grout fill material to raise existing panels to their original position following the requirements of the special provision. The following is an overview of the requirements in the special provision but should not be considered complete.
 - a) Furnish and inject polyurethane grout to fill voids and lift slope panels at the locations shown in the plans or as directed by the engineer. Furnish all labor, equipment and materials required to inject expansive one or two-part polyurethane.
 - b) Work may be performed at night or on weekends as deemed necessary by the engineer. Review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the injection operation is the sole responsibility of the contractor.
 - c) Personnel Requirements: The on-site superintendent supervising the work must have at least three years of verifiable experience in polyurethane injection. Provide documentation of each project successfully completed, listing the project name and location, name of contracting party with current contact number, a brief description of the work, and dates of completion. Prior to the start of the work, submit the Contractor and superintendent qualifications to the Engineer for approval.
 - d) Materials to be either a one component polyurethane which uses a one component high density polyurethane grout, meeting the following requirements, that upon injection reacts with moisture for rapid expansion and curing to create a watertight mass; or two component polyurethane using a two-component closed cell, hydro-insensitive, high density polyurethane system that upon injection results in rapid expansion and curing.
 - e) Pre-Construction Submittals shall be submitted per the special provision upon approval of the Contractor's qualifications, to the Engineer for review and approval prior to performing any work.
 - f) Quality control and testing must be performed per the special provision.
 - g) Injection placement must be performed per the special provision.
 - h) The contractor must submit a report to the Engineer documenting the polyurethane material injection and instrumentation per the special provision.
- 10) Replace chain link fencing with enhanced fencing.
- 11) Clean and coat bearings as needed.
- 12) Remove and replace concrete slopewall as indicated in the plans.

3. Rehabilitation work at William Powell Bridge (874545) is to include joint replacement, superstructure repairs, CIP substructure repair, and bulkhead repair as shown in the plans.

- a. The primary tasks to be completed by the contractor are as follows:
 - 1) Daily placing and removing maintenance of traffic devices when construction is in progress, including, but not limited to barricades, construction signs and directional arrows placed along the new alignment.
 - 2) Remove and replace the existing expansion joints as indicated in the plans.

- 3) Repair concrete spalls and popouts on the concrete headers at all joints.
- 4) Restore and/or repair concrete spall areas located in specified areas indicated in the plans.
- 5) Repair existing concrete beam damage as indicated in the plans.
- 6) Inject and seal cracks as indicated in the plans.
- 7) Repair bulkhead cap and repair cracks as indicated in the plans.
- 8) Replace chain link fencing with enhanced fencing.
- 9) Replace missing fender planks.
- 10) Clean and coat bearings as needed.
- 11) Replace anchor nuts and anchor bolts as needed.
- 12) Clean out scupper holes along North barrier as needed.
- 13) Repair existing East fender navigation lighting as indicated in the plans.

C. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination.

D. Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.

1.03 LOCATION OF WORK

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

1. West Bridges and William Powell Bridge are located over Intracoastal Waterway, Rickenbacker Causeway.

B. The exact location and limits of construction are as shown on the Plans accompanying these Contract Documents.

1.04 PLANS

A. Engineering Drawings titled "Plans for Rehabilitation of West Bridges and William Powell Bridge over Intracoastal Waterway, Rickenbacker Causeway – Bridge No. 874541, 874542 & 874545", Miami Dade County (Project No. 20230087); prepared by Miami Dade County, Department of Transportation and Public Works, Highway Division, are included with these Contract Documents. Additional standard details are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.

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

1.05 TIME FOR COMPLETION

- A. The Work must be substantially completed within 305 days after the date when the Contract Time commences to run as provided in Subarticle 1.06 N of the General Requirements (Division 1), and all requirements of the Contract Documents completed and ready for final payment within 365 days after the date when the Contract Time commences to run.
- B. The effective date of the "Notice to Proceed" will be established during the Preconstruction Conference which is held shortly after the Award of Contract and which is attended by members of Department of Transportation and Public Works, the Contractor, representatives of utility companies, and others affected by the Work. The effective date shall be set as a date no later than 30 calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

2. GENERAL CONSTRUCTION

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

A. Description:

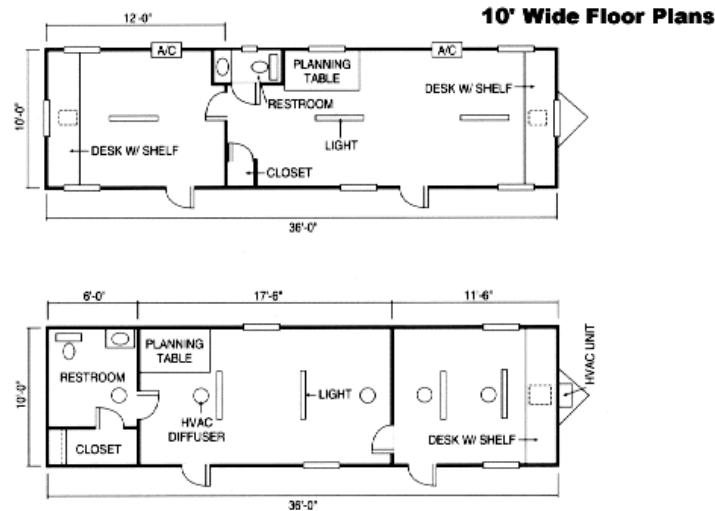
1. This section specifies the furnishing, installing, and maintaining of a field office for the exclusive use of the Engineer and Miami-Dade County (MDC) in the administration of the Contract. The aforementioned office shall be separated from, but in close proximity to the Contractor's office. The Contractor shall not use this office or its equipment, in particular the telephone.
2. In the event a mobile office unit cannot be used, the Engineer may direct the Contractor to forgo the aforementioned mobile office unit and instead provide a Field Office located in available commercial space within close proximity to the project site. It shall be the responsibility of the Contractor to identify said availability and to secure the required office space upon the Engineers written approval. All of the requirements and conditions, set forth herein regarding the Field Office Article, shall remain unless otherwise specifically provided in writing from the Engineer.
3. Contractor will provide a proposed field office layout and location to the Engineer for his review within 5 days of the issuance of the "Notice to Proceed." The location of the field office shall be as directed by the Engineer. The Field Office shall be located within one (1) mile from the project site.
4. Utilities, potable water and telephone connection, use and service charges shall be paid by the Contractor during the term of the contract. Long distance calls, made by MDC personnel, will be the responsibility of MDC. (Telephone calls to Monroe, Broward and Palm Beach Counties will not be considered as long distance).
5. No work shall commence until the Field Office is completely set up. Including electricity, functioning telephone/internet and air conditioning along with the appropriate Certificate of Occupancy. No exception will be made unless specifically authorized by the Engineer.

B. Products

1. Field Office

- a. Furnish and install one (1) new, factory manufactured, mobile field office unit not less than 10'X36'. Floor space shall be divided and shall include no less than one restroom and one private office. The private office shall be approximately 120 square feet. The Mobile Unit layout shall be consistent with either of the diagrams below. The private office will be located at an end of the mobile unit.

- b. Layout:



c. The following items, materials and services shall be included and/or provided:

- 1) The Field Office shall be weather tight and have a structurally sound foundation and superstructure;
- 2) Exterior walls, floors, and ceilings shall be insulated;
- 3) Interior walls and ceilings shall be refinished plywood paneling;
- 4) Interior Floors shall have resilient flooring;
- 5) Restroom furnishings shall include: Water closet, lavatory with hot and cold water supply, mirror, soap holder, toilet tissue dispenser, and paper towel dispenser;
- 6) The interior lighting shall not be less than 100 foot candles at desk height except in the restroom. The restroom lighting shall be adequate. Exterior lighting shall be located over each entrance door;
- 7) Electrical receptacles shall be of the duplex receptacle type, not more than 10 feet from center-to-center, on all interior walls except in the restroom;
- 8) An electrical water cooler shall be provided with hot and cold taps, bottled water, and a supply of drinking cups and cup disposal as needed by the Engineer and Staff;
- 9) An electrical refrigerator, with a capacity of no less than 1.7 c.f. and of energy efficient design shall be provided;
- 10) The Field Office shall include a Hot Water Heater with no less than a 20 gallon capacity;
- 11) The Field Office shall have a heating and air-conditioning, thermostatically controlled, system capable of maintaining office spaces at an ambient temperature between 68 and 78 degrees Fahrenheit;
- 12) The exterior doors to the private office and any interconnecting doors between offices shall be fitted with door locks and keyed alike. Three sets of keys shall be provided to the Engineer. Any door between the central space and the restroom shall have privacy locks;
- 13) The Field Office shall have one telephone with an answering machine. Additionally, provide a dedicated phone line for a fax machine; and one jack for Internet broadband access;

- 14) The private office within the Field Office shall be equipped with Broadband Internet service, no less than 1 GB of speed, including e-mail capabilities for the duration of the Contract;
- 15) Contractor will provide a laptop computer having the following minimum configuration or better:
 - a) Processor - Intel® Core i5-5200U CPU (or equivalent)
 - b) Graphics Processor - Intel HD Graphics 5500 GPU
 - c) Display - 15.4 inch 16:9 format, 1920 x 1080 Pixels, IPS, matte finish
 - d) Storage - 250 GB SSD
 - e) Memory - 8.0 GB RAM
 - f) USB 3.0 Ports (Minimum of 2)
 - g) LAN - Gigabit Ethernet Port
 - h) WLAN - Dual Band Wireless-AC (802.11 a/b/g/n/ac)
 - i) Backlit QWERTY Keyboard
 - j) Operating System - Windows 7 Professional Series (or newer)
 - k) Replaceable Battery (Not Built-in)
 - l) Kensington Lock/Security Locking Cable (Combination Lock)
 - m) Three years Manufacturer's Warranty (parts/labor/on site)
 - n) Carrying case
- 16) Contractor will deliver laptop computer specified above to the County Project Manager no later than 5 days from their receipt of the Notice to Proceed. The Project Manager will submit the laptop to the Information Technology Department (ITD) for certification that it meets the minimum specifications set forth herein. The Project Manager will provide a written confirmation to the Contractor upon certification by ITD;
- 17) Contractor will provide one fax machine, of the plain paper type. The Contractor shall supply an adequate supply of ink/toner for the fax machine, as needed by the Engineer;
- 18) Contractor will provide one color printer and scanner to be operational in conjunction with the aforementioned computer. The Contractor to provide adequate supply of ink for the referenced printer, as needed by the Engineer;
- 19) Contractor will provide six Reams (500 count) of standard plain white letter paper to be used with the color printer and the fax machine;
- 20) Contractor will provide all cables, power cords, surge protector and software required to properly connect and operate the computer, printer, scanner and fax machine;
- 21) The fax machine and color printer and scanner may be combined into one unit, as long as it is operational in conjunction with the referenced computer;
- 22) The laptop computer, fax machine, color printer, scanner and all accessories shall remain the property of Miami-Dade County upon completion of the contract. Said equipment shall be delivered to the Department as instructed by the Engineer.
- 23) The Field Office shall have an operational burglar alarm system, maintained and monitored by a qualified monitoring service for the duration of the contract or until such time the Engineer approves its termination. In the event the monitoring service receives an alert from the alarm, the Engineer shall be notified immediately;

- 24) The Field Office shall be equipped and secured with hurricane tie-downs, complying with current Miami-Dade County Ordinances;
- 25) The Field Office shall have ADA compatible steps, landings, and a handicap ramp with handrails. The steps, landings, decks and ramps shall all be constructed utilizing pressure treated lumber and hot dipped galvanized nails and bolts. A sketch design and layout of the aforementioned items shall be provided along with the proposed location and layout described in subarticle B above and will be subject to the approval of the Engineer;
- 26) Furnishings for the Field Office shall be supplied by the Contractor and shall include the following:
 - a) Two desks, having a surface area of 3x5 feet.
 - b) Two desk chair
 - c) One lockable wooden or metal locker of a size suitable for storing field testing and surveying equipment.

