

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



VOLUME I PROJECT MANUAL

**SUPPLEMENTAL
BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
APPENDIX**

Miami Lakes Library Branch
Exterior Improvements and Comprehensive Interior Renovations
6699 Windmill Gate Rd., Miami Lakes, Florida 33014

**C23-MDPLS-02-ML-ESP
MDPLS2000001227**

2025

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

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

**Miami Lakes Library Branch
Exterior Improvements and Comprehensive
Interior Renovations**

**C23-MDPLS-02-ML-ESP
MDPLS200001227**



BIDDING REQUIREMENTS

00100 Invitation to Bid

00200 Supplemental Instructions to Bidders



MIAMI-DADE COUNTY, FLORIDA
INVITATION TO BID
PROJECT: C23-MDPLS-02-ML ESP

BID SUBMITTAL DEADLINE:

Miami-Dade County, hereinafter known as MDC, will receive sealed bids on **July 17, 2025** on behalf of the Miami-Dade Public Library System (MDPLS) by the Office of the Clerk of the Board of County Commissioners, Stephen P. Clark Center, Room 17-202, 111 NW 1st Street, Miami, FL 3312, until 2:00 p.m., Local Time, or as modified by addendum for the Construction Services for the **EXTERIOR IMPROVEMENTS AND COMPREHENSIVE INTERIOR RENOVATIONS OF THE MIAMI LAKES BRANCH LIBRARY, Project No.: C23-MDPLS-02-ML-ESP/Contract No. MDPLS-2000001227**. Request information via email to: Cga@mdpls.org copy the Clerk of the Board at clerkbcc@miamidade.gov.

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

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

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

PROJECT ESTIMATE(S): Contract Base: **\$ 7,051,009.38**

CALENDAR DAYS: 548

PROJECT LOCATION:

6699 Windmill Gate Road, Miami Lakes, Florida 33014

PRE-BID MEETING: (IN PERSON)

A Pre-Bid Meeting is scheduled for **June 11, 2025 @ 11:00 AM at the Miami Lakes Branch Library**. The Pre-Bid meeting and site visit are MANDATORY. **Please be advised that the bid documents will be available on 11-JUN-2025.**

Address: 6699 Windmill Gate Road, Miami Lakes, Florida 33014

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

LICENSE REQUIREMENTS:

PRIMARY: Certified General Contractor

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

EXPERIENCE REQUIREMENTS:

Miami-Dade Public Library System is requesting that the General Contractor at a minimum, through full-time personnel, have experience within the last five (5) years in successfully completing new multi-story construction of commercial or public buildings using sustainable materials and methods, coordinating electrical and low voltage infrastructure and that they can demonstrate experience delivering high quality, durable interior finishes, and fixtures. They must be fully insured and bonded for the project which is estimated at \$7,051,009.38. It is preferred that the team members also have the following:

- Experience within the last seven (7) years with building new or renovating public libraries.
- Experience with library technologies including high-speed wi-fi internet, low voltage wiring, all-in-one audio-visual presentation systems, and integrated automated building control systems.
- LEED building certified professionals on staff and experience constructing at least 1 LEED certified building within the last seven (7) years.

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

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

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

Construction Documents prepared by ELM ARCH for the Library. The work consists of, but is not limited to furnishing all supervision, labor, materials, equipment, tools, services, and incidentals necessary for the construction services for the addition of a new building structure of approximate 5,000 square feet, removing all the interior finishes, devices, accessories, relocating and reconfiguring the space with new partitions, removing and replacing plumbing fixtures with water efficient fixtures, new fire alarm devices, a new lighting control system that integrates with the existing BMS system, new electrical and energy efficient lighting fixtures and equipment, and new HVAC equipment and accessories, all new data conduit and/or wiring and new electrical outlets, adding a new Children's Room area and YOUmedia Miami technology space, new multipurpose room, new study and collaboration rooms, new public restrooms in the Children's Room and updated existing public restrooms with new finishes and low-flow fixtures, new desktop computers and Surface Pro laptops for public use, wireless upgrade to Wi-Fi 6 for faster connectivity, new telecom infrastructure and data wiring throughout the branch, new acoustical ceilings throughout the building, installing conduit, backer boxes and the like for future security and upgrading all finishes (i.e. ceilings, paint, flooring, accessories, fixtures, etc.) throughout the library.

The exterior improvements include, but are not limited to the addition of approximately 5,000 square feet to the existing facility, a new energy-efficient "cool roof", new impact-resistant windows and doors, improved exterior façade, new courtyard seating area with new furniture and trellis, new pedestrian walkway connecting to new reading garden and reading park, new landscaping with native planting and new water-conserving irrigation system, new bike racks, re-asphalting of the parking lot, new addition of electric vehicle (EV) charging stations, new drive-up Wi-Fi coverage available in the entire parking lot.

The selected Contractor shall be responsible for completing the project in accordance with the complete contract

construction documents and specifications as necessary to obtain all approvals by any/all authorities having jurisdiction over the project, including but not limited to the Town of Miami Lakes and all Miami-Dade County or other permitting agencies. The project must be constructed to meet or exceed applicable building codes, Town of Miami Lakes Ordinances, and work with modern technological standards for library facilities. Contractor will facilitate the project in an efficient and cooperative manner with MDPLS and MDPLS' design professionals.

The Contractor will provide construction services through the completion of the project and include systems commissioning and warranty/close out periods. The required work will result in a complete fully functional and operational Branch Library facility with all new interior spaces and exterior upgrades that will serve the public safely, in a modern, clean, and efficient manner while allowing for the use of modern library technologies throughout the building and site. All books and furniture will be removed by MDPLS. However, any furniture left inside the existing building the contractor will be responsible for removing and disposing of it accordingly. All costs associated with this work are part of the contract.

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

BID DOCUMENTS:

To receive the bid documents, contact Malka Rodriguez at Cga@mdpls.org. The Bid Documents must be requested directly from the Library Department, or your bid may be deemed non-responsive.

Bid Documents will be available on: **June 11, 2025**

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

BONDS (BID, PERFORMANCE AND PAYMENT):

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

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

REQUEST FOR CLARIFICATION/INFORMATION:

All Requests for Information (RFI) must be submitted electronically, in word format, by **July 9, 2025** to Cga@mdpls.org and a copy filed with the Clerk of the Board at clerkbcc@miamidade.gov. **NO PHONE CALLS WILL BE ACCEPTED.** Verbal statements made by the County or the Owner's Representative that are not contained in the contract documents or addendum to the contract are not binding on the County and should not form any basis for a bidder's response to a contract.

NON-COLLUSION AFFIDAVIT:

Pursuant to Section 10-33.02.1 of the Miami-Dade County Code, bidders on County construction contracts are requested to complete and submit the Non-Collusion Affidavit form included with the Bid Documents. Any person or entity that fails to submit the required affidavit in accordance with the aforementioned Code shall

be ineligible for the contract award. Failure to provide a Non-Collusion Affidavit within five (5) days from notification of intent to award may be cause for the Contractor to be deemed non-responsive and forfeit their bid/proposal bond.

CONE OF SILENCE:

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

DISCLOSURES:

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

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

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

MIAMI-DADE COUNTY DEBARMENT AFFIDAVIT:

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

SUSTAINABLE BUILDINGS PROGRAM:

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

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

- A. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher-level rating under the LEED-NC Rating System.

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

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

LIQUIDATED DAMAGES:

\$1,293.74 per day until Certificate of Acceptance for Substantial Completion or after Acceptance for Substantial Completion until Final Acceptance.

IG FEES:

Pursuant to Miami-Dade County Code Section 2-1076 - Office of the Inspector General (IG) Fees apply.

ADDITIONAL FUNDING:

This project is sponsored in part by the State of Florida, Department of Emergency Management #4337-473-R and the State of Florida, Department of State Library Construction grant # 24PLC-10.

MIAMI-DADE PUBLIC LIBRARY SYSTEM

INSTRUCTIONS TO BIDDERS

1. QUALIFICATIONS OF BIDDERS

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

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

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

2. AVAILABILITY OF DOCUMENTS

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

3. EXAMINATION

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

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

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

4. COMMUNICATION WITH COUNTY DURING BIDDING

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

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

5. PROTESTS

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

6. PREPARATION OF BID

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

- B. Bid Form:

The Bid Form must be completed as follows:

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

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

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

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

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

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

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

2. NOT USED.
 3. Criminal Record Affidavit - 00454: The Bidder/Proposer shall comply with Miami-Dade County Ordinance No. 94-34, which requires any individual, corporation, partnership, joint venture or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten years to disclose this information prior to entering into a contract with or receiving funding from the County.
 4. NOT USED
 5. NOT USED
 6. Contractor Debarment – Section 10-38 of the Code of Miami-Dade County.
 7. NOT USED
 8. NOT USED
 9. NOT USED
 10. Listing of Subcontractors and Suppliers (Fair Subcontracting Practices) - 00466: In accordance with Ordinance No. 00-30 (amending Ordinance No. 97-104), all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall be submitted electronically upon request through BMWS, listing all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or respondent and describes the materials to be supplied. It shall be a condition of award for the successful bidder to provide such a listing.
 - a. Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first-tier subcontractors and direct suppliers.
 11. Lobbyist Registration for Oral Presentation Affidavit (If applicable) - 00469: For purposes of this section, "Bidder" shall mean principal, as defined in section 2-
- Contract No. C23-MDPLS-02-ML-ESP 00200 – Page 14 of 25

11.1(s)(1)(b) of the Code of Miami-Dade County. Bidder must furnish a completed and executed form titled: "Affidavit of Bidder regarding Miami-Dade County Lobbyist Registration for Oral Presentation." The affidavit will be signed by the Bidder or the Bidder's representative and shall state that the lobbyist is authorized to represent the Bidder.

12. Commission On Ethics and Public Trust "Lobbyist Rules": The Commission on Ethics and Public Trust promulgated a set of "Lobbyist Rules" implementing the MDC Conflict of Interest and Code of Ethics Ordinance. The Lobbyist Rules may be obtained from MDC at the bidder's request.
13. Public Entity Crimes Statement - 00470: Bidder must furnish a completed and executed form entitled: Sworn Statement under Section 287.133(3)(a), Florida Statutes on Public Entity Crimes. Failure of the Bidder to properly complete and submit this form with the Bid Documents may render the Bid as non-responsive and subject to rejection.

F. Other Bid Requirements:

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

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

to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

- d. The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.
- e. The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

5. NOT USED

- 6. Clearing House for Posting Notice of Job Opportunities: The Contractor is hereby advised of Resolution No. R-937-98, R-1145-99, and R-1395-05 as amended, Clearing House for Posting Notice of Job Opportunities Resulting from the Construction of Improvements on County Property. Contractors with job openings must complete a Notice of Job Opening form <https://iapps.careersourcesfl.com/jchcwp/joborderrequest.aspx> and submit to the Small Business Development (SBD) Division of Regulatory and Economic Resources Department (RER) for posting. The job vacancy notices should be delivered within ten (10) working days following the award of contract. The Director of the Department of Business Development will in turn distribute said job announcements to all Miami- Dade County facilities participating in the notification requirements of Resolution No. **R-1145-99**.

7. NOT USED

- 8. Local Preference: Ordinance No. 01-21, 04-27, and 04-190 as amending Section 2-8.5 of the Code of Miami-Dade County. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within ten percent of the price submitted by the non-local business, then that non-local business and each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, the contract award shall be

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

9. Fair Wage Affidavit – Not applicable.
10. NOT USED
11. Prohibition of Contracting With The County While In Arrears Affidavit - 00476: Pursuant to (Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30) and (Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67). The bidder shall verify the following by affidavit.
 - a. The bidder has paid all delinquent and currently due fees or taxes (- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above bidder, have been paid.
 - b. The bidder is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the bidder has a controlling financial interest for purposes hereof, the term “enforcement threshold” means any arrearage under any individual contract, non-appealable judgment, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term “controlling financial interest” means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.
12. False Claims Ordinance: The Contractor shall comply with all procedures contained in the **FALSE CLAIMS** Ordinance MDC Code Article XV Sections 21-255 through 21- 266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
13. Domestic Leave Ordinance: In accordance with Resolution R-185-00, prior to entering into a contract with the County, the Contractor shall, as a condition of award, comply with the **DOMESTIC LEAVE ORDINANCE**, MDC Code Chapter 11A Article VIII. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with requirements of R-185-00 as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

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

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

G. New Vendor Registration:

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

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

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

3. For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 19th 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
4. Collusion Affidavit: Pursuant to the Code of Miami-Dade County Section 2-8.1.1, 10-33.1 and Ordinance No. 08-113. Failure to provide a Collusion Affidavit prior to the recommendation of the award has been filed with the Clerk of the Board may be cause for the Contractor to forfeit their bid/proposal bond.

7. BID SECURITY

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

8. RECEIPT AND OPENING OF BIDS

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

9. WITHDRAWAL OF BIDS

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

10. DISQUALIFICATION

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

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

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

12. EVALUATION OF BIDS

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

13. EXECUTION OF CONTRACT

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

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

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

14. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

Miami Lakes Library Branch

C23-MDPLS-02-ML-ESP



FORMS REQUIRED WITH BID SUBMITTAL

- COA ☐ Certificate of Assurance
- 00410 ☐ Bid Form
- 00412 ☐ Mandatory On-Site Inspection / Visit Statement
- 00413 ☐ Acknowledgement of Addenda
- 00432 ☐ Corporate Principal Certification
- 00434 ☐ Bond Certification
- 00438 ☐ Local Preference
- 00450 ☐ Bidder's Statement of Qualifications and Business References
- 00466 ☐ Statement of Policies and Procedures for Awarding Subcontractors
- 00470 ☐ Sworn Statement Under Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 00480 ☐ Non - Collusion Affidavit
- 00481 ☐ Human Trafficking Affidavit



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

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

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

Project No.: _____ Project Title: _____

Name of Bidder/Proposer: _____ FEIN _____

Address: _____ City _____ State _____ ZIP _____

Phone Number: _____ Email address: _____

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

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

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

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

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

SWORN TO and subscribed before me this _____ day of _____, 20____

Signature of Owner

Signature of Notary Public-State of Florida

My Commission Expires:

BID FORM**Base Bid****Project Name: Miami Lakes Library Branch****Project No.: C23-MDPLS-02-ML-ESP**

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

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

10A	Interior Signage and Way Finding (Design-Build Component)	LS	1	\$
11	Equipment and Appliances	LS	1	\$
12	Furnishings	LS	1	\$
13	Special Construction	LS	1	\$
14	Fire Suppression Systems	LS	1	\$
14A	Plumbing	LS	1	\$
14B	Fire Alarm	LS	1	\$
15	HVAC	LS	1	\$
16	Electrical	LS	1	\$
20	Communications - Project Integrator (Design- Build Component)	LS	1	\$
20A	Low Voltage (Design-Build Component)	LS	1	\$
20B	Audio Visual (Design-Build Component)	LS	1	\$
20C	Burglar Alarm (Design-Build Component)	LS	1	\$
21	Exterior improvements	LS	1	\$
21A	EV Charger equipment (6 dual units and 1 single unit)			
22	Overhead and Profit	LS	1	\$

BASE BID TOTAL \$ _____

Continues on next page.

RPQ BID FORM**Total Bid Price****Project Name:** Miami Lakes Library**Project No.:** C23-MDPLS-02-ML-ESP**Price Proposal** (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

Item No.	Description	
1	Base Bid: Lump Sum: Furnish the cost of the bonds, all labor, equipment and material required to perform the work specified in the Scope of Work as per the construction documents, the sum of: _____ _____	Base Bid: \$ _____
2	Contingency Allowance: has been established for the exclusive use of the Miami-Dade Public Library System (MDPLS) for the purpose of funding portions of the work which are unforeseeable at the time of the contract award. It is understood that any unspent portion of an allowance account is to remain with the COUNTY)	Contingency Allowance: 10% of the Base Bid \$ _____
3	Dedicated Allowance: Costs for all required permits, and testing shall be paid for out of this fund. For unforeseen conditions in (Permitting, Plan Revisions, Laboratory Soil/Materials Services, for construction changes and for quantity adjustments, if ordered by the OWNER, the sum of: It is understood that any unspent portion of an allowance account is to remain with the COUNTY)	Dedicated Allowance: \$25,000.00
	TOTAL BID PRICE (Sum of Base Bid, Contingency Allowance, and Dedicated Allowance)	\$ _____

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

Bidder's Company Name: _____ Bidder's FEIN No: _____

Company Address: _____ City: _____ State/Zip Code ____/____

Telephone No.: _____ Fax No.: _____ E-Mail: _____

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

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

Name of Person Submitting Quote (Print): _____

Signature: _____ Date: _____

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

Note: Quotes must be submitted on this form to MDC Clerk Office, in person to SPCC 111 NW 1st street 17th floor. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. All Bidder's will receive results. The Recommendation for Award will identify requirements to submit current copies of insurance certificates in accordance with the Contract Documents; the user Dept. will forward all Ins. Certificates to ISD for review.

END OF FORM

MANDATORY ON-SITE PREBID MEETING/INSPECTION/VISIT STATEMENT

Contract No.: C23-MDPLS-02-ML-ESP

Project Name: Miami Lakes Library Branch

Bid To: Miami-Dade Public Library System

Bid From: _____

(Name of Contractor)
(Individual)

Pursuant to and in compliance with the subject Project, and other documents related thereto, and subject to all conditions thereof, the undersigned hereby certifies that prior to tendering this bid, representatives for _____ participated in the mandatory pre-bid meeting and visited the site on which the subject Project scope of work shall take place to become familiar with the general, local, and site conditions, and the manner in which such site conditions may affect the work to be done and/or affects the equipment, material, labor and services required.

Printed Name and Title: _____

Signature of Person Authorized to Submit Bid: _____

Date: _____

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

Notary Name: _____

(Notary Public)

Date: _____

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Contract No.: **C23-MDPLS-02-ML-ESP**

Project Name: **Miami Lakes Library Branch -Exterior Improvements and Comprehensive Interior Renovations - C23-MDPLS-02-ML-ESP**

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

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: _____

CORPORATE PRINCIPAL CERTIFICATION

Project No. C23-MDPLS-02-ML-ESPMDPLS Project Name: Miami Lakes Library Branch

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

Signature: _____
(Corporate Seal)

State of _____)
 _____) SS
 County of _____)

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by _____ having the title of _____ with
 _____,
☐ a _____ corporation ☐ a partnership ☐ a joint venture, on behalf of the
☐ corporation ☐ partnership ☐ joint venture.

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

Notary Signature: _____
Type or Print Name: _____
Notary Seal: _____

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

BOND CERTIFICATION

Project No. C23-MDPLS-02-ML-ESP

Project Name: Miami Lakes Library Branch

State of _____)

) SS

County of _____)

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____.

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by _____ having the title of _____ with

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

He/She is ☐ personally known to me, or

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

Contractor Signature: _____

- Contractor Seal -

Notary Signature: _____

Type or Print Name: _____

Notary Seal: _____

State of Florida _____)

) SS

County of _____)

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

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

Surety Signature: _____

- Surety Seal -

Notary Signature: _____

Type or Print Name: _____

Notary Seal: _____

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

LOCAL PREFERENCE AFFIDAVIT

Contract No. C23-MDPLS-ML-02-ESP

Project Name: Miami Lakes Library Branch

Name of Firm _____ Contract Reference: _____

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

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

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

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

By: _____ date: _____
Telephone No. () _____

State of _____)

) SS

County of _____)

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____.

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by _____ having the title of _____
with _____,

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

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

Notary Signature: _____ Notary Seal:

Type or Print Name: _____

MIAMI-DADE PUBLIC LIBRARY SYSTEM

BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

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

NAME OF BIDDER _____

PRINCIPAL OFFICE _____
(Street Address or P. O. Number)

(City), (State) (Zip Code)

(Area Code) (Telephone Number)

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

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

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

COMPLETED PROJECTS DURING THE LAST FIVE (5) YEARS

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

7.

If any projects listed above were not completed on time. Please provide details and include if liquidated damages were assessed.
8.