C. Execution

1. Access and Parking

- a. Field Office shall be located as to provide clear access from public streets including parking spaces for not less than five vehicles immediately adjacent to the field office. Signs shall be posted indicating that these spaces are reserved for the Engineer and/or Miami-Dade County personnel only. The parking area will be graded for drainage and surfaced with gravel, asphalt paving, or concrete paving.

2. Restroom Sewer Connection

- a. Restroom in the Field Office shall be connected to two 700 gallon chemical holding tanks. The holding tanks shall be serviced as often as necessary to prevent accumulation of wastes and unsanitary conditions, but no less than two times per week.

3. Maintenance

- a. Contractor must clean and service the Field Office and parking area three times per week during normal working hours. Cleaning and servicing includes complete janitorial services, soap, paper towels, and toilet tissue. Contractor will make all repairs in a timely manner at no additional compensation.

D. Measurement and Payment

1. Measurement

- a. The work under this Section will not be measured separately for payment. No separate payment will be made for the Engineer's Field Office, and it is to be included by the Contractor in prices bid for the various items of the work.

2.02 TECHNICAL SPECIFICATIONS

1. The Contractor is responsible for complying with all the requirements under Technical Specifications. Refer to Appendix "B" to Special Provisions of the Contract Documents.

3. TRAFFIC CONTROL

3.01 TRAFFIC SIGNALIZATION AND SIGNS

1. The DTPW Traffic Control Equipment Standards and Specifications Section 600 (General Provisions for Traffic Control Devices) is provided as an Appendix "C" to these Special Provisions.

APPENDIX "A" TO SPECIAL PROVISIONS
AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT



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

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

Original form must be received before we can process your request for ACH deposits. Please refer to page 2 for instructions. Processing of the form is approximately 15 days from receipt of completed original form. This authority is to remain in effect until revoked in writing and received by the Finance Department. Account changes must be reported at a minimum **fifteen (15) days prior to actual change**.

Section 1 (TO BE COMPLETED BY VENDOR) - ALL FIELDS ARE REQUIRED

| | | | |
|--|------------------------------|-----------------------------------|------------------------------------|
| TRANSACTION TYPE: | New <input type="checkbox"/> | Change <input type="checkbox"/> | Terminate <input type="checkbox"/> |
| FEDERAL IDENTIFICATION NUMBER | | | |
| _____ | | | |
| (AS PER CURRENT W-9) | | | |
| _____ | | | |
| (FOR INTERNAL USE ONLY) | | | |
| VENDOR NAME : _____ | | | |
| DBA (DOING BUSINESS AS) : _____ | | | |
| TELEPHONE NUMBER : _____ | | | |
| FISCAL OFFICER NAME AND TITLE : _____ | | | |
| FISCAL OFFICER'S EMAIL : _____ | | | |
| ACH NOTIFICATION EMAIL: _____ | | | |
| <i>(This is the email where payment information will be sent)</i> | | | |
| ROUTING NUMBER | | | |
| _____ | | | |
| (FOR INTERNAL USE ONLY) | | | |
| VENDOR'S BANK ACCOUNT NUMBER | | | |
| _____ | | | |
| TYPE OF ACCOUNT | | Checking <input type="checkbox"/> | Savings <input type="checkbox"/> |
| AUTHORIZED SIGNATURE | | DATE : _____ | |
| PRINTED NAME | | _____ | |
| A VOIDED CHECK OR REDACTED COPY OF A BANK STATEMENT FOR THE ACCOUNT LISTED ABOVE MUST BE PROVIDED. PLEASE REFER TO INSTRUCTIONS FOR OUR MAILING ADDRESS. SUBMISSION OF YOUR E-MAIL ADDRESS IS MANDATORY IN ORDER TO PARTICIPATE IN THIS PAYMENT OPTION. | | | |

Section 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

| | |
|---|-------------------------|
| FINANCIAL INSTITUTION NAME: _____ | |
| ADDRESS: _____ | |
| BANK OFFICIAL NAME (PRINTED) AND TITLE : _____ | |
| TELEPHONE NUMBER : | EMPLOYEE ID NO. : _____ |
| EMAIL : | _____ |
| <input type="checkbox"/> I have verified that the account and routing number provided above is correct and corresponds to vendor noted above. | |
| <input type="checkbox"/> I have also verified that the person signing is an authorized signer on the account specified. | |
| SIGNATURE | DATE : _____ |

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

| Accounts Payable Verifications | Cash Management | Input/Output |
|--------------------------------|--------------------------|----------------------------------|
| Corp. Officer Name : _____ | Verified by: _____ | Routing # verified by : _____ |
| A/P Staff: _____ | | ACH Indicator updated by : _____ |
| Corp. Officer Title : _____ | Date: _____ | Date of Update : _____ |
| Bank Officer: _____ | A/P Supervisor: _____ | Verified by : _____ |
| Date: _____ | Verification Date: _____ | Verification Date: _____ |



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

INSTRUCTIONS

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

You may obtain blank copies of this form at : http://www.miamidade.gov/finance/library/ach_form.pdf

At our Vendor Payment Inquiry (VPI) website you can obtain payment information as well as status of invoices, payment due date and other important information. You can reach the VPI site at :

<https://w85exp.miamidade.gov/VInvoice/login.do>

Section 1

Transaction Type

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

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

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

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

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

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

Fiscal Officer Name, Title and E-Mail : Name of Authorized Corporate officer, Title and E-Mail address to be contacted to. Corporate officer signing this form must be an authorized signatory in the corporate bank account listed on this form.

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

Section 2

This section must be completed in full and legible manner by your banking institution in order to prevent delays in processing change to ACH. Both acknowledgment statements must be checked off by Bank Official signing and dating the form.

Section 3

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

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

Accounts Payable Manager

Miami-Dade County Finance Department

111 NW First Street, Suite 2620

Miami, Florida 33128

Terms and Conditions

Completed form should not contain any changes (scratched off /white out) or altered information; otherwise, form will not be accepted.

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

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

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

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

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

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

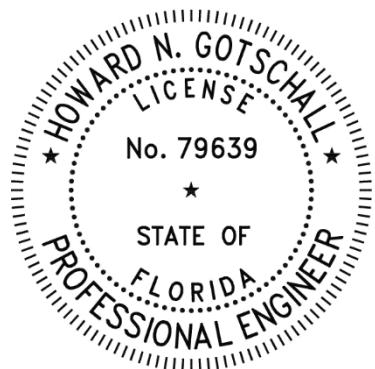
Miami-Dade County will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this ACH Authorization Agreement Form.

APPENDIX "B" TO SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIAL PROVISION FOR
SHALLOW SUBSURFACE POLYURETHANE INJECTION

PROJECT NO.: EDP-MT-20230087



This item has been digitally signed and sealed by Howard Gotschall, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed signature must be verified on any electronic copies.

Prepared by: Howard Gotschall, P.E.
Date: October 18, 2024
Fla. License No.: 79639
Firm Name: Hanson Professional Services Inc.
Firm Address: 9850 NW 41st Street, Suite 160
City, State, Zip code: Doral, FL 33178

Page(s): 1 through 8

Table of Contents

| | |
|---|---|
| 1.0 General..... | 3 |
| 2.0 Personnel Requirements | 3 |
| 3.0 Materials..... | 3 |
| 3.1 One Component Polyurethane..... | 3 |
| 3.1.1 Viscosity | 3 |
| 3.1.2 Compressive and Tensile Strength..... | 3 |
| 3.1.3 Cure Time..... | 3 |
| 3.1.4 Performance in Water: | 3 |
| 3.1.5 Certification | 4 |
| 3.1.6 Alternate Formulations | 4 |
| 3.2 Two Component Polyurethane..... | 4 |
| 3.2.1 Apparent Density..... | 4 |
| 3.2.2 Compressive Strength..... | 4 |
| 3.2.3 Cure Time..... | 4 |
| 3.2.4 Performance in Water: | 4 |
| 3.2.5 Certification | 4 |
| 3.2.6 Alternate Formulations | 4 |
| 4.0 Equipment | 4 |
| 5.0 Construction Requirements | 5 |
| 5.1 Pre-construction Submittals | 5 |
| 5.2 Pavement Profile | 5 |
| 5.3 Quality Control | 5 |
| 5.4 Testing..... | 6 |
| 5.4.1 Pre-Production | 6 |
| 5.4.2 Post-Production..... | 6 |
| 5.5 Pre-construction Submittals | 6 |
| 5.6 Faulted Joints | 7 |
| 5.7 Lifting..... | 7 |
| 5.8 Edge Drains | 7 |
| 5.9 Punchouts | 7 |
| 5.10 Blowouts..... | 7 |
| 5.11 Water Control Structures..... | 8 |
| 6.0 Report. | 8 |
| 7.0 Method of Measurement..... | 8 |
| 8.0 Basis of Payment..... | 8 |

SHALLOW SUBSURFACE POLYURETHANE INJECTION

1. General.

Furnish and inject polyurethane grout to fill voids and lift slope panels at the locations shown in the Plans or as directed by the Engineer. Furnish all labor, equipment and materials required to inject expansive one or two-part polyurethane.

Work may be performed at night or on weekends as deemed necessary by the Engineer. Review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the injection operation is the sole responsibility of the contractor.

Field locate and verify the location of all utilities in the vicinity of the project site prior to starting the work. Maintain uninterrupted service for all existing utilities throughout the work

2. Personnel Requirements.

The on-site superintendent supervising the work described in this Section must have at least three years of verifiable experience in polyurethane injection. Provide documentation of each project successfully completed, listing the project name and location, name of contracting party with current contact number, a brief description of the work, and dates of completion.