Have you or your organization, or any officer or partner thereof, failed to complete a Contract?

If so, give details
9.

In what other lines of business are you financially interested?
10.

Name the persons with whom you have been associated in business as partners or business associates during the last five years.

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

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

12. List work, which you have currently underway.

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

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

NAME	ADDRESS	BUSINESS	TELEPHONE

14. Is any litigation pending against your organization? _____

If so, give details _____

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

If so, give details _____

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

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

BIDDER'S NAME: _____

DATE OF SIGNING: _____

SIGNATURE: _____ By: _____

TITLE: _____

MIAMI-DADE PUBLIC LIBRARY SYSTEM
Statement of Policies and Procedures for Awarding Subcontractors

BID PROPOSAL FOR:

FIRM NAME: _____

FAIR SUBCONTRACTING PRACTICES

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

LISTING OF SUBCONTRACTORS AND SUPPLIERS (

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

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

Name of Subcontractor

City and State

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

Name of Supplier

City and State

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

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

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

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

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

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

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

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

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

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

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

(Signature)

Date: _____

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

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

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:



NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

Solicitation No.: _____ Solicitation Title: _____

By: _____

Signature of Affiant

Date: _____ 20 ____

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Bidder/Proposer

Address of Bidder/Proposer



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

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

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

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

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

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

**Miami Lakes Library Branch
Exterior Improvements and Comprehensive Interior
Renovations**

C23-MDPLS-02-ML-ESP



FORMS UPON REQUEST / PRIOR TO AWARD

00454 Criminal Record Affidavit

00476 Prohibition of Contracting with the County while in Arrears Affidavit

00478 Affirmation of Vendor Affidavit

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

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

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

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

When the Proposer/Bidder is an individual:

By: _____
(Signature of individual)

(Print name of individual)

(Address)

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

(Printed name of firm)

By: _____
(Signature of individual)

(Printed name of individual)

(Address)

When the Proposer/Bidder is a partnership:

(Printed name of partnership)

By: _____
(Signature of partner)

(Printed name of partner)

(Address)

When the Proposer/Bidder is a corporation:

(Corporate Seal)

By:

(Printed name of corporation)

(Signature of President or Vice President and Capacity)

By:

(Printed name of President or Vice - President)

(Business address of corporation)

When the Proposer/Bidder is a Joint Venture:

By:

(Printed name of joint venture)

(Signature)

(Printed name of joint venture)

(Business address of joint venture)

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

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

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

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

and

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

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

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

By: _____, 20____
Signature of Affiant Date

Printed Name of Affiant and Title _____
Employer Identification Number

Printed Name of Firm

Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____.

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

Signature of Notary _____
Serial Number

Print or Stamp Name of Notary _____
Expiration Date

Notary Public – State of _____

Notary Seal:

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

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County See/on 2-8.1 of the county Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 07-133, 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 Workforce Certification Section 2-8.12(b) of the County Code	8. Miami-Dade County Family Leave Affidavit Article V of Chapter 11 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 Applicant	Printed Title of Affiant	Signature
_____		_____
Name of Firm		Date
_____	_____	_____
Address of Firm	State	Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

subscribed and sworn to (or affirmed) before me this _____ day of _____ 20 _____

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

Type of Identification produced _____

_____	_____	_____
Signature of Notary Public	Serial Number	
_____	_____	_____
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

5/09/2008

00478

Affirmation of Vendor Affidavit

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

**Miami Lakes Library Branch
C23-MDPLS-02-ML-ESP**



CONTRACT FORMS

00500 Construction Contract

00615 Surety Performance and Payment Bond

CONSTRUCTION CONTRACT

STATE OF FLORIDA) ss.:

COUNTY OF MIAMI-DADE

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

WITNESSETH, that the said Contractor for and in consideration of the payments hereinafter specified and agreed to be made by Miami-Dade County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor required to complete **Contract No. C23-MDPLS-02-ML-ESP, entitled Miami Lakes Library Branch**, within the time specified, in strict and entire conformity with the Contract Documents hereinafter listed, which are hereby incorporated into this Contract by reference:

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

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

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

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

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

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

(OFFICIAL SEAL)

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

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

By: _____
County Manager or Designee

Approved by County Attorney
as to Form and Legal Sufficiency _____

When Contractor is an individual:

Witness

Witness

By _____
(Signature of individual)

(Printed name of individual)

(address)

ACKNOWLEDGMENT:

STATE OF _____)ss.:

COUNTY OF _____)

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

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

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

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

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

	(Address)

ACKNOWLEDGMENT:

STATE OF _____) ss:

COUNTY OF _____)

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

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

_____ as identification.
(Type of Identification)

_____	_____
(Signature of Notary)	(Serial Number)

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

Notary Public _____
(State)

Notary Seal:

When Contractor is a partnership:

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

	(Address)

ACKNOWLEDGMENT:

STATE OF _____) ss.:

COUNTY OF _____)

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

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

_____ as identification.
(Type of Identification)

_____	_____
(Signature of Notary)	(Serial Number)

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

Notary Public _____
(State)

Notary Seal:

When Contractor is a corporation:

(CORPORATE SEAL)

(Printed name of corporation)

(Printed state of incorporation)

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

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

By: _____
(Signature of secretary or assistant secretary & capacity)

(Printed name of secretary or assistant secretary & capacity)

(Business address of corporation)

ACKNOWLEDGMENT:

STATE OF _____) ss.:

COUNTY OF _____)

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

(Type of Identification)

or has presented _____ as identification and known to

(Type of Identification)

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

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

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

_____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

=====

When Contractor is a joint venture:

(Printed name of joint venture)

(Business address of joint venture)

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

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20____, between Principal and Miami-Dade County for the construction of **Miami Lakes Library Branch** Contract No: **C23-MDPLS-02-ML-ESP** (herein after referred to as "Contract") the terms of which Contract are incorporated by reference _____ in its _____ entirety _____ into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

SURETY PERFORMANCE BOND (Cont'd)

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

CONTRACTOR:

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

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

State of Florida Insurance Commissioner must be attached) By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

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

**Miami Lakes Library Branch
C23-MDPLS-02-ML-ESP**



CONDITIONS OF THE CONTRACT

Standard Construction General Contract

00800 Supplemental General Conditions

Supplemental General Conditions - Attachment A

Supplemental General Conditions - Attachment B

Supplemental General Conditions- Attachment C

Supplemental General Conditions - Attachment D

Supplemental General Conditions - Attachment E

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

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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bid Form: The form on which Bids are submitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant: See Architect/Engineer.

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

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

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

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

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

County: See Owner.

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

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

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

Days: Unless otherwise designated, days mean calendar days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indirect Costs: Overhead.

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

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

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

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

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

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

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

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

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

<https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances>

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

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

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

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

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

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

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

Project: See definition for Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF ARTICLE

2. INTERPRETATION

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

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

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

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

END OF ARTICLE

3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE

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

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

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

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

END OF ARTICLE

4. OWNER

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

END OF ARTICLE

5. CONTRACTOR

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

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

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

END OF ARTICLE

6. SUBCONTRACTORS

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

E. Work Performed by Equipment-Rental Agreement:

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

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

G. Approval of Subcontractor:

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

END OF ARTICLE

7. PROSECUTION OF THE WORK

A. Workmanship and Unauthorized Work

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

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

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

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

B. Material

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

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

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

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

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

C. Methods of Sampling and Testing

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

D. Meetings

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

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

E. Permits and Compliance with Laws

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

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

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

F. Coordination and Access

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

G. Rights in Land and Improvements

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

H. Interference With Existing Utilities

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

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

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

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

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

J. Damage to the Work and Responsibility for Materials

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

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

K. Emergencies

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

L. Accident Prevention

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

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

M. Warranty of Work

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

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

END OF ARTICLE

8. CONTRACT TIME

A. Notice to Proceed

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

B. Schedules

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

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

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

C. Extensions of Time and Classification of Types of Delays

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

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

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

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

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

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

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

D. Substantial Completion, Final Completion and Final Acceptance

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

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

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

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

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

E. Use and Possession

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

F. Liquidated Damages and Liquidated Indirect Costs

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

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

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

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

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

END OF ARTICLE

9. PROGRESS PAYMENTS

A. Payments

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

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

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

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

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

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

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

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

B. Taxes

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

C. Tax Exempt Owner Purchase Materials

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

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

OWNER DIRECT PURCHASE PROCEDURES

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

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

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

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

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

D. Payments to Subcontractors and Suppliers

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

E. Contract Prices - Bid Form

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

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

F. Final Payment

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

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

END OF ARTICLE

10. CHANGES

A. Changes

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

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

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

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

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

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

B. Allowance Accounts

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

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

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

C. Deletion or Addition of Work

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

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

D. Not Used

E. Extra Work

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

The Work Order shall include, at a minimum:

- a. Scope of work to be added, deleted, or modified;
 - b. Cost of work to be added, deleted, or modified;
 - c. The Contract time extension required to perform the work to be added, deleted, or modified;
 - d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.
- 2) If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, the Owner and the Contractor shall negotiate an equitable adjustment to the Contract Price for the Direct Costs for the performance of such work in accordance with this article. Indirect Costs for Work ordered, changed, or deleted may be reimbursed for Excusable and Compensable Delay as defined in these Contract Documents.