Prior to the start of the work, submit the Contractor and superintendent qualifications to the Engineer for approval.

3. Materials.

3.1 One Component Polyurethane: Use a one component high density polyurethane grout, meeting the following requirements, that upon injection reacts with moisture for rapid expansion and curing to create a watertight mass.

3.1.1 Viscosity: The material must have a viscosity of 110 to 130 centipoise (cP) at 20°C to 25°C.

3.1.2 Compressive and Tensile Strength: The material must have a minimum cured compressive strength of 600 psi in accordance with ASTM C39 (with fine sand and without conditioning), a minimum cured tensile strength of 40 psi in accordance with ASTM D1623 or ASTM D3574, and no shrinkage in accordance with ASTM D1042 or ASTM D756.

3.1.3 Cure Time: The material must achieve a minimum compressive strength of 400 psi within 30 minutes. If work is performed within the travel lane, traffic must be safely restored within 30 minutes after the last injection of material.

3.1.4 Performance in Water: Ensure the cured material is not affected by the presence of excess water.

3.1.5 Certification: Submit a manufacturer's certification that the material meets the requirements of this Specification to the Engineer.

3.1.6 Alternate Formulations: Certain situations may necessitate the use of polyurethane formulations that provide physical characteristics exceeding the requirements above. Submit the manufacturer's certification for the alternate formulation to the Engineer for approval.

3.2 Two Component Polyurethane: Use a two-component closed cell, hydro- insensitive, high density polyurethane system that upon injection results in rapid expansion and curing.

3.2.1 Apparent Density: The material must have an apparent overall density of 4.7 pounds per cubic foot to 6.5 pounds per cubic foot, tested in accordance with ASTM D1622 (without conditioning).

3.2.2 Compressive Strength: The material must have a minimum cured compressive strength of 75 psi tested in accordance ASTM D1621 (without conditioning).

3.2.3 Cure Time: The material must achieve a minimum compressive strength of 60 psi within 30 minutes. Traffic, if work is performed within the travel lane, must be safely restored within 30 minutes after the last injection of material.

3.2.4 Performance in Water: Ensure the injected material is not affected by the presence of excess water.

3.2.5 Certification: Submit a manufacturer's certification that the material meets the requirements of this Developmental Specification to the Engineer.

3.2.6 Alternate Formulations: Certain situations may necessitate the use of polyurethane formulations that provide physical characteristics exceeding the requirements above. Submit the manufacturer's certification for the alternate formulation to the Engineer for approval.

4. Equipment.

Provide mobile injection equipment, including, but not limited to, a pumping unit capable of injecting material to the locations and depths required with electric generating capabilities necessary to support the injection operations. The equipment must be capable of controlling the rate of flow of material to achieve the desired results while minimizing blowback and blowouts. Use equipment with a certified flow meter or volumetric measurement device having a visual readout to measure the amount of material injected at each location. Provide a certification for the metering device to the Engineer.

Use equipment with pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane materials. Ensure the equipment properly mixes two component materials when two component polyurethane materials are injected.

Use drilling equipment capable of drilling the required diameter injection holes through concrete, pavement or other masonry materials as shown in the Plans without damaging the integrity of the existing structure.

Use laser levels and target readers, zip levels and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the necessary void filling and improvement has occurred without adversely affecting the existing profile.

Provide all necessary equipment such as light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

5. Construction Requirements.

5.1 Pre-Construction Submittals: Upon approval of the Contractor's qualifications, submit the following information to the Engineer for review and approval prior to performing any work:

- i. The proposed start date and duration of the project sequence.
- ii. The type and size of all equipment to be used. Describe the methods to be used to achieve the requirements of this Specification.
- iii. The materials to be used and anticipated injection rate.
- iv. A description of construction methods to be used for site preparation, including the methods for measurement concerning slab lifting requirements, clearing of debris and a pre-construction survey documenting existing cracks/damage to concrete curb and gutters or adjacent structures.
- v. A description of construction methods to be used to perform the injection of the polyurethane with a detailed sequence of injection operations.
- vi. Manufacturer's technical data sheet verifying that the polyurethane materials meet all requirements this Specification, including the densities (in pounds per gallon) of each individual component (resin and activator) of any two part polyurethane materials.
- vii. Certification for the metering device or the Contractor's plan for measuring the material.
- viii. Proposed plan to monitor inside subsurface drainage structures during injection and to prevent excessive polyurethane migration into any existing drainage structures.

5.2 Pavement Profile: Prepare a profile of the slope panels from laser level measurements of each area to document pre-existing conditions to ensure movement does not exceed 1/16 inch of the final planned elevation during the injection operations. Prior to beginning any work, submit a report documenting this inspection and the recorded elevations to the Engineer for approval. Include photographs of the area documenting the location and length of existing cracks.

5.3 Quality Control: For polyurethane solutions which require mixing or blending of multiple components, perform a daily quality check in the presence of the Engineer, using the flow meters and/or measurement devices, on the ratio of the parts provided by the injection system. Perform a test shot of material from one component source at a time with a minimum of 5 gallons of each material, comparing the output in gallons of resin to the gallons of activator, if applicable (resin material only for one component foam system).

Determine the injection ratio for two component systems. If this ratio differs from the approved solution ratio used at the test point locations, check the system for problems, make any necessary adjustments until a proper ratio is achieved. Following these checks and adjustments, and prior to performing the work each day, reset the measurement devices on the pumping units to zero. The Engineer reserves the right to perform compressive strength testing on polyurethane samples.

5.4 Testing.

5.4.1 Pre-Production: When pre-production test injection points are shown in the Plans, complete a pre-production polyurethane injection performance testing program. Prior to the injection at production point locations indicated in the Plans, determine the rate and amount to be injected to obtain the required improvement.

Assess the cure rate for the proposed process by the initial completion of pre-production polyurethane injection performance testing at pre-production test injection points shown in the Plans. Inject at the pre-production test point locations using the proposed materials, injection rates, and processes anticipated for production.

To verify adequate subsurface improvement has been achieved, perform a minimum of two standard penetration test (SPT) soil borings in accordance with ASTM D1586, using safety or automatic hammer) or dynamic cone penetrometer (DCP) soundings in accordance with ASTM D6951, at locations approved by the Engineer. After injection of the test points, locate at least one SPT boring or DCP sounding just outside the injected area and at least one SPT boring or DCP sounding centrally within the test point grid, unless shown otherwise in the Plans. Use the same equipment for all tests. Submit the results of the SPT borings and DCP soundings, the recommended injection rate and injection cut-off criteria to the Engineer for review and approval prior to proceeding with the production point locations. The Engineer may require additional SPT borings or DCP soundings. Do not adjust the polyurethane components, ratios or injection processes during production point injection without the approval of the Engineer.

5.4.2 Post-Production: Additional subsurface testing, performed using SPT soil borings or DCP soundings, may be required as directed by the Engineer on each project lane to confirm existing subgrade soil conditions based upon available subsurface information. The Engineer may require access holes to be drilled to allow the insertion of video equipment to assess the size of existing voids.

5.5 Injection Placement: Inject the polyurethane to the depth shown in the Plans. If not shown in the Plans, select the exact location, spacing, hole size and depth of the injection tubes with the approval of the Engineer. All one component polyurethane material must be injected to the greater of the elevation shown on the plans or one foot below the existing water table. When direct access to voids is available, provide a means to confine the placement and inject the polyurethane directly into the void.

When direct access to voids is not available, drill a series of holes sized no larger than required for the injection tube placement, at approximately 3 to 4 foot intervals or as determined by the Engineer. When drilling through reinforced concrete, determine the location of existing reinforcing prior to drilling injection holes. Do not drill into or cut existing reinforcing. If existing reinforcing is encountered during drilling, shift the hole to

clear reinforcing.

Install and operate a level control system during the injection operation. Monitor the elevation of the pavement or structure profile to detect any movement within a 10 to 15 foot radius from the point of injection during injection operations, or as directed by the Engineer.

Continuously monitor laser level or dial indicator micrometer readings during injection operations to determine sufficient material usage as indicated by pavement movement of 1/16 inch or less. Additionally, monitor all directly adjoining structures, such as adjacent bridge spans, bulkheads, road surfaces, curb and gutter to detect and prevent unintended movement.

Inject the material gradually to avoid excessive force build up. If the movements exceed 1/16 inch beyond the desired profile, take corrective actions to stop the movement and perform repairs. Immediately notify the Engineer if signs of damage are observed, such as new cracks in the pavement, increased size of existing cracks, or separation of joints in paved and unpaved surfaces. Repair any damage to the concrete slab/pavement, adjacent structures, bulkheads, gutters, and shoulders resulting from the injection operations to the satisfaction of the Engineer, and at no cost to the Department.

Remove any excess polyurethane material extruding from cracks or the drilled holes. Seal the drilled holes to the full depth of the slab section with cement grout.

5.6 Faulted Joints. For undersealing and leveling of faulted joints of concrete pavement, inject to fill any void in the sub-base. When the void is filled and the area is stabilized, begin lifting and realigning panels to proper grade.

5.7 Lifting: In some situations, for lifting, the subgrade will need to be stabilized. When stabilization is required, an injection depth will be determined by the Contractor and approved by the Engineer but will not be at a depth greater than 3 feet below the pavement base. Inject the material until the dip in the pavement is removed and the pavement or structure is brought to the desired grade. If stabilization is not necessary, the injection depth will be 12 or more inches below the pavement base to fill the void and lift the pavement or structure to the desired grade.

5.8 Edgedrains: If edgedrains are present, keep all injections within 4 feet of the edgedrain and at least 18 inches below the bottom of the edgedrain.

5.9 Punch Outs: Prior to replacement of short sections of concrete (punch-outs) where base and subbase are suspected as contributing to the failure, perform injections to stabilize the base and subbase to avoid cutout and removal of base and subbase. Ensure removal of the existing slab does not disturb the tubes or the newly stabilized base and subbase. After removal of the slab, cut the tubes off at the top of the base material.

5.10 Blowouts: Take responsibility for any blowouts, excessive slab lifting, slab or bulkhead damage or exacerbation of misalignment that may occur as a result of the work.

If movement exceeds 1/16 inch beyond the desired movement, take corrective actions to stop the movement. Repair the area to the satisfaction of the Engineer and at no cost to the Department.

5.11 Water Control Structures: For void filling and sealing of water control structures, culverts, bulkheads and sea walls, submit a plan of action to the Engineer for approval. Base the plan of action on the specific situation and propose the injection spacing, elevations, quantities and desired result.

6. Report.

Submit a report to the Engineer documenting the polyurethane material injection and instrumentation. Provide before and after photos of the project, a diagram of injection ports, injection volumes per port, problems encountered during construction, resolutions made, and certification testing results in the report. Include profiles before and after injection, document whether the transition at joints are smooth, and whether there are additional cracks in the concrete or surrounding structures. Submit the report prior to final acceptance of the project. In addition, supply as-built injection drawings and grade readings within 5 days of completing the project.