- a. In order to reimburse the Contractor for additional Direct Costs, either by Work Order, Change Order or any other means, the Contractor must have additional work added to the Contract Scope of Work. The additional cost of idle or inefficient labor, from any cause, or the additional cost of labor made idle or inefficient from any cause will not be considered a reimbursable additional Direct Cost. Special equipment or machinery, which is made idle or inefficient by the Work ordered, changed, or deleted, may be reimbursable if approved by the Architect/Engineer as an unavoidable cost to the Contractor, caused by the Owner.
- b. Costs of special equipment or machinery, not already mobilized on the site, approved by the Architect/Engineer, shall be calculated using the current issue of the Associated Equipment Distributors (AED) Manual plus any required mobilization. The selection of which of the AED rates (daily, weekly, monthly) to be used to calculate these costs shall be as follows:
 - i. Between one (1) day and seven (7) days, use the daily rate.
 - ii. Between seven (7) days and 30 days, use the weekly rate.
 - iii. Greater than 30 days, use the monthly rate.
- c. For less than one (1) day hourly rates, use the daily rate divided by eight (8).
- d. For overtime hourly rates use the daily rate divided by eight (8), the weekly rate divided by 40, or the monthly rate divided by 176 as appropriate.
- e. Costs for Special Equipment and Machinery already mobilized on the site, shall not exceed the monthly rate stated in the AED Manual, divided by 176, per hour that the Special Equipment and Machinery is in use on the work plus any required re-mobilization.
- f. The cost calculation shall not combine rates within the range of a time extension. It shall use decimals of the time extension rate that the extension falls under. For example, the cost calculation for a piece of Special Equipment with an approved delay of 45 days shall be one and one-half (1.5) months times the monthly rate, not one (1) month at the monthly rate, plus two (2) weeks at the weekly rate, plus one (1) day at the daily rate.
- g. Rental for special equipment and machinery, not already mobilized to the site, shall be an amount equal to the appropriate daily, weekly, or monthly rental rate for such equipment, in accordance with the current issue of Associated Equipment Distributors' (AED) "Compilation of Nationally Averaged Rental Rates and Model Specifications for Construction Equipment" (notwithstanding the caveats contained therein that such rental rates are not for use by government agencies) for each and every rental period (in weeks, days, or months as applicable) that the special equipment or machinery is in use on the work plus any required mobilization. Payment for special equipment and machinery already mobilized to the site shall not exceed the monthly rate stated in the AED standards divided by 176 to establish a per hour rate that the special equipment and machinery is in use on the Work, plus any required re-mobilization.
- h. For indirect costs, the Contractor shall be allowed a percentage mark-up as set forth

in paragraph (6) above...

F. Differing Site Conditions

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

G. Force Account

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

- iii. Quantities of materials, prices, and extensions.
- iv. Transportation of materials.

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

- c. Authorization of Special Equipment and Machinery: No compensation for special equipment or machinery shall be made without written authorization from the Architect/Engineer. The Architect/Engineer shall review and evaluate any special equipment or machinery proposed by the Contractor for use on a force account basis. As part of its evaluation, the Architect/Engineer shall determine whether any of the special equipment or machinery being proposed by the Contractor will be concurrently used on the Project, including approved changes, or on other force account work on the Project. If the Architect/Engineer determines that such a concurrent use of special equipment or machinery is being proposed by the Contractor, prior to the authorization of such special equipment or machinery, the Architect/Engineer and thereto Contractor shall establish a straight-line prorated billing mechanism based on the actual percentage of time that the equipment or machinery is required to be used on the force account work(s). Special equipment or machinery which is approved for use by the Architect/Engineer shall be reviewed and accounted for on a daily basis as provided in the Comparison of Record and Statement paragraphs of this section of the Contract.
- d. Inefficiency in the prosecution of the Work: If in the Owner's or Architect/Engineer's opinion, the Contractor or any of its subcontractors, in performing Force Account Work, is not making efficient use of labor, materials or equipment or is proceeding in a manner which makes Force Account Work unnecessarily more expensive to the Owner, the Owner or Architect/Engineer may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways, including but not limited to: 1) the timing of the Work, 2) the use of unnecessary labor or equipment, 3) the use of a higher percentage of journeymen than in non-force account Work, 4) the failure to procure materials at lowest price, or 5) using materials of quality higher than necessary.

END OF ARTICLE

11. CLAIMS AND DISPUTES

A. Notice of Claims

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

B. Claim Submittals

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

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

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

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

C. Disputes

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

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

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

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

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

D. Terminations

1) Termination for Convenience

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

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

2) Termination for Default of Contractor

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

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

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

3) Termination for National Emergencies

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

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

4) Implementation of Termination

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

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

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

5) Suspension of Work

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

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

END OF ARTICLE

12. MISCELLANEOUS PROVISIONS

A. Third-Party Beneficiary

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

B. Venue

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

C. Governing Laws

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

D. Successors and Assigns

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

E. Written Notice

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

F. Indemnification

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

G. Audit Rights

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

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

2) Inspector General

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

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

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

H. Severability

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

I. Payment and Performance Bond

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

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

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

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

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

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

J. Insurance

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

K. Conflict of Interest

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

L. Rights in Shop Drawings

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

M. Patent and Copyright

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

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

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

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

O. Historical, Scientific and Archaeological Discoveries

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

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

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

Q. Accounts Receivable Adjustments

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

R. User Access Program (UAP)

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

1) Not Used

S. Employ Miami-Dade Program

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

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

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

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

END OF ARTICLE

13. APPLICABLE LEGISLATION

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

A. Resolutions

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

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

B. Administrative Orders

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

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

C. Implementing Orders

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

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

D. Code of Miami-Dade County:

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

END OF ARTICLE

SECTION 14

SPECIAL PROVISIONS

SPECIAL PROVISIONS
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SPECIAL PROVISIONS

1.1 GENERAL CONDITIONS

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

1.2 SCOPE OF WORK

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

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

The work includes, but is not limited to furnishing all supervision, labor, materials, equipment, tools, services, and incidentals necessary for the construction services for the addition of a new building structure of approximate 5,000 square feet, removing all the interior finishes, devices, accessories, relocating and reconfiguring the space with new partitions, removing and replacing plumbing fixtures with water efficient fixtures, new fire alarm devices, a new lighting control system that integrates with the existing BMS system, new electrical and energy efficient lighting fixtures and equipment, and new HVAC grilles and ducts, all new data conduit and/or wiring and new electrical outlets, adding a new Children's Room area and YOUmedia Miami technology space, new multipurpose room, new study and collaboration rooms, new public restrooms in the Children's Room and updated existing public restrooms with new finishes and low-flow fixtures, new desktop computers and Surface Pro laptops for public use, wireless upgrade to Wi-Fi 6 for faster connectivity, new telecom infrastructure and data wiring throughout the branch, new acoustical ceilings throughout the building, installing conduit, backer boxes and the like for future security and upgrading all finishes (i.e. ceilings, paint, flooring, accessories, fixtures, etc.) throughout the library.

The exterior improvements include, but are not limited to the addition of approximately 5,000 square feet to the existing facility, a new energy-efficient “cool roof”, new impact-resistant windows and doors, improved exterior façade, new courtyard seating area with new furniture and trellis, new pedestrian walkway connecting to new reading garden and reading park, new landscaping with native planting and new water-conserving irrigation system, new bike racks, re-asphalting of the parking lot, new addition of electric vehicle (EV) charging stations, new drive-up Wi-Fi coverage available in the entire parking lot. In addition, the contractor shall protect all existing components: walkways, existing trees, benches and other existing site furnishings including perimeter fence. The contractor shall complete the work in place, tested and ready for continuous occupancy, and shall perform the repairs and replacement restoration required as a result of damages caused during the construction.

The selected Contractor shall be responsible for completing the project in accordance with the complete contract construction documents and specifications as necessary to obtain all approvals by any/all authorities having jurisdiction over the project, including but not limited to the Town of Miami Lakes and all Miami-Dade County or other permitting agencies. The project must be constructed to meet or exceed applicable building codes, Town of Miami Lakes Ordinances, and work with modern technological standards for library facilities. Contractor will facilitate the project in an efficient and cooperative manner with MDPLS and MDPLS’ design professionals.

The Contractor will provide construction services through the completion of the project and include systems commissioning and warranty/close out periods. The required work will result in a complete fully functional and operational Branch Library facility with all new interior spaces and exterior upgrades that will serve the public safely, in a modern, clean, and efficient manner while allowing for the use of modern library technologies throughout the building and site.

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

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

SPECIAL PROVISIONS

1.3 CLARIFICATIONS/CHANGES/CONDITIONS

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

SPECIAL PROVISIONS

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

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

SPECIAL PROVISIONS

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

E. NOT USED

F. Pursuant to Article 10. (Changes -A8) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:

- a. The Contractor shall include as part of his Bid price all bonding costs for the total original Contract Amount. These costs will not be reimbursed. Please refer also to ARTICLE 12 – MISCELLANEOUS PROVISIONS I.6 which states: "The cost of the Bonds shall be included in the Bid."
- b. The original Contract Amount equals the base bid, plus the applicable Owner's allowances -including applicable shares for alternates when applicable-).
- c. For Work Orders paid under the Allowance(s) Account(s), no additional bond mark-ups will be allowed (since the cost was already included and paid for).
- d. For approved Change Orders increasing the original Contract Amount, additional bond costs will be considered.

G. Pursuant to Article 12. (Miscellaneous Provisions -E2) of the SCGCC, the following clarifications/modifications are hereby added/incorporated by reference:

- a. Written notice to the Owner shall be deemed to have been duly served if delivered in person, delivered at, or sent by registered or certified mail to:

Lisa Thompson
Capital Programs Director
Miami-Dade Public Library System
101 West Flagler Street
Miami, Florida 33130

- H. Contractor shall be responsible to verify quantities of all materials required to complete all phases of the Work. Unless otherwise specified, quantities listed within plans shall be assumed as approximate values. The Contractor shall be responsible for all quantity adjustments required to complete all work within plans.
- I. Contractor shall immediately notify the Owner, in writing, of any questions, or any observed variations or discrepancies between the contract documents, plans, site drawings and or any applicable codes or ordinances. All correspondence pertaining to these notifications shall be directed to the Contract Coordinator within fourteen (14) calendar days prior to bid submittal deadline date and time.
- J. The Contractor shall be responsible for furnishing all temporary utilities as required to complete all Work, this shall include, but is not limited to, electric, water, phone, toilet facilities, etc. Owner will not provide any temporary utility services for the Contractor's use.
- K. The Contractor shall be responsible to maintain ADA Compliant accessible route for the Library patrons during

construction. If so required, the Contractor shall be responsible for providing a temporary accessible route for the Library patrons, at no additional cost to Owner. Contractor shall provide the Owner details of the temporary ADA Compliant accessible route for approval prior to implementation.

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

1.4 CERTIFICATE OF COMPETENCY

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

1.5 INDEX OF DRAWINGS AND SPECIFICATIONS

A. Work will be as per plans provided by Owner, labeled:

MIAMI LAKES LIBRARY BRANCH

with sheets numbered as identified below:

PLANS

Architectural

A0.0 Project Summary & General Notes
A0.1 Project Information
D1.0 Site Plan Demolition
D1.1 Demolition Floor Plan
LS1.0 Life Safety Plan
A1.0 Site Plan
A1.1 Floor Plan
A1.2 Furniture Plan
A1.3 Finish Plan
A1.4 Carpet & LVT Finish Plan and Schedule
A1.5 Site Details
A1.6 Site Details
A2.0 Reflected Ceiling Plan
A3.0 Roof Plan
A3.1 Roof Details
A3.2 Trellis Details
A4.0 Restrooms
A4.1 Casework Details
A5.0 Building Elevations
A5.1 Building Elevations
A5.2 Sections
A5.3 Wall Sections
A5.5 Details
A6.0 Glazing Elevations
A7.0 Schedules and Details
A7.1 Details
A8.0 Partition Types
A9.0 UL Listings
CP1.0 Construction Staging Plan

LEED

LD1.0 Specifications
LD1.1 Specifications
LD1.2 Specifications
LD1.3 Specifications

SURVEY

Sheet 1

CIVIL

C0.01 Sheet Index and Legend
C0.02 General Civil Notes
C0.03 Sequence of Construction

C0.04 Soil Boring Plan
C1.00 Existing Conditions
C1.01 Demolition & Erosion Control Plan
C1.02 Site Layout Plan
C2.00 Grading & Drainage Plan
C2.01 Pre-development Drainage Plan
C2.02 Post-Development Drainage Area Map
C3.00 Utility Plan
C3.01 Sewer Profile
C5.00 Erosion Control Notes & Details
C5.01 Site Details 1
C5.02 Site Details 2
C5.03 Site Details 3
C5.04 Utility Details
C5.05 Utility Details 2
C5.06 Utility Details 3

LANDSCAPE

LA1.01 Existing Tree Disposition Plan
LA2.01 Planting Plan
LA3.01 Planting Notes, Specifications, and Details
IR1.01 Irrigation Head Layout Plan
IR2.01 Irrigation Notes, Specifications, and Details
D101 Demolition Plan

STRUCTURE

S001 General Notes
S101 Ground Floor Framing Plan
S102 Roof Framing Plan
S201 Windows and Door Wind Design Pressure
S202 Windows and Door Wind Design Pressure
S301 Sections
S302 Sections
S303 Sections
S501 Typical Details
S502 Typical Details
S601 Schedules

ELECTRICAL

E0.0 Symbol Legend and General Notes - Electrical
E1.0 Site Plan- Electrical
E1.1 Lighting Fixture Schedule and Details
E1.2 Site Photometrics-Lighting
E3.0 Floor Plan - Lighting - Electrical
E3.1 Floor Plan - Power and Systems - Electrical

E3.2 Floor Plan - Lighting - Normal Photometrics
E3.3 Floor Plan - Lighting - EM Photometrics
E3.4 Lighting Controls Plan - Electrical
E3.5 Lighting Controls Plan - Electrical
E5.0 Risers- Electrical
E6.0 Panel Schedules- Electrical
E6.1 Panel Schedules- Electrical
E7.0 Details- Electrical
E7.1 Details- Electrical
ED1.0 Site Plan - Demolition - Electrical
ED3.0 Floor Plan - Demolition – Electrical

MECHANICAL

M0.0 Symbol Legend and General Notes - HVAC
M0.1 Notes - HVAC
M3.0 Floor Plan - HVAC
M3.1 Roof Plan - HVAC
M4.0 Enlarged Floor Plans - HVAC
M5.0 Schedules - HVAC
M5.1 Schedules - HVAC
M7.0 Details - HVAC
M7.1 Controls Diagram - HVAC
M7.2 Details - HVAC
M7.3 Details - HVAC
M7.4 Controls Diagram - HVAC
M7.5 Controls Diagram - HVAC
MD3.0 Floor Plan - Demolition – HVAC

PLUMBING

P0.0 Symbol Legend and General Notes - Plumbing
P1.0 Site Plan- Plumbing
P3.0 Floor Plan - Plumbing
P3.1 Roof Plan - Plumbing
P5.0 Isometrics - Plumbing
P7.0 Details - Plumbing
PD3.0 Floor Plan - Demolition – Plumbing

FIRE PROTECTION

FP0.0 Symbol Legend and General Notes - Fire Protection
FP3.0 Floor Plan - Fire Protection
FP7.0 Details - Fire Protection

REPORTS

- Asbestos Report
- Elevation Certificate

OWNER PROVIDED SYSTEM INFORMATION

- Burglar Alarm Equipment Information
- CCTV Requirements

DESIGN CRITERIA FOR DESIGN-BUILD COMPONENTS

- Audio Visual/Low Voltage Design-Build Component Design Criteria
- Interior Signage and Wayfinding Design-Build Component Design Criteria

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

1.6 APPLICABLE WAGE RATES (Not Applicable)

1.7 INSURANCE REQUIREMENTS

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

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

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and 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.
- *If Excess Liability is provided must be follow form of the General Liability policy,*
- E. Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence covering Asbestos Abatement, third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.
- F. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the completed value of the project. Coverage shall remain in place until final completion of construction has determined by Miami-Dade County. The policy shall be in the name of Miami-Dade County and the Contractor.

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

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

Or

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

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

CERTIFICATE HOLDER MUST READ:

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

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

SPECIAL PROVISIONS

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

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

1.8 PRE-BID MEETING AND PRE-BID SITE VISIT

- A. There will be a **MANDATORY pre-bid meeting and site visit**.
- B. There is a mandatory requirement for an on-site inspection visit for all prospective bidders. Failure by a bidder to comply with the mandatory on-site inspection visit, and to submit the executed Mandatory On- Site Inspection/Visit form may deem the bidder non-responsive. Bids found to be non-responsive will not be considered for Award.
- C. Bidders shall be responsible for verifying all existing conditions and dimensions for exact coordination and/or extent of proposed work prior to submitting their pricing.

1.9 COMMENCEMENT

- A. **TIME IS OF THE ESSENCE.** The contract time for the work to be performed under this Contract shall commence on the effective date of the Notice-to-Proceed and be substantially completed and released to the Owner upon receipt of the "Certificate of Acceptance for Substantial Completion" within **Five Hundred and Forty-Eight (548)** calendar days after the effective date of said Notice-to-Proceed. The completion of all the remaining punch list items and Final Acceptance shall not exceed the mutually agreed upon date, but in no case exceed Thirty (30) calendar days after Substantial Completion. The Contractor shall schedule shop drawing preparation and approval, and subsequent fabrication and delivery to the site, of all necessary equipment and materials to comply with the following milestone dates:
 - 2. **SHOP DRAWINGS SUBMITTAL:** Unless otherwise required by the Contract Documents, the Contractor shall present a schedule of shop drawings to be submitted prior to the first request for payment, or no later than (14) calendar days after NTP, to be reviewed and approved by the Architect/Engineer and or the Owner. In addition, contractor must submit all submittals within the first 90 calendars after NTP is issued.
 - 3. The contractor shall complete all work within (548) calendar days after NTP. This shall include but is not limited to:
 - a. Complying with all permitting agencies having jurisdiction.
 - b. Providing a Certificate of Occupancy unless circumstances arise outside the contract's scope that prohibits such Certificates to be issued. I.E. (Utility connections).
 - c. Providing As-builts, and warranties
 - d. Completing all other contract obligations as required.

1.10 CONSTRUCTION SCHEDULE

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

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A. Baseline Schedule:

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

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

B. Preparation of Baseline Construction Schedule:

1. When completed, the bar chart (CPM) diagram shall represent the Contractor's own plan for the project as well as the sequence of each operation and all the involved parties. It shall be the responsibility of the Contractor to ensure that all of the work is described by the diagram and that the diagram does correctly represent the sequence in which he/she plans to do his/her work and the time in which he/she expects to do it.
 - A. At a minimum, the following milestones with durations shall be included:
 - i. All product substitutions must be submitted within 30 calendar days from NTP;
 - ii. All submittals must be submitted and approved within the first 90 calendar days from NTP
 - iii. Substantial completion requires to have a certificate of occupancy from all AHJ.
2. As a minimum, the final schedule will cover the following areas:
 - a. Shop drawing preparation, review, and approval,
 - b. Procurement of major equipment or material,
 - c. Permit acquisition activities,
 - d. Material samples,
 - e. Material delivery,
 - f. Important inspections,
 - g. Significant milestones,
 - h. All major work elements, as approved by the Architect/Engineer,
 - i. Punch list activities,
 - j. Rates of Production,
 - k. Others as needed...
3. The final Baseline Construction Schedule shall be printed in color on an 11" x 17" sheet suitable for reproduction. The Contractor will submit 3 color copies of this schedule.
4. A written narrative on separate 8 1/2" x 11" sheet(s) will be included with the Contractor's Baseline Construction Schedule. This narrative will describe the Contractor's general approach for performing the work and any additional or unusual requirements not clearly represented in the schedule including, but not limited to, equipment to be used and the time equipment is to be on-site, anticipated delivery dates for material and/or equipment, crews, and crew sizes, estimated quantities and rates of production. The narrative shall explain the basis for the Contractor's determination of duration for major work items and describe his/her approach for meeting the interim and final completion dates in his/her schedule. The narrative shall also address workdays per week, hours per shift, rain days, holidays, or any other non-work periods that the Contractor is assuming in the planning of the work. Activities that might be

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expedited using overtime or additional shifts shall be identified. Sequencing and other restraints such as manpower, material or equipment shall be identified and explained.