7. Method of Measurement.

For single component polyurethane, the quantity to be paid will be the volume (in gallons) of material authorized, injected, and accepted. For two component polyurethane mixes, the quantity to be paid will be the weight, in pounds, of material authorized, injected, and accepted. Multiply the volume (in gallons) of resin by the resin density to determine the weight of resin. Multiply the volume (in gallons) of activator by the activator density to determine the weight of activator. Add the weights of resin and activator to determine the total weight. For pre-production testing, do not include the cost of polyurethane material. Include the quantity of material used for pre-production testing in the quantity of single component or two component polyurethane injection, as appropriate.

8. Basis of Payment.

Price and payment will be full compensation for all work specified in this Section including furnishing all labor, materials, tools, equipment, testing, and incidentals necessary to complete the work.

Payment for pre-production testing will not be made until all injection placements are completed and accepted.

Payment will be made under: Item No. 906-173

Slopewall Repair – Fill Material

APPENDIX "C" TO SPECIAL PROVISIONS
SECTION 600 GENERAL PROVISIONS FOR TRAFFIC CONTROL
DEVICES
(REV. 05-25-18)

AND

SECTION 630 CONDUIT

SECTION 600 **GENERAL PROVISIONS FOR TRAFFIC CONTROL DEVICES**

PART 1 GENERAL

1.01 DESCRIPTION

- A. These Provisions are in addition to all applicable requirements of Division 01 (General Requirements) of the DTPW Specifications and supplement the Miami-Dade County Traffic Control Equipment Standards and Specifications and all other governing standards, requirements, and specifications.
- B. All work associated with the installation, modification or repairs of traffic control devices owned, operated or maintained by Miami-Dade County must conform to the requirements of these Provisions and the current requirements of the References listed below. The Engineer of Record and the Contractor performing the work are responsible for complying with all applicable requirements.

1.02 REFERENCES

- A. Miami-Dade County Traffic Control Equipment Standards and Specifications including Division 01 (General Requirements)
- B. FDOT Approved Product List (APL)
- C. Miami-Dade County Traffic Signals and Signs Division's Qualified Products List (TSSQPL)
- D. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
- E. FHWA Manual on Uniform Traffic Control Devices (MUTCD)
- F. National Electrical Code, NFPA 70 (NEC)

1.03 DEFINITIONS

- A. Engineer, defined in Subarticle 1.01.D of Division 01 (General Requirements) Miami-Dade County DTPW Specifications, includes the duly authorized representatives of the DTPW Traffic Signals and Signs (TSS) Division. Wherever these Provisions require either notification to or action by Engineer, it is understood to include the DTPW TSS Division authorized representative in addition to any other duly authorized DTPW representatives designated for the specific project.

1.04 REGULATORY REQUIREMENTS

- A. Permits.
 - 1. DTPW Permit(s) and written authorization from the DTPW Traffic Signals and Signs (TSS) Division are required before proceeding with any work pertaining to or that may potentially affect the Miami-Dade County Traffic Control System. Additional requirements regarding the performance and acceptance of the Work may be stipulated by the DTPW TSS Division.

B. Notification.

1. Provide written and verbal notification to the DTPW TSS Division:
 - a. Ten business days prior to commencement of any construction, modification or repair of any component within the Miami-Dade County traffic control system.
 - b. Five business days prior to the commencement of jobs that include overhead or underground work conducted as part of construction or maintenance projects within Miami-Dade County roadways or other roadways within the County whose traffic control devices are maintained by Miami-Dade County.

2. Notification is provided at:

Department of Transportation and Public Works
Traffic Signals and Signs Division (Attn: WRITTEN NOTIFICATION)
7100 NW 36th Street
Miami, FL 33166

Phone: 305-679-0041

3. Provide immediate verbal notice followed by written notification to the DTPW TSS Division upon the discovery of any damage, malfunctions, or irregularities pertaining to any Miami-Dade County Traffic Control System component.

C. Preliminary Product and Equipment Data Submittals.

1. Prior to installation or within thirty days after the preconstruction conference, whichever comes first, submit to Engineer for approval:
 - a. A completed "Submittal Data – Traffic Control Equipment" form listing, by FDOT APL numbers, all traffic control signals, devices, and hardware that will be used on the Project. Only current FDOT APL certified items that have also been approved and currently listed in the TSSQPL may be used.
 - b. One copy of the manufacturer's descriptive literature and technical data fully describing proposed non-structural equipment or material whose category or type does not require FDOT APL certification or TSSQPL approval.
 - c. Two copies of the shop drawings signed and sealed by the Specialty Engineer. Shop drawings are required for all structural support materials and other special designs, such as non-electrical, non-mechanical, or other fabricated items, which may not be specifically detailed in the Plans.

D. Transfer of Maintenance Responsibilities.

1. Fully maintain all traffic control devices located within the Project limits, including any interconnect, beginning on the date of the Notice to Proceed or the date Contractor has begun any work on any portion of the Project, whichever is sooner, through and including the date of Final Acceptance by the County subject to any additional Contractor Warranty and Burn-in Period requirements. Investigate all inquiries, complaints or requests made by the County or the Public and immediately initiate all required repairs.
2. Notify Engineer of intent to begin any physical construction work on the Project or any portion thereof. This notification must be a minimum of seven (7) working days prior to the start of construction to allow sufficient time for Contractor to conduct an inspection of the existing traffic control device installation(s). In the event any deficiencies are

noted by Contractor, at the County's option, they are to be repaired by the TSS Division or documented on the "Transfer of Maintenance" form. If work is started prior to the inspection, maintenance of the traffic control device(s) will immediately be transferred to Contractor without an inspection. Contractor is then responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic control device.

3. For new traffic control devices, partial or final acceptance and inspection must be scheduled with the County Project Manager before the traffic control device is placed in normal operational mode. Notification is also required before placing the signal in the flashing mode.

E. Emergency and Non-Emergency Repairs

1. Provide Engineer two (2) contact names and (24-hour) telephone numbers. Contractor must provide sufficient qualified personnel to respond to all notifications of malfunctions on a round-the-clock basis (24 hours a day, 7 days a week).
2. Maintain and make available to Engineer a time and date log of each response from the time of the initial report to the time of final permanent repair.
3. When a signal malfunction occurs, Contractor must respond within two hours of notification and repair the traffic signal so that it is operating in a safe manner within four hours of initial notification. Contractor is responsible for the permanent repair within 24 hours, and must notify the County immediately upon completion of the repairs. If Contractor fails to respond within two hours, the County reserves the right to either repair the malfunction or employ alternate personnel and charge all costs incurred by the County to the Contractor.
4. Authorized County personnel may, at any time, enter the controller cabinet in order to modify timing or restore any and all signal equipment to proper operation if the malfunction or non-function of such equipment poses a hazard or inconvenience to motorists or pedestrians. Such authorized entry may occur at any time within the period of the contract, and such authorized entry will in no way relieve the Contractor or manufacturer of their respective warranties.
5. Emergency Repairs
 - a. During the Transfer of Maintenance period, the following will be considered an Emergency unless otherwise identified by Engineer:
 - 1) Any hazardous condition;
 - 2) Any malfunction of a controller and its accessory equipment; or
 - 3) Any Site condition, equipment malfunctions or damage, which in the opinion of Engineer constitutes a serious hazard or inconvenience to the public.
 - b. Contractor must dispatch personnel to undertake each such repair no later than thirty (30) minutes after the County notifies Contractor of the Emergency. Personnel responding must arrive within one hour after notification and immediately proceed to make the site safe.

1.05 LICENSES AND QUALIFICATIONS

A. Qualifications

1. Contractor license requirement.
 - a. Contractor must hold either a Miami-Dade County Electrical Contractor License or a State of Florida Certified Electrical Contractor License, or both.

2. Minimum qualifications for personnel supervising or performing work involving electrical Traffic Control Devices and related components or appurtenances.
 - a. All work must be performed under the direction of an employee of the Contractor who is a licensed Miami-Dade County Master Electrician, is present at the job site or able to respond within 2 hours of notification, and holds a current International Municipal Signal Association (IMSA) Traffic Signal Field Technician Level II certification or higher. The Master electrician is required to attest to the quality and accuracy of the Work and its compliance with all applicable codes, standards and specifications; and when required by Miami-Dade County, perform a final verification inspection of the Work.
 - b. Minimum qualification requirements for personnel at the job site:

| Work Performed | Qualification Requirements |
|--|--|
| Contractor's Superintendent | <ol style="list-style-type: none"> 1. Must meet all applicable FDOT and DTPW requirements for a work site superintendent and be at the job site at all times that work is being performed; 2. Must hold a current IMSA Traffic Signal Construction Technician Level II certification or higher; and 3. Must be present at the final inspection of the Work as directed by Miami-Dade County. |
| All controller cabinet work including back panel wiring terminations; programming; testing; turn on; and troubleshooting. | <ol style="list-style-type: none"> 1. Work must be performed by an employee of the Contractor that is a licensed Miami-Dade County Journeyman Electrician and that holds a current IMSA Traffic Signal Field Technician Level II certification or higher; and 2. Must be present at the final inspection of the Work as directed by Miami-Dade County. |
| Electrical traffic control device work including cable and wire installation and splices; signal head installation; power service installation; ground rod testing; cable and wire testing; and field wiring terminations. | <ol style="list-style-type: none"> 1. Work must be performed by or in the presence of and under the responsible charge of an employee of the Contractor that is a licensed Miami-Dade County Journeyman Electrician and that holds a current IMSA Traffic Signal Field Technician Level II certification or higher; and 2. Must be present at the final inspection of the Work as directed by Miami-Dade County. |
| Supervision of work that is non-electrical in nature and exclusively ancillary to the work described herein | <ol style="list-style-type: none"> 1. Must be performed by an employee of the Contractor that holds a current IMSA Traffic Signal Field Technician Level I certification or higher. |

3. Training and Certifications for Temporary Traffic Control

- a. The following certifications from FDOT approved providers are required:
 - 1) Contractor's designated Worksite Traffic Supervisor must have a current FDOT MOT Advanced certification. Contractor's IMSA Traffic Signal Construction Technicians and Traffic Signal Field Technicians described in Paragraph "A.2" above, including the licensed Journeyman and Master

electricians, must have a current FDOT MOT Intermediate certification or higher.

- 2) Contractor's designated Flaggers must have a current FDOT MOT Basic certification.
4. Provide to the DTPW TSS Division for review and approval an updated list of names of all personnel assigned to perform the work along with current copies of their required licenses and certification cards, before starting any work. In addition, ensure that these personnel have copies of their licenses and certifications available at the work site and ready to make them available to DTPW personnel if requested.

B. Qualified Technical Representative of the Control Equipment Manufacturer.

1. A qualified technical representative of the control equipment manufacturer is required to be present at the work site to assist in checking out the operation of the controller whenever:
 - a. A Contractor-furnished traffic signal controller is turned on; or
 - b. An existing Signal is revised requiring Contractor furnished control equipment.

1.06 ACCEPTANCE OF TRAFFIC CONTROL SIGNAL AND DEVICE INSTALLATIONS.

- A. Engineer will make inspection for final acceptance of traffic control signal and device installations as part of all work only after satisfactory completion of all field tests of completed installations and on the basis of a comprehensive final field inspection of all equipment installations.
- B. Submit three copies of a completed Submittal Data – Traffic Control Equipment form for each cabinet location, to Engineer. Engineer will place one copy in the cabinet at each location.
- C. Transfer warranties and guarantees on equipment to the Department in accordance with this Section.
- D. For traffic signal installations, submit three completed copies of the Final Acceptance of Traffic Signal Installation(s) and Transfer of Maintenance form.
- E. Documentation for Electronic Equipment.
 1. Required Documentary Items.
 - a. Operation Manual
 - b. Troubleshooting and Service Manual
 - c. Assembly and installation instructions
 - d. Pictorial layout of components and schematics for circuit boards
 - e. Parts list
 - f. Diagram of the field installation wiring (not applicable to the detectors)
 - g. Warranty information
 2. Prior to final inspection, furnish Engineer with two copies of the aforementioned documentary items from the manufacturer for the following electronic equipment:
 - a. Controllers
 - b. Vehicle detectors
 - c. Load switches

- d. Flasher units
- e. Preemption units
- f. Conflict monitors
- g. Special sequence relays
- h. Cameras
- i. Dynamic message signs
- j. Any other equipment which has a logic, timing, or communications function
- k. Other equipment specified in the Contract Documents

F. As-Built Drawings.

1. As a condition precedent to acceptance, provide signed and sealed As-Built Drawings, either by a State of Florida licensed professional engineer or a professional surveyor and mapper, and prepared pursuant to Subarticle 1.06.1 of Division 01 (General Requirements) of the DTPW Specifications. These drawings must show the actual location of all signal poles, mast arms, traffic control devices, signs, cabinets, service points and must clearly depict all installations including the depth and location of all conduits and conductors; and the specific product number installed.
2. Submittal Requirements:
 - a. Submit three sets of as-built plans for review by Engineer along with electronic copies consisting of a separate level/layer within the project design files. Coordinate the format of electronic as-built files with Engineer. Record all as-built information using typed text to ensure legibility.
 - b. The As-Built plans shall be neat, legible and of the correct size. Bridge projects and any road projects which include Plan, Profile and Cross-Section Sheets must be full size (22" X 36"). In general, if the job was let with full size plans, the As-Builts must be full size. All revisions to the original plans must be delineated in red, located properly on the drawing, they must be legible and true to scale. Every As-Built Plan, Profile and Cross-section Sheet must be designated as such by note or stamp "As-Built" in black.
 - c. Signing and pavement marking plan sheets may be used instead of signalization plan sheets, if a substantial number of changes from the original plans must be recorded. If, in the opinion of the Engineer, the changes cannot be clearly delineated on the existing drawings, clearly delineate all changes on 11 inch by 17 inch detail sheets, enlarged 200% from the reproductions.
 - d. Submit fiber optic splicing diagrams detailing all cable splices, terminations, equipment port assignments, and optical circuits within the communication network.
 - e. As-built submittals must include an electronic file with an inventory of all traffic control signals and devices, and support structures. The inventory must include horizontal position geographic coordinate data collected using Differential Global Positioning System (DGPS) equipment. The inventory must include the manufacturer, model, and serial number for each device or completed assembly. Provide coordinate data for pull boxes as well as conduit and cable at 100 foot intervals including changes in direction.
 - f. Aerial photographs may be furnished with as-built submittals to provide supplementary information. The aerials should not include extra features such as the right of way, baseline, or roadway edges. The aerials may be used as a base for the as-built plans with mile post and offset dimensions. Make any corrections resulting from Engineer's review, and resubmit three sets of the completed as-built plans as a condition precedent to acceptance of the installation.

3. Components: As a minimum, identify all traffic control devices, poles, support structures, cabinets, pull and splice boxes, hubs, access points, and power services.
 - a. Conduit and Cable: Identify all conduit and cable with unique line styles for routing (overhead, conduit, saw cut, etc.) that are clearly identified in a legend on each sheet. Identify the type of cable (example - 7 conductor signal cable) and label the number of conductors, fiber strands or other identifying features of the cable. For conduit, clearly note conduit size and number of runs.
 - b. Loops and Detection Zones: Identify the location of all installed loops (including the distance from the stop bar for the advance loops), the path of each loop to the pull box, the loop window and the path of the loop lead-in to the controller cabinet. Identify the device location and the approximate detection area for detection systems that are not embedded in or under pavement.
 - c. Pull Boxes: Label unused and out of service pull boxes clearly. Show distances to each pull box from the nearest edgeline, stop bar, or other permanent feature. If an edgeline is not near a pull box or would not clearly identify its location; a fixed monument may be used (example - FDOT pole or structure).
 - d. Poles: Identify poles from the nearest edgeline of both approaches. If an edgeline is not near a pole or would not clearly identify its location, a fixed monument may be used.
 - e. Signal Heads: As-built plans must show the final location of signal heads. Each signal head shall be identified by its corresponding movement number.
 - f. Cabinet: The type of cabinet, date of installation and inventory of internal components must be documented. Controller manufacturer along with the controller model number shall be provided for all traffic signal cabinets. A cabinet corner “blow up” shall be provided detailing pull box locations with all conduit and cable.

1.07 MANUFACTURERS' WARRANTY PROVISIONS

A. General.

1. Manufacturer and Contractor costs associated with transferring, providing, and delivering equipment warranties, requirements, terms, and conditions are part of the Work and are included in the overall cost of the Work or where available, in the pay item for the equipment or construction feature utilizing the equipment.
2. Secure all warranties provided by the equipment manufacturer for the specific equipment included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the owner of the equipment within the project limits. Ensure that warranties cover defects for at least the duration specified in the Contract Documents from the date of Final Acceptance in accordance with the applicable Contract Provisions.
3. Transfer warranties upon Final Acceptance. Document all warranties and warranty transfers and provide a copy to Engineer.
4. Contractor's responsibility for warranty repairs, warranty replacement, troubleshooting, or other costs associated with repair or replacement of traffic control signals and devices within the Contract's project limits will terminate 90 days after Final Acceptance.

B. Terms and Conditions.

1. Ensure that the terms and conditions of warranties are documented by the manufacturer for equipment submittals on construction projects. Include terms for a

specified service performance with provisions for repair parts and labor, or for replacement.

2. Ensure that warranties and guarantees are consistent with those provided as customary trade practices; or as otherwise specified in the Plans, Standard Specifications, Supplemental Specifications or Special Provisions.
3. When a warranty is available, ensure that a written warranty accompanies the manufacturer's billing invoice. Ensure warranties require the manufacturer to furnish replacements for any part or equipment found to be defective during the manufacturer's warranty period at no cost to the owner of the equipment within the project limits.
4. Ensure that manufacturer's and supplier's warranties and guarantees are transferable to the agency or user that is responsible for traffic signal maintenance, are continuous throughout their duration and state that they are subject to such transfer.
5. Ensure the manufacturer will repair any faulty equipment during this period at no charge to the Department for parts, labor or shipping to and from the factory.

PART 2 PRODUCTS

2.01 EQUIPMENT AND MATERIALS.

A. General.

1. Ensure that the traffic signal equipment, materials, and work meet the requirements of the Plans and Specifications. All equipment furnished must be new and meet the requirements of the following:
 - a. Underwriter's Laboratory Incorporated (UL)
 - b. Electronic Industries Association (EIA)
 - c. National Electric Code (NEC)
 - d. American Society of Testing and Materials (ASTM)
 - e. American National Standards Institute (ANSI)
 - f. International Municipal Signal Association (IMSA)
 - g. National Electrical Manufacturers Association (NEMA)
2. Use only compatible units of any one item of equipment, such as signal heads, detectors, controllers, cabinets, poles, signal system or interconnection equipment, etc.
3. Use only new equipment and material.
4. Provide a complete operable signal installation as specified regardless of any failure of the Department to discover or note any unsatisfactory material.
5. Traffic control signals and devices must be currently approved and listed on the FDOT APL and the DTPW TSSQPL. Contractor may seek acceptance and inclusion of new traffic control signals and devices in the TSSQPL however; doing so will not exempt Contractor from meeting all requirements of the Contract Documents including timely prosecution of the Work.

B. Hardware and Fittings Used for Installation.

1. Ensure that all assembly hardware, including nuts, bolts, external screws and locking washers less than 5/8 inch in diameter, are Type 304 or 316 passivated stainless steel. Use stainless steel bolts, screws and studs meeting the requirements of ASTM F593. Use nuts meeting the requirements of ASTM F594. Ensure all assembly hardware greater than or equal to 5/8 inch in diameter is galvanized. Use bolts, studs, and threaded rod meeting the requirements of ASTM A307. Use structural bolts meeting the requirements of ASTM A325.
2. Use high-strength steel anchor bolts and U-bolts, having a minimum yield strength of 55,000 psi and a minimum ultimate strength of 90,000 psi.

C. Galvanizing: Meet the requirements of FDOT Section 962 when galvanizing for fittings and appurtenances for all structural steel (including steel poles).

D. Environmental Specifications: Ensure system electronics intended for installation outdoors or within a roadside cabinet perform all required functions during and after being subjected to the environmental testing described in National Electrical Manufacturers Association (NEMA) TS2, 2.2.7, 2.2.8, and 2.2.9.

2.02 DEPARTMENT-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR.

- A. Where the Contract Documents require installation of Department-furnished equipment, the Department will turn over such equipment to Contractor when the construction progress allows or as designated in the Contract Documents.
- B. The Department will test and certify the equipment to be in proper condition and ready to use and will bear the costs of correcting any defects in the equipment prior to pick-up by Contractor. Engineer will coordinate the pick-up and installation of the equipment.
- C. Maintain the equipment in proper operational condition after pick-up at no cost to the Department, until either Final Acceptance or the equipment is returned to the Department.

PART 3 EXECUTION (NOT USED)

END OF SECTION 600

SECTION 630 CONDUIT (REV. 02-01-17)

SECTION 630 CONDUIT

PART 1 GENERAL

1.01 SUMMARY

A. Description

1. Furnish and install conduit for traffic control signals and devices, and other electrically powered or operated devices as shown in the Contract Documents.