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

C. Monthly Schedule Updates

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

D. Scheduling and Pay Requests:

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

E. Daily Log (Report):

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

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1.11 SCHEDULE OF VALUES:

- A. Pursuant to Article 9. (Progress Payments) of the SCGCC, the Contractor shall submit a comprehensive and detailed Schedule of Values for Owner's and Owner Representative review. (FAILURE TO SUBMIT THE FOLLOWING WILL RESULT IN PAYMENT DELAYS.)
- B. The schedule of values shall indicate a complete breakdown of labor and material of all categories of work on the project and shall include such items as building permit, mobilization, contract administration, supervision, etc. The Owner may require further breakdown after review of the Contractor submission. Each item of the detailed estimate shall include its proportionate share of overhead, profit and all other expenses involved. The quantities and unit prices shall be extended to show the total amount for each item of work and the summation of these amounts shall total in each case the exact amount of the lump sum bid price. Notice to Proceed shall not be issued, and the Contractor cannot submit monthly invoices without an approved Schedule of Values.

1.12 PROJECT MEETINGS:

- A. In General:
 - 1. The Contractor shall attend a pre-construction meeting within seven days prior to the Notice to Proceed (or as otherwise scheduled by the Owner), regularly scheduled progress meetings, and special meetings throughout the progress of the work, to which the Owner Representative and the Owner shall be invited. Contractor shall:
 - a) Prepare a list of subjects of interest to the Contractor for meetings.
 - b) Distribute written notice of special meetings and any change in regular meeting date at least four days in advance.
 - c) The Owner's Representative will set the scope and order of the agenda and will preside at the meetings.
 - d) Representative of Contractor, subcontractor and suppliers attending the meetings shall be qualified and authorized to act on behalf of the party each represents.
- B. Pre-Construction Meeting:
 - 1. Attendance
 - a) MDC's Representative.
 - b) Architect/Engineer.
 - c) Resident Project Representative (if any).
 - d) Contractor's Superintendent.
 - e) Major Subcontractors.
 - f) Major Suppliers.
 - g) Other, as appropriate.
 - 2. Suggested List of Agenda:
 - a) Distribution and discussion of:
 - I. List of major subcontractors and suppliers.
 - II. Projected Construction Schedules.
 - b) Criteria work sequencing.
 - c) Major equipment deliveries and priorities.
 - d) Project Coordination:
 - I. Designation of responsible personnel
 - e) Procedures and processing of:
 - I. Field decisions.
 - II. Proposal Requests.
 - III. Submittals.
 - IV. d. Change Orders.

- V. Requests for Information.
- VI. Application for Payment.
- f) Adequacy of distribution of Contract Documents
- g) Procedures for maintaining Record Documents.
- h) Use of Premises:
 - I. Office, work, and storage areas.
 - II. MDC's requirements.
- i) Construction facilities, controls, and construction aids.
- j) Temporary utilities.
- k) Security procedures.

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

- 1. Attendance:
 - I. MDC's Representative
 - II. Architect/Engineer.
 - III. Resident Project Representative (if any).
 - IV. General Contractor.
 - V. Major Subcontractors.
 - VI. Others as required.
- 2. Suggested Agenda:
 - I. Review of work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of work.
 - II. One of the progress meetings will be designated as a Monthly Requisition review meeting.
- 3. Meeting Minutes: Contractor is hereby advised that the Field Representative and/or Architect/Engineer and not the Contractor shall be responsible for generating and distributing meeting minutes for all meetings.

D. Special Meetings:

- 1. Attendance:
 - I. MDC's Representative
 - II. Architect/Engineer.
 - III. Resident Project Representative (if any).
 - IV. Contractor's Superintendent(s).
 - V. Others as appropriate.
- 2. Suggested Agenda: To be set according to special meeting requirements.

1.13 ALLOWANCE ACCOUNTS

- A. Payment to the Contractor under this item will only be made for work ordered in writing by the Owner. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payments and will remain with the Owner.

1.14 PERMITS

- A. The Contractor is responsible for attaining ALL pertinent permits including but not limited to (Miami-Dade Building Department, Electrical, Plumbing, Miami-Dade Public Works, Miami-Dade Water and Sewer, DERM, Fire, FDEP, Historical Preservation, Florida Department of Health, South Florida Water Management, US Army Corps of Engineers, etc.) needed to begin and complete all phases of work within the plans and specifications:

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1. The Contractor is responsible to comply with all notification(s) and/or construction requirements contained within the following applications/permits (hereby incorporated by reference) at no additional cost to Owner:
 - i. RER Permit
 - RER Process Number **BLC2023-1538/M2023015099**
 - ii. Additional Permit Requirements as required.
 - Revision to Permit (included in contract documents)
- B. It shall be the Contractor's responsibility to ensure that all required regulatory or proprietary permits are obtained prior to commencement of work.
- C. The Contractor shall obtain/transfer all required permits and provide Owner with a copy within ten (10) days of receipt of dry-run plans, or from having received the permit(s) from the Owner for transfer.
- D. The Contractor is responsible for obtaining all permits required for the project and paying all required associated permitting fees. The Owner has established an Allowance Account for reimbursement only for permits directly issued to the Contractor (prime) and his/her trade Subcontractors (for their respective primary trade permits, i.e. electrical permit; mechanical; permit; plumbing permit; etc.). Bidders shall not include in their bid the cost for obtaining the "master" building permit (or master building permits if applicable), or the trade permits similar to those described above. Payment shall reimburse the Contractor for exclusively the cost of the required permits and not for any or all permit processing fees such as plan reviews fees; shop drawing review fees; re-inspection fees; or other similar typical costs reasonably quantifiable at the time of bid based on regulatory agencies established fees, or directly controlled/influenced by Contractor. Copies of all permits shall be submitted to the Owner prior to commencing work. Contractor is responsible for obtaining all permits and inspections required to complete project.

1.15 MATERIAL AND EQUIPMENT

- A. Material and Equipment Incorporated into the Work:
 1. Conform to applicable specifications and standards.
 2. Complete with size, make, type and quality specified, or as specifically accepted in writing by the Owner's Representative.
 3. Manufactured and Fabricated Products:
 - I. Design, fabricate and assemble in accord with best engineering and shop practices.
 - II. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - III. Two or more items of the same kind shall be identical, by the same manufacturer.
 - IV. Products shall be suitable for service conditions.
 - V. Equipment Capacities, size and dimensions shown or specified shall be adhered to unless variations are specifically accepted in writing.
- B. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

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C. Materials Containing Hazardous Substances:

1. The intent of the Contract Documents is to exclude all materials which contain known hazardous substances, including materials containing asbestos, polychlorinated biphenyl (PCB), or any other known substances determined to be a health hazard by the United States Environmental Protection Agency (EPA) and other recognized agencies. In studying the Contract Documents and at any time during execution of the Work, the Contractor shall at once report to the Owner Representative any materials containing hazardous substances that he may discover. Do not proceed with the installation of materials containing known hazardous substances.
2. Where products are specified by product, by manufacturer, by reference standard or in descriptive manner without manufacturer's name, model number or trade name, Contractor shall select materials meeting specified requirements, which do not contain known hazardous substances in any form.
3. In making requests for substitutions, the Contractor shall be responsible for determining that materials requested for substitution are free of known hazardous substances in any form.

D. Re-Use of Existing Material:

1. Except as specifically indicated or specified materials and equipment removed from the existing structure shall not be used in the completed work.
2. For material and equipment specifically indicated or specified to be re-used in the work:
 - I. Use special care in removal, handling, storage and reinstallation, to assure proper function in the completed work.
 - II. Arrange for transportation, storage, and handling of products, which require off-site storage, restoration, or renovation. Pay all costs for such work.

E. Manufacturer's Instructions: When contract documents require that installation of Work shall comply with manufacturer's printed instructions, obtain, and distribute copies of such instructions to parties involved in installation, including copies to the Owner Representative. Maintain one set of complete instructions at job site during installation and until completion.

F. Handle, Install, Connect, Clean, Condition, and Adjust: Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Owner Representative for further instruction.
2. Do not proceed with work without clear instructions.

G. Perform Work in Accordance to Manufacturer's Instructions: Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

H. Transportation and Handling: Arrange deliveries of products in accordance to construction schedules. Coordinate to avoid conflict with work and conditions at site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying label intact and legible.
2. Immediately on delivery, inspect shipments to ensure compliance with requirements of contract documents and acceptable submittals, and that products are properly protected and undamaged.

I. Provide Equipment and Personnel: Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

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- J. **Storage and Protection:** Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather tight enclosures.
 2. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- K. **Exterior Storage:**
1. Store fabricated products above the ground, on blocking or skids to prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- L. **Arrange Storage in a Manner to Provide Easy Access for Inspection:** Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- M. **Protection After Installation:** Provide substantial covering as necessary to protect installed products from damage from traffic and subsequent Construction operations. Remove when no longer needed.
- N. **Precedence of Interpretation:**
1. For products specified by description, as well as by reference standard and by name, the description shall take precedence in any conflict of product characteristics or qualities.
 2. For products specified by reference standard and by name, the reference standard shall take precedence in any conflict of product characteristics or qualities.
 3. "By name": Source, manufacturer, or manufacturer's brand name, with or without catalog, model, capacity, size, or finish numbers.
- O. **Contractor's Selection:**
1. For a product specified only by description, provide product conforming to that specified description, suitable for the use shown on the drawings.
 2. For a product specified only by reference standard, provide product conforming to that reference standard, suitable for the use shown on the drawings.
 3. For a product specified by one or more names and "or equivalent" or "or equal", Contractor shall either provide one of the named products or he shall submit a request for substitution for any product not named which he judges to be of equal or higher quality. Product to be approved by Owner Representative.
 4. For a product specified by one or more names, Contractor shall provide one of the named products. Any other product will be considered only if requested as a substitution and approved as such by Owner Representative.
 5. For a product specified by name and "no substitution", Contractor shall provide the product specified. No request for substitution will be considered.
- P. **Contractor's Representation:** A request for a substitution constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it is equivalent to or superior in all respects to that specified.
 2. Will provide same warranties or bond for substitution as for product specified.
 3. Will coordinate installation of an accepted substitution into the Work and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.16 LIQUIDATED DAMAGES

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- A. Time is of the essence for this Contract. If the Contractor or, in case of his default, the Surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the Owner may have granted then the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty, but as liquidated damages, pursuant to amounts identified below. The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor. The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time including granted time extensions. In the case of a default of the Contract and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages under the Contract.
- B. The following liquidated damages rates have been determined based on the best information available at the time of bidding and represent a good faith effort by the Owner to quantify the damages that Owner will incur if the individual milestones in the Contract are not timely achieved. Therefore, in accordance with the SCGCC Article 8. (Contract Time, F-1), for failure to complete the work within the number of days stipulated in the Construction Contract, the Contractor and his/her sureties will be obligated to Liquidated Damages as follows:
 - 1. The sum of **\$1,293.74** per day for each day of delay, not as a penalty, but as Liquidated Damages for each calendar day or fraction thereof of delay until Substantial Completion has been granted.
 - 2. If the punch list items are not completed within the time frame mutually agreed upon on the Certificate of Acceptance for Substantial Completion Form and in accordance with the Construction Contract; then the Contractor will be assessed Liquidated Damages.

1.17 COORDINATION

- A. Construction activities which will adversely impact or disrupt the Owner's ability to use the facility as intended throughout project duration including but not limited to restricting facility access or utilization of existing spaces, shall be coordinated with the Owner and the facility staff prior to execution to minimize any potential problems and/or hazards during all phases of construction process. **It is the Owner's intent to suspend library operations during the construction duration.** Contractor shall carefully coordinate the scheduling, sequencing of the work and protection of these areas to conform to this expressed intent.
- B. The Contractor's regular working hours shall be notified to the Owner. **If the project is delayed Contractor may be able to work Saturdays with prior approval from Owner.** Work may be performed outside of these days and times if Contractor notifies the Owner's management team in writing of the need/desire to work beyond regular work hours as follows: Written notification with a minimum of two (2) days' notice to work beyond the regular closing time and ten (3) days of notice to work during weekend hours.
- C. Meetings: In addition to specified progress meetings, the Contractor shall hold coordination meetings and pre-installation conferences with personnel and subcontractors to ensure coordination of Work.
- D. The Contractor must coordinate scheduling, submittals, and work of the various sections of the Special Conditions to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

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- E. The Contractor must coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion of portions of Work designated for Owner partial occupancy.
- F. After Owner occupies premises, the Contractor must coordinate access to site by various sections or trades for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- G. The Contractor must assemble, and coordinate closeout submittals as specified in the Contract closeout procedures.

1.18 QUALITY ASSURANCE REQUIREMENTS

- A. The Contractor shall clearly prescribe an effective Quality Assurance Plan in accordance with Industry Workmanship Standards (ISO 9000, ANSI 1.8 other approved Quality Program). The plan shall assure adequate quality throughout all areas of the contract. The Quality Assurance Plan shall ensure compliance with the requirements of the contract documents within the Contractor's, subcontractor's, and suppliers' organizations.
- B. Personnel performing quality functions shall have sufficient, well-defined responsibility, authority, and the organizational freedom to identify, evaluate quality problems and to initiate, recommend or provide solutions.
- C. Authority Verification: The contractor's Quality Assurance Plan shall be subject to the Owner Representative and/or the Owner/s verification at any time. Verification may include but no limited to:
 - 1. Surveillance of the operations.
 - 2. Auditing.
 - 3. Inspection to measure quality of items to ensure compliance with all requirements.
 - 4. Proper record keeping of activities affecting quality. These records shall be available for review. Records are considered one of the principal forms of objective evidence of quality.
- D. The responsibility for providing quality assurance disciplines for verifying the work is performed in accordance with the contract document rests with the Contractor. The Contractor's Quality Assurance Plan shall apply to the assurance of quality throughout all areas of contract performance as specified in this section.
- E. The contractor's Quality Assurance Plan shall be in accordance with this section and shall include at a minimum an organizational chart indicating lines of authority and reporting relationship including Quality Assurance personnel.
- F. Quality Assurance Plan:
 - 1. Three (3) copies of the Quality Assurance Plan shall be submitted to the Owner Representative for approval within thirty (30) calendar days after Notice to Proceed, for review and approval.
 - 2. All work undertaken by the Contractor before approval by Owner Representative of the Contractor's Quality Assurance Plan will be at the Contractor's risk and expense.
 - 3. Additional information may be required by the Owner Representative to assure the acceptability of the Contractor's Quality Assurance Plan.
- G. Hold Points: The Quality Assurance Plan shall include provisions for hold points for Owner Representative inspection using the Contractor's Quality Assurance Plan.
- H. Records for all tests, audits and inspections performed, including data on conforming as well as nonconforming items. The contractor at the job site shall always maintain calibration certification throughout the construction. The Owner's Representative reserves the right to inspect the records system as often as deemed necessary to ensure compliance.

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- I. **Nonconformance And Repair Action:** The Contractor shall be responsible for all costs associated with the removal of components and/or devices, the shipping charges to and from the Contractor's facilities and the costs associated with their reinstallation and/or repair. The Contractor shall be responsible for meeting with the Owner's Representative to determine the schedule of repairs.
- J. **Compensation For Unresponsiveness:** In the event the Contractor fails to comply promptly with its obligation under these specifications or with a request by Owner Representative to repair, replace or correct failed components, devices, equipment and/or materials, the Owner shall upon written notification to the Contractor, have the authority to deduct the cost of labor and materials from any compensation due or to become due to the Contractor. In the event the Contractor has been paid, the Contractor agrees to compensate the Owner for its costs thereof.
- K. During the entire warranty period, all repairs and/or adjustments by the Contractor shall be documented by the Contractor. A copy of the repair reports shall be submitted to the Owner weekly. Each repair or adjustment shall be documented by Date, Time, Equipment, Type of Failure, Location, Type of Repair/Adjustment and By Whom.

1.19 ACCESS TO SITE AND STORAGE

- A. Routes for use by the Contractor for access to the site will be discussed during the pre-construction meeting and the Contractor shall adhere strictly to the limitations imposed.
- B. The Contractor's storage activities shall not restrict access to any area of the facility.
- C. The Contractor shall carefully plan and coordinate his/her activities to minimize any adverse impact or disruptions to the Owner's operations and the Owner patron's ability to safely access and use the facility and/or secondary amenities/facilities (such as restrooms; water fountains; vending machines; etc.)
- D. The Contractor shall implement and maintain specific steps/means to allow for such uses and to prevent any hazards to patrons throughout the construction period. The Contractor's limits of work should be properly fenced, and control over the points of access (such as gates, etc.) should always be maintained by the Contractor and always secured at the end of each working period.
- E. The Contractor shall provide means for maintaining free, safe, and uninterrupted access to the existing facility where work will be taking place and surrounding spaces must be safely always maintained.
- F. **Storage for All materials and equipment:** The Contractor shall be responsible for unloading, hoisting into building, and distributing of all materials. The Contractor is to provide storage for all materials and equipment required to complete their work. The Contractor shall confine all permanent storage of materials and/or equipment to the assigned construction area(s).

1.20 CONTRACTOR'S SUPERVISION

- A. The superintendent shall speak, read, write, and understand English to a degree satisfactory to the Owner's Representative, and the Owner and with fluency that precludes any possible misunderstanding of plans, specifications or any verbal or written instructions issued by the Owner's Representative, the Owner, and/or any governing authority relative to the Project. The Contractor shall maintain at least one (1) other experienced supervisory employee at work site during project working hours who is equally fluent in English. The Contractor shall provide the Owner with a twenty-four (24) hour, seven (7) days a week phone number for emergency contact.

1.21 UTILITIES DISCONNECTION / IDENTIFICATION

- A. The Contractor shall timely coordinate all utility disconnects and reconnects: FPL, Bellsouth/AT&T, Water and Sewer, Gas Company, Cable, etc. All shutdowns and or utility interruptions shall be shown on the Contractor's original construction progress schedule.
- B. The Contractor shall coordinate all disconnections with Owner's team to make sure that any impacts to operational readiness of the facility are avoided and minimized. The Contractor shall notify the Owner in writing of all utility shutdowns, traffic interruptions, erection of barriers, etc. Notification shall be made a minimum of seven (7) days of scheduled activity that may impact the facility and other facilities/amenities throughout the Library and its use. Written approval by Owner is required prior to Contractor proceeding.
- C. All required utility clearances shall be the responsibility of the Contractor; work shall not commence until all clearances are obtained.
- D. The Contractor to furnish and install "Caution" traceable tape on all underground utilities to include but not limited to irrigation, potable water, sewer lines, electrical, telephone, cable, data, etc. Tape to run continuously the entire length of the pipe/conduit and shall be installed 6" below finish grade. Tape shall be labeled according to the line being identified.

1.22 PROTECTION OF CONSTRUCTION SITE AND SAFETY

- A. The Contractor is to provide all necessary temporary signage/fencing/security measures indicating area is being worked on or closed due to construction pursuant to contract documents and/or regulatory requirements. The Contractor shall enclose all active construction areas with a six (6) foot high chain-link fence. The Contractor is responsible to install temporary folding lighted barricades and orange snow fence along all trenching areas.
- B. Six (6) foot high chain-link fencing with privacy screen shall always be used around assigned staging area. The Contractor is to provide a detailed sketch confirming where temporary fence will be installed for approval prior to installation. Fences and gates shall be always properly maintained and always secured at the end of each work period.
- C. The Contractor shall provide and install caution signs "Construction Area Keep Out" as follows. Signs shall be posted on temporary fencing, entry locations etc. Signs shall be minimum 18" high by 24" wide and shall be installed not more than fifty (50) feet apart, at each entrance to construction area and shall be clearly visible. When deemed necessary by the Owner's Representative, and/or the Owner, the Contractor shall provide guides to control the flow of transit in and out of the area for the Library's staff and patron's protection.
- D. The Contractor shall be responsible for the safety and security issues for the job site during construction operations. Any vandalism, theft, etc. which occurs during the contract period shall be the responsibility of the Contractor. No monetary compensation shall be granted if any of the above occurs. The Contractor is required to have proper insurance to cover ongoing work on the job site. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured.
- E. All areas disturbed during the construction shall be restored to pre-existing conditions at no additional cost to Owner. The Contractor to install sod on all previously sodded areas affected by the construction. Sod to be installed to match existing undisturbed surrounding grades. Sod type to match existing surrounding sod or as otherwise specified in the Contract Documents. Contractor to water sod as required promoting growth. Watering to be as specified, but in no case less than daily for two (2) weeks. Water to be provided by Contractor, cost of water supply is inclusive of this bid. Top-dressing of sod is required to fill voids between joints.