B. Method of Measurement

1. Furnish and Install:

- a. The Contract unit price per foot of conduit, furnished and installed, will include furnishing all hardware and materials and all testing as specified in this Section and the Contract Documents, and all labor, casings, removal of excavated materials and spoils, removal and disposal of drilling fluids, locate wire, trenching, boring, backfilling, flowable fill and restoration materials necessary for a complete and accepted installation.
- b. Payment for conduit placed underground will be based on the horizontal length of the trench or bore measured in a straight line between the centers of pull boxes, cabinets, poles, etc., in linear feet, regardless of the length or number of conduits installed. No allowance will be made for sweeps or vertical distances below the ground.
- c. Payment for conduit placed aboveground or bridge mounted will be based on the actual length of conduit installed.

C. Basis of Payment

1. Price and payment will be full compensation for all work specified in this Section.
2. Payment for conduit placed under existing turf will be made as open trench.
3. Payment for conduit placed under existing pavement (roadway, driveways, or sidewalk) will be made as directional bore. If conduit is being placed under both existing turf and existing pavement between two pull boxes, payment for the total pull box-to-pull box length will be made as directional bore. Payment for conduit placed by jack & bore will be made as jack & bore, for the total pull box to pull box length.
4. No additional payment will be made for multiple conduits in the same trench.
5. No payment adjustment will be made if Contractor chooses to use an alternative method approved by Engineer.
6. No payment will be made for failed bore paths, injection of excavatable flowable fill, products taken out of service, or incomplete installations.
7. Payment will be made under:

| Item No. | Description | Unit |
|----------|--------------------------------|------|
| 630-2-11 | Conduit, F&I, Open Trench | LF |
| 630-2-12 | Conduit, F&I, Directional Bore | LF |

1.02 REFERENCES

- A. Miami-Dade County Traffic Signals and Signs Division's Qualified Product List (TSSQPL)
- B. FDOT Approved Product List (APL)
- C. American Society for Testing and Materials (ASTM)
- D. American Nation Standards Institute (ANSI)
- E. National Electric Code (NEC)
- F. National Electrical Safety Code (NESC)

PART 2 PRODUCTS

2.01 MATERIALS

- A. Conduit.
 1. Use materials that have been tested and listed by a Nationally Recognized Testing Laboratory to the following industry standards:
 - a. Schedule 40 and 80 Polyvinyl Chloride (PVC)¹ UL 651
 - b. Fiberglass Reinforced Epoxy² UL 2420
 - c. Rigid Galvanized Metal^{3,4} UL 6
 - d. Rigid Aluminum⁴ UL 6A
 - e. PVC Coated Intermediate Metal⁴ ASTM: A135/A135M, ASTM A513, ASTM A568/A568M; NEMA RN1-2005
 - f. Liquid Tight Flexible Metal UL 360
 - g. HDPE SDR 9-11⁵ ASTM F2160
 - h. HDPE SDR 13.5⁵ ASTM F2160, NEMA TC-7
 - i. Schedule 40 and 80 HDPE UL 651A

¹Use conduit with solvent weld slip-fit plastic couplings unless approved by the Engineer.

²Use conduit having a minimum stiffness value of 250. Ensure that each section has a duct bell with an integral gasket on one end and a duct spigot on the other end.

³Use conduit that is hot-dipped galvanized with a minimum coating of 1.24 ounces per square foot on both the inside and outside of the conduit. The weight of the zinc coating shall be determined using ASTM A90.

⁴Use conduit with both ends reamed and threaded.

⁵Can be used with preassembled cable and rope-in-conduit.

B. Locate Wire

1. Ensure that locate wire is a single copper conductor with a minimum gauge of No. 12 AWG. Ensure locate wire is insulated using a 45 mil minimum thickness polyethylene sheath that is orange in color and marked to identify the manufacturer and the conductor size.

C. Locate Wire Grounding Unit

1. Ensure that locate wires are attached to a wire grounding unit (WGU) dedicated to safely dissipate high transient voltages or other foreign electrical surges induced into the designated system. Ensure the WGU conforms to the following:
 - a. Allows signals generated by locate system transmitters to pass through the protection system without going to ground.
 - b. The protection system automatically resets and passes locate system transmitter signals after the unit has been grounded to dissipate over-voltages.
 - c. Is intended for below or above grade applications. Ground the WGU to a driven rod within 10 feet of the system using a No. 6 AWG single conductor wire with green insulation. Ensure that the WGU is enclosed for protection from environmental hazards and is accessible for the connection of portable locate system transmitters.
 - d. The WGU system meets the minimum standards listed in Table 1 for surge protection:

| Table 1: Minimum Standards for Surge Protection | |
|---|---|
| Surge Element | 3-element maximum duty fail-safe gas tube. |
| Rating | 40,000 A surge capacity (single-cycle, 8 by 20 microsecond waveform). |
| Life | Minimum 1,000 surges (1000 A to ground). |
| Fail-Safe | Integral fail-shorted device. |
| Insulation Resistance | 1,000 megohm minimum at 100 volts of direct current (VDC). |
| Clamp Voltages | <ol style="list-style-type: none"> a. Impulse at 100 volts per microsecond: Typically 500 volts. b. Direct Current: 300 to 500 volts. |

D. Warning Tape

1. Ensure that the buried cable warning tape is flexible, elastic material 3 inches wide, 6 mil thick, intended for burial and use as an underground utility warning notice, and that the surface of the warning tape is coated and sealed to prevent deterioration caused by harsh soil elements. Ensure that the warning tape color follows the American Public Works Association color code for underground utilities and has the repeating message "CAUTION: MDC TRAFFIC CABLE," or other wording approved by the Engineer, permanently printed on its surface. Ensure that the tape material and ink colors do not change when exposed to acids, alkalis, and other destructive chemical variances commonly found in Florida soils.

E. Route Markers

1. Route markers may be either a standard route marker (SRM) type or an electronic route marker (ERM) type. Ensure the SRM is a rigid, tubular, driven post used for location and notification purposes only. Ensure the ERM is physically identical to the SRM, but also includes a termination board to provide aboveground access to locate wire buried alongside conduit and cable runs.
2. Ensure that each SRM is labeled and identified as a MDC Traffic fiber optic cable marker unless otherwise shown in the Plans. The labels must include the County's logo, contact information for the DTPW TSS Division, and a telephone number to call prior to any excavation in the area. Ensure that the identification information is permanently imprinted on the top fitting, and will not peel, fade, or deteriorate.

F. Standard Route Marker (SRM)

1. Ensure that SRM posts are white with an orange top fitting cover with black or white lettering and graphics. Ensure that the SRM is a tubular configuration, and both the marker post and the top fitting are made from virgin Type 111 HDPE. Ensure that any fasteners used with the SRM are constructed of stainless steel.
2. Ensure that all SRMs have a minimum outside diameter of 3.5 inches with a minimum wall thickness of 0.125 inches. Ensure that the top fitting cover is a minimum of 1.5 feet long and has an outside diameter of 3.75 inches with a minimum wall thickness of 0.125 inches. Ensure that each SRM provides a tensile strength of 4,200 pounds per square inch as required in ASTM D638. Ensure that each SRM is manufactured for use in temperatures range of minus 30° to 165°F in accordance with NEMA TS 2.
3. Ensure the SRM can withstand an impact force of 70 pounds per foot at 32°F in accordance with ASTM D2444, before and after UV conditioning for 2,000 hours in accordance with ASTM G154. Ensure that the control sample of any material tested maintains a minimum of 70 percent of its original tensile strength.
4. Ensure that SRMs installed at the minimum 2 foot depth can withstand at least one impact at 45 miles per hour by a vehicle weighing at least 3,500 pounds and that after impact, post returns to an upright position within 10 degrees of vertical alignment within 30 seconds from the time of impact.

G. Electronic Route Marker (ERM)

1. Ensure ERMs meet the same material and performance requirements as the SRMs with the following exceptions.
 - a. Equip each ERM with a removable, top-fitting cover that is black with white lettering.
 - b. Ensure that each ERM contains a terminal board equipped with locate wire and ground connectors.
 - c. Ensure that the terminal board is made from corrosion-resistant materials and includes terminal facilities labeled according to function and provides uniform spacing between connection points.

PART 3 EXECUTION

3.01 INSTALLATION

A. Conduit Installation Requirements

1. Install the conduit in accordance with NEC or National Electrical Safety Code (NESC) requirements and the Design Standards. Consider the locations of conduit as shown in the Plans as approximate. Construct conduit runs as straight as possible, and obtain 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. Mark the location of the conduit system with route markers as shown in the Plans and approved by Engineer. Ensure that all route markers used are new and consistent in appearance.
2. For conduit installed by directional bore, install in accordance with FDOT Specification Section 555. For conduit installed by jack and bore, install in accordance with FDOT Specification Section 556.
3. Use only rigid galvanized metal conduit, or rigid aluminum conduit for above-ground and underground electrical power service installations. Meet the requirements of FDOT Specification Section 562 for coating all field cut and threaded galvanized pipe.
4. Use Schedule 80 PVC or fiberglass reinforced epoxy conduit in structural elements in or on bridge decks.
5. Use HDPE with an SDR number less than or equal to 11, Schedule 80 PVC or Schedule 40 PVC for underground installations in earth or concrete for ITS and traffic control signal applications, except, use only HDPE with an SDR number less than or equal to 11 for blown fiber optic cable installations on limited access facilities.
6. Use HDPE with an SDR number less than or equal to 13.5, Schedule 80 PVC, or Schedule 40 PVC for underground installations of electrical conduit in earth for lighting applications and landscape irrigation applications.
7. Use HDPE with an SDR number less than or equal to 13.5, Schedule 80 PVC, Schedule 40 PVC, or rigid galvanized metal for underground installations of electrical conduit in concrete for lighting applications.
8. Do not place more than the equivalent of three quarter bends or 270 degrees of bends, including the termination bends, between the two points of termination in the conduit, without a pull box. Obtain Engineer's approval to use corrugated flexible conduits for short runs of 6 feet or less.
9. When a conduit installation changes from underground to above-ground, make the change a minimum of 6 inches below finished grade.
10. Install a No. 12 AWG pull wire or polypropylene cord inside the full length of all conduits. Ensure that a minimum of 24 inches of pull wire/cord is accessible at each conduit termination.
11. Ensure the conduit includes all required fittings and incidentals necessary to construct a complete installation.
12. When earth backfill and tamping is required, place backfill material as per FDOT Section 120 in layers approximately 12 inches thick, and tamp each layer to a density equal to or greater than the adjacent soil.
13. When backfilling trenches in existing pavement, use a flowable fill meeting the requirements of FDOT Specification Section 121.
14. Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets NESC requirements.
15. 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.

B. Fiber Optic Cable Conduit

1. Install the conduit system so the fiber optic cable maintains a minimum bend radius of 20 times the cable diameter. Use approved methods for connecting inner duct or conduit within or between plowed portions, trenched portions, and bored portions. Submit the conduit manufacturer's coupling method and material to Engineer for approval.

C. Conduit Sizes

1. Size the conduit to be used on all installations, unless otherwise shown in the Contract Documents. Use conduit of sufficient size to allow the conductor to be installed without any damage and meeting NEC requirements. Use conduit that is at least 2 inches in diameter, with the following exceptions:
 - a. For conduit protecting the ground wire on the side of a pole, use conduit that is at least 1/2 inch in diameter.
 - b. For ITS applications where Contractor chooses to install fiber optic cable by blowing, use conduit that is at least 1-1/4 inch in diameter.
 - c. For traffic control signal and device electrical service conduit, use the minimum conduit size required by the Department and the electrical service provider.
 - d. Where larger size conduits are required by the Miami-Dade County Traffic Control Equipment Standards and Specifications.

D. Conduit Joints

1. Make conduit joints using materials as specified by the manufacturer. When conduit crosses an expansion joint of a structure and where shown in the Plans, install an expansion or expansion/deflection fitting as specified by the manufacturer. Certify that expansion/deflection fittings are rated to accommodate a minimum rotation of 30 degrees and that both the expansion and expansion/deflection fittings are rated to accommodate the anticipated longitudinal movement (minimum of 2 inches for deflection fittings and 0.7 inches for expansion/deflection fittings). Ensure that all installed joints are waterproof. As an exception to the threaded coupling for intermediate metal conduit, at locations where it is not possible to screw the threaded coupling properly, Contractor may use a waterproof slip-joint coupling approved by Engineer. Secure the joint, and tighten threaded connections.
2. Prior to insertion into the coupling, clean, prime and coat the ends of PVC conduit with solvent-type cement as specified by the manufacturer.

E. PVC Coating

1. Apply PVC coating to exposed metal surfaces of the conduit, except for the threads, to attain a nominal thickness of 40 mils. Ensure that the coating is free of sags and drips.
 - a. Attach the coupling to the conduit prior to the application of the coating for conduit of 1 inch diameter or less.
 - b. Use a coupling with sleeve extensions on conduit larger than 1 inch. Ensure that the sleeve extensions on all threaded female openings have a length equal to the diameter of the conduit up to and including size number 53.

F. Conduit Terminations

1. Fit the terminating ends of all metal conduit and metal conduit sleeves with an appropriate bushing.

2. For conduit to be encased in concrete, wrap with tape or otherwise protect all terminations to prevent the entrance of concrete.
3. Connect new underground conduits to existing underground conduits with a pull box.
4. Install conduit terminating in a concrete strain pole through the cable entry hole and up the center of the pole to a location approximately 6 inches below the handhole.
5. Seal conduits terminating in a controller base, pole, pull box, junction box, or pedestal base with a moisture resistant sealant approved by Engineer.
6. For a controller base, pole or pedestal base, and junction boxes, terminate conduit runs into the center of the base or box at least 2 inches above the surface of the base.

G. Restoration of Trench Areas

1. Restore the conduit trench construction area to an acceptable condition. Such work includes repair or replacement of all pavement areas, sidewalks, driveways, curbs, structures, landscaping, grass areas (including removal of excavated materials and spoils), removal and disposal of drilling fluids, and backfilling areas disturbed by the conduit installation.

H. Above Ground Installation

1. Use conduit designed and manufactured for use in long-term above-ground applications with UV stabilization to prevent material deterioration. 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 when installing intermediate metal conduit, fiberglass reinforced epoxy conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit above ground.
2. Use the same PVC coating for the metal straps as the conduit, when using PVC coated intermediate metal conduit.

I. Elbows

1. The radius of curvature of the centerline of any bend shall not be less than shown below:

| Size | Standard Radius |
|--------------|-----------------|
| 1/2 inch | 4 inches |
| 3/4 inch | 4-1/2 inches |
| 1 inch | 5-1/2 inches |
| 1-1/4 inches | 7-1/4 inches |
| 1-1/2 inches | 8-1/4 inches |
| 2 inches | 9-1/2 inches |
| 2-1/2 inches | 10-1/2 inches |
| 3 inches | 13 inches |
| 3-1/2 inches | 15 inches |
| 4 inches | 16 inches |

| Size | Standard Radius |
|----------|-----------------|
| 5 inches | 24 inches |
| 6 inches | 30 inches |

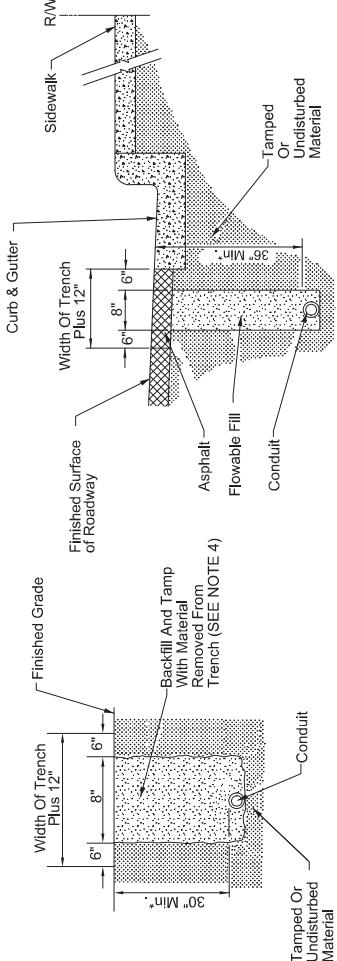
J. Fiber Optic Cable Locate Wire

1. Install locate wire in the trench or bore with all underground conduits to provide end-to-end electrical continuity for electronically locating the underground conduit system. Bury locate wire along the centerline of the top outer surface of installed conduit. Do not install locate wire in a conduit with fiber optic cable.
2. Do not run locate wires into field cabinets. Terminate locate wires at the first and last pull boxes in the conduit run or as shown in the Plans. Ensure that wire termination occurs in a pull box as shown in the Miami-Dade Conduit Installation Details (N.T.S.).
3. In a trenching operation, install the locate wire no more than 3 inches above the conduit. Ensure that the locate wire enters all pull and splice boxes, and that a minimum of 10 feet of slack locate wire is coiled and neatly stored in each box.
4. In a boring operation, install the locate wire in an encasement, install the conduit detection wire external to the conduit with no separation between conduit and wire, or use conduit with integral locate wire. Locate wire may also be placed in the void between the inner wall of conduit and innerducts contained within the conduit as long as no other cables are present within the void.
5. Perform continuity tests and insulation resistance tests on all locate wires and provide Engineer with all test results. Replace, or repair defective locate wire at no additional cost.
6. Make locate wire splices in a flush grade-level box. Ensure that locate wire splices are waterproof and suitable for direct burial. Ensure that locate wire splices at the pull box meet NEC requirements. Ensure that locate wire splices are constructed of and in the following order: a mechanical crimp connection with a butt sleeve, an oxide-preventing aerosol lacquer, mastic electrical splicing tape, and standard electrical tape. At the completion of the installation, provide Engineer with as-built drawings that document all splice locations.
7. Install WGU's in pull boxes and splice boxes as shown in the Plans or directed by the Engineer. Mount the device in a location high enough from the bottom of the box to allow access to terminal facilities without disturbing cables present within the box. Terminate the locate wires and connect the WGU to ground in accordance with the manufacturer's instructions.
8. Test the locate wire system after installation to ensure that it functions and can be used to accurately locate the conduit system.

K. Route Markers

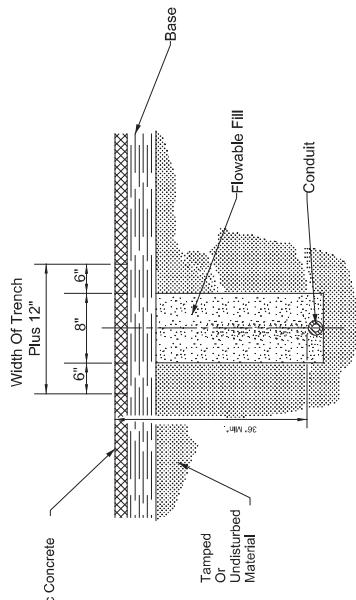
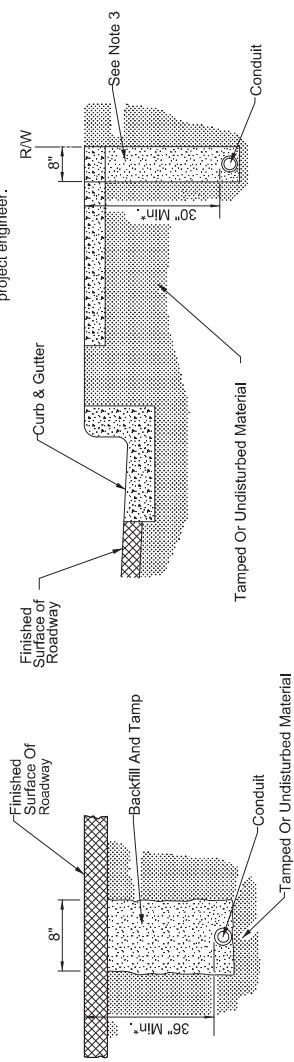
1. Install route markers for fiber optic cable installations as detailed in FDOT Specification Section 630-3.10.

END OF SECTION 630



Notes:

1. Sidewalk patches to match existing joints.
2. Entire sidewalk slab must be replaced when specified in the plans.
3. Backfill and tamp with material from trench except at driveways. At driveways, backfill a length of trench within the driveway entirely with Flowable Fill.
4. Remove and replace additional pavement within 6" of trench.



Notes:

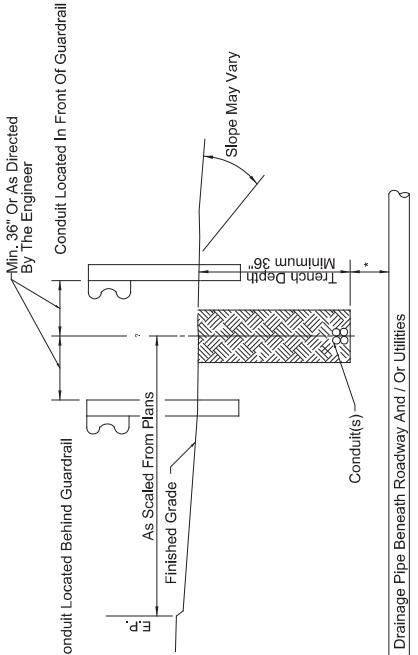
1. Trench not to be open more than 250' at a time when conduit area is subject to vehicular or pedestrian traffic.
2. Asphalt to be sawcut to leave neat lines at the pavement cut.

FOR USE IN ASPHALT ROADWAY ADJACENT TO GUTTER WHEN PLACEMENT OUTSIDE OF THE PAVEMENT IS NOT FEASIBLE.

FIGURE C

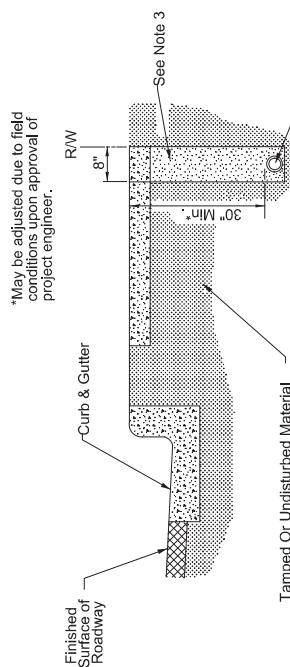
Notes:

1. Rigid conduit must be used when jacking under existing pavement at 36" minimum depth.
2. Asphalt to be sawcut at the edges of the trench.



FOR USE IN INSTALLING CONDUIT UNDER SIDEWALK

FIGURE E



FOR USE IN INSTALLING CONDUIT UNDER SIDEWALK

FIGURE F

FOR USE IN INSTALLING CONDUIT UNDER SIDEWALK

FIGURE F

| CONDUIT INSTALLATION DETAILS (N.T.S.) | | | | SHEET |
|---------------------------------------|-------------|--|------------|---|
| MAINTENANCE REGION | DESCRIPTION | TRAFFIC CONTROL EQUIPMENT STANDARDS AND SPECIFICATIONS | MIAMI DADE | DTPW TRAFFIC SIGNALS AND SIGNS DIVISION 700 NW 35TH STREET MIAMI, FLORIDA 33166 305.592.5580 |

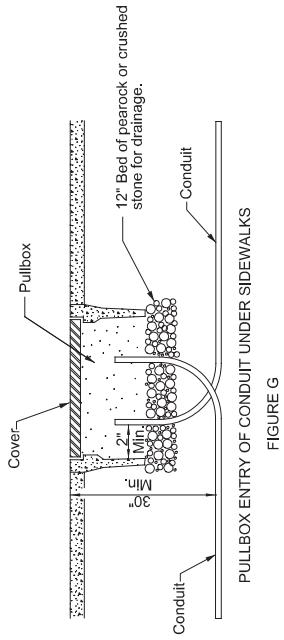


FIGURE G

Note:
Ends of conduit shall be sealed in accordance with Section 630 of the FDOT Standard Specifications for Road and Bridge Construction, and the Miami-Dade County Facility Control Equipment Standards and Specifications.

FIGURE G

Note:
Ends of conduit shall be sealed in accordance with Section 630 of the FDOT Standard Specifications for Road and Bridge Construction, and the Miami-Dade County Facility Control Equipment Standards and Specifications.

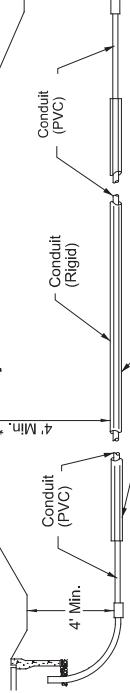
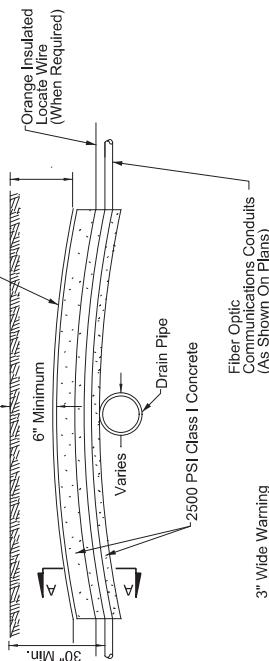
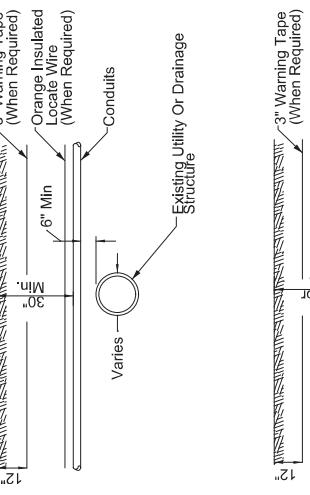


FIGURE I
FOR USE UNDER RAILROADS



SECTION A



CONDUIT INSTALLATION DETAILS

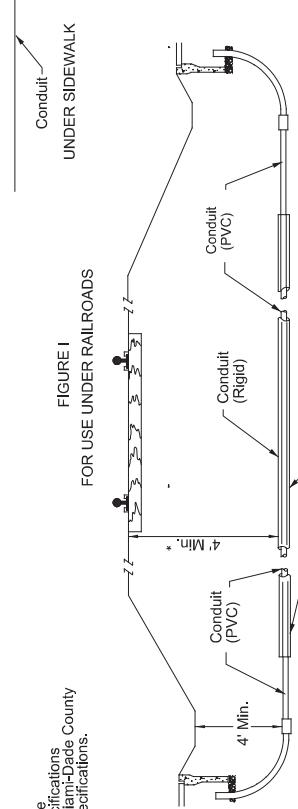
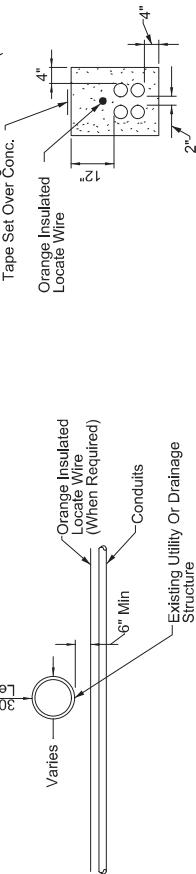
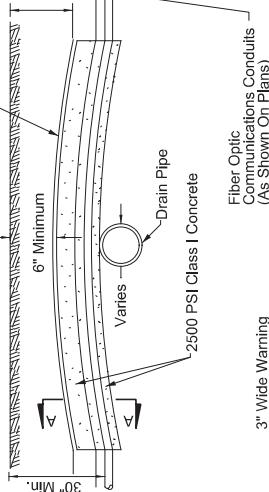
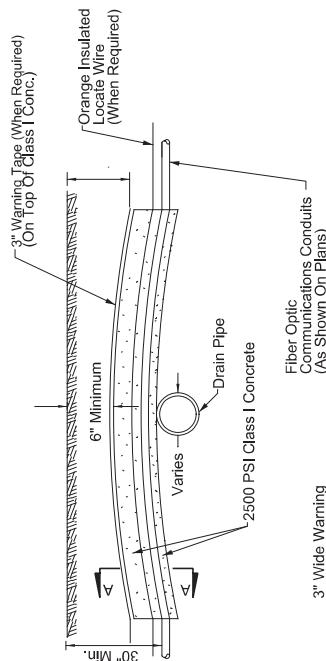


FIGURE I
FOR USE UNDER RAILROADS



SECTION A



SECTION V COMMUNICATIVE DETAILS

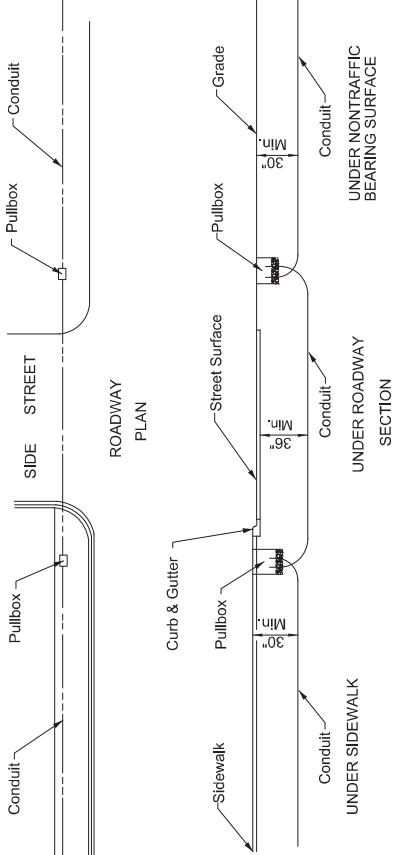
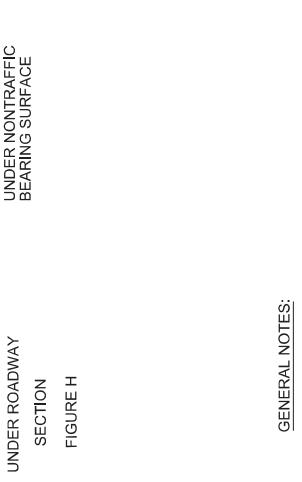


FIGURE H



MEET THE REQUIREMENTS

TRACTION CONTROL EQUIPMENT STANDARDS AND SPECIFICATIONS SECTION 630 (CONDUIT).

2. THE CONTRACTOR, WITH APPROVAL FROM THE ENGINEER, MAY ADJUST THE FINAL BURIAL DEPTH OF THE CONDUITS IN ORDER TO TRANSVERSE NONMOVABLE OBJECT CONFLICTS.
3. BACKFILL WITH EXCAVATED MATERIAL AND COMPACT THE SOIL UNTIL FIRM AND UNYIELDING. REMOVE ROCK AND DEBRIS FROM BACKFILL MATERIAL.
4. WHERE CONDUITS ARE TO BE INSTALLED OVER EXISTING UNDERGROUND STRUCTURES (E.G. DRAIN PIPES OR UTILITY LINES) WHICH ARE LESS THAN 30' DEEP, THE CONTRACTOR SHALL ENCASE THE CONDUIT IN 2500 PSI CLASS I CONCRETE FOR THE ENTIRE LENGTH OF CONDUIT THAT IS INSTALLED AT A DEPTH OF LESS THAN 30'.
5. IF THE 6' OF COVER OVER THE ENCASEMENT IS LESS THAN 6', THE CONTRACTOR SHALL INSTALL THE CONDUIT TO PASS BELOW THE UNDERGROUND STRUCTURES (E.G. DRAIN PIPES).

| DESCRIPTION | | DTPW TRAFFIC SIGNALS AND SIGNS DIVISION | | CONDUIT INSTALLATION DETAILS (N.T.S.) | | SHEET NO. 2 of 2 |
|--------------------|---|---|--|--|------------------------------|---------------------|
| LATEST REVISION | TRAFFIC CONTROL EQUIPMENT STANDARDS AND SPECIFICATIONS | MIAMI-DADE | 100 NW 36TH STREET MIAMI, FLORIDA 33166 305.592.3580 | NAME TRAVIS BREWER NAHMI FERNANDEZ APPROVED BY FRANK ALBA, E.E. | DATE 02-09-16 03-22-17 | |
| 03/21/17 | | | | | | |

SECTION 8: ENGINEERING DRAWINGS

ENGINEERING DRAWINGS ARE PROVIDED SEPARATELY