1.23 TEMPORARY UTILITIES / FACILITIES

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- A. **Quality Assurance:** Equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, hoists, planks, and similar items normally furnished by individual trades in execution of their own portions of the specification.
- B. **Requirements Of Regulatory Agencies:**
 - 1. Comply with National Electric Code.
 - 2. Comply with Federal, State, local and other applicable codes and regulations and with utility company requirements.
- C. **Product Handling:**
 - 1. **Protection:** Maintain temporary facilities and controls in proper and safe condition throughout progress of the work.
 - 2. **Replacements:** In the event of loss or damage, immediately undertake and perform all repairs and replacements necessary to the acceptance of the Owner's Representative, and at no additional cost to the Owner.
- D. **Materials:** Materials for temporary construction may be new or used but shall be suitable for intended purpose and adequate in capacity for the required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.
- E. **Temporary Electricity and Lighting (when required):**
 - 1. Arrange with utility company, provide service required for power and lighting and pay all costs for service and for power used. After obtaining Substantial Completion notify Owner fourteen (14) calendar days prior disconnecting service to allow transfer of account to Owner.
 - 2. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available for construction for the use of construction-type power by code.
 - 3. Install circuits, branch wiring, and lighting as required for protective sidewalk sheds where required by code.
 - 4. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.
- F. **Fuel and Power for Operation of Building Mechanical Equipment during Construction:**
 - 1. **Fuel (when required):** Contractor to provide, including safe containers and fire and pollution abatement procedures and equipment.
 - 2. **Electric power:** Contractor will provide.
 - 3. **Temporary Electrical Wiring and Switches to Equipment:** Contractor will provide, maintain, and remove when replaced by permanent wiring.
- G. **Temporary Water (when required):**
 - 1. Arrange with utility service company, provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used. After obtaining Substantial Completion notify Owner fourteen (14) calendar days prior disconnecting service to allow transfer of account to Owner.
 - 2. Materials and installation of temporary water facilities for construction not readily available shall be paid for by the Contractor.
 - 3. Install branch piping with taps located so that water is available for construction using hoses.
- H. **Temporary Sanitary Facilities for Use by Workers:**
 - 1. Provide sanitary facilities in compliance with laws and regulations.
 - 2. Service, Clean, and maintain facilities and enclosures.
- I. **Temporary Air Conditioning and Ventilation:**

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1. Provide air conditioning and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finished from damage due to temperature or humidity.
 2. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
 3. Pay all costs of installation, maintenance, operation, and removal, and for fuel consumed.
- J. Disruption of Existing Utilities: Contractor shall not disrupt any of the existing utility services without prior acceptance. The Contractor shall obtain permission to do so from the Owner through the Owner's Representative. Requests for permission to disrupt any utility shall be submitted well in advance of the need to not delay the work. Refusal by Owner of such a request, which is submitted on short notice, will not be accepted as a basis for a time extension.
- K. Field Offices:**
1. Contractor's Office: Provide and maintain temporary local field trailer or vehicle for both office and storage use by Contractor.
 2. Owner's and Owner's Representative Office: Provide and maintain temporary lockable field office equipped with light, ventilation, and temperature control; office separate from Contractor's space, large enough for use of the Owner and the Owner's Representative with minimum of 150 square feet of space. Furnish the office with the necessary furniture to facilitate weekly construction meetings. Maintain facilities daily in clean condition. Remove from site after completion of project.
- L. Construction Aids: Provide construction aids and equipment required by personnel and to facilitate the execution of the work; scaffolds, staging, ladders, platforms, hoists, construction elevator, and other such facilities and equipment.
- M. Construction Barriers and Sidewalk Sheds:
1. Materials to Contractor's option, as appropriate to serve the required purpose as per Local, State and any other applicable codes.
 2. Furnish, install, and maintain suitable barriers as required to prevent public entry, and to protect the public, the Work, existing facilities, and trees indicated to be preserved from construction operations; remove when no longer needed, or at completion of work.
 3. On street sides of the construction site where required by any City Government or Municipality, the Contractor shall erect and maintain sidewalk sheds in accordance with the Florida Building Code Section.
 4. Install facilities of a neat and reasonable uniform painted appearance, structurally adequate for the required purposes.
 5. Maintain barriers and sidewalk sheds during entire construction period.
 6. Relocate barriers and sidewalk sheds as required by progress of construction.
- N. Parking And Storage Area:
1. The contractor shall provide off- site storage as required.
 2. The Contractor shall be responsible for obtaining off-site parking to accommodate construction personnel. (If applicable)
 3. The Contractor shall be responsible to secure the staging area with a construction fence as required.
- O. Removal: Maintain all temporary facilities and controls as long as needed for safe and proper completion of the Work. Remove all such temporary facilities at completion of the Work and restore areas. After obtaining

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Substantial Completion, maintain service of temporary utilities for fourteen (14) calendar days after notifying Owner to allow transfer of account(s).

1.24 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop drawings shall be identified by reference to Contract Drawing numbers and/or Specification Section numbers. Shop drawings sheet size shall be 22 by 34 inches. Changes in products for which shop drawings have been accepted will not be permitted unless those changes have been accepted, in writing by the Owner Representative, as provided in the SCGCC.
- B. Quality Assurance: Shop drawings shall be prepared to a high standard of quality, such as that set forth in MIL STD 100 and MIL M 9868, or other relevant lower tier specifications defining drafting quality and microfilming procedures.
- C. Product Data:
 - 1. Manufacturers' standard schematic drawings shall be modified to delete information which is not applicable to the project. Standard information shall be supplemented to include additional information applicable to the project.
 - 2. Manufacturers' standard catalog cuts, brochures, diagram, schedules, performance charts, illustrations, calculations, and other descriptive data shall be modified to delete information which is not applicable to the project. Dimensions, clearances, performance characteristics and capacities, and wiring diagrams and controls shall be shown.
 - 3. Certificates of Compliance shall be submitted for those products for which no samples and test results are specified. Certificates shall state that the product complies with the requirements of the respective specification section and shall be signed by a representative of the product manufacturer. A copy of the certificate shall accompany the product for which the certificate is prepared.
- D. Samples:
 - 1. Samples shall be of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials and shall clearly show attachment devices. After review and approval by the Owner Representative, samples may be used in construction of the project if samples are not damaged. Changes in products for which samples have been accepted will not be permitted unless those changes have been approved, in writing, by the Owner Representative.
 - 2. Samples and sample installation shall be erected at the job site at locations acceptable to the Owner Representative and shall remain in place or available until completion of the project.
- E. Dade County Product Control Approval: The Contractor shall submit all required Dade County Product Approvals, as applicable, in accordance with this section and the Florida Building Code.
- F. Contractor Responsibilities:
 - 1. Shop drawings, product data, and samples shall be reviewed, stamped, and signed as approved, by the Contractor's designated authority prior to submission to the Owner Representative. Each submittal shall be coordinated with the requirements of the work. Returned marked up submittals shall be reviewed and those requiring changes shall be changed and shall be resubmitted.
 - 2. Field measurements, catalog numbers, and similar data shall be verified.
 - 3. Work, for which submittals are required, shall not be started until submittals bearing the Owner Representative and/or appropriate professional of record stamp and signature indicating review and approval have been received.
 - 4. Before submitting samples, assure that products of which samples will be submitted will be available in the quantities required by the project.
 - 5. The responsibility for errors and omissions in submittals shall not be relieved by the Owner Representative review and approval of submittals.

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6. Responsibility for deviations in submittals from requirements of the Contract Documents shall not be relieved by the Owner Representative review and approval of those submittals unless the Owner Representative gives written approval of specific deviations.
7. The Contractor shall verify that the product or system submitted for review has been approved by Dade County Product Control, if applicable, prior to making the initial submittal. Products which require Dade County Product Control approval and are not so approved shall be rejected by the Owner Representative.

G. Submission Requirements:

1. Submittals, excepting test results, shall be made in the first 90 calendar days after NTP. Allow 15 calendar days for review of shop drawing submittal by the Owner Representative, except allow a minimum of 21 calendar days for review of more complicated items. Test results shall be submitted within five days after each test has been completed. Office samples shall be shipped prepaid. Submittals require approval of the Owner Representative prior to work covered by the submittals being scheduled to be performed.
2. Quantities to be submitted shall be as follows:
 - a) The Contractor shall submit five (5) copies of all Shop Drawing; catalog cut sheets; and samples (submittals) required.
 - b) Five copies of manufacturers' standard schematic drawings.
 - c) Three copies of manufacturers' calculations and three copies of manufacturers' standard data.
 - d) Five samples as specified in each of the specification sections, unless otherwise specified.
 - e) Five copies of each test result.
 - f) Five copies of each Certificate of Compliance.
 - g) Five copies of the Dade County Product Control Notice of Acceptance, if applicable.
 - h) Contractor shall submit four (4) copies of all of the above (as applicable) to the Owner's Representative and one (1) copy to the Owner simultaneously for each submittal. Submittals, excepting test results, shall be no later than ten (10) calendar days from Notice to Proceed.
3. Submittals shall be accompanied by two transmittal forms containing the following information:
 - i) Date submitted to the Owner Representative;
 - j) Project title and contract number;
 - k) Supplier's, manufacturer's and subcontractor's name, address and telephone number;
 - l) Number and title of each shop drawing, product data, and sample submitted;
 - m) Notification of known deviations from the drawings and the specification sections; and
 - n) Dade County Product Approval number, if applicable.
 - o) Other pertinent data.
4. Submittals shall include a white space, three by four inches, in the lower right corner just above the title block, in which the Owner Representative may indicate the action taken. Submittals, as applicable, shall show the following information:
 - a) Date and revision dates.
 - b) Project title and contract number.
 - c) The names of the Contractor's engineer, Subcontractor, lower tier Subcontractor, supplier, manufacturer, and the name of the detailer.
 - d) Identification of product by either description, model number, style number, serial number, or lot number.
 - e) Relation to adjacent structure or materials.

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- f) Field dimensions clearly identified as such.
 - g) Applicable specification section numbers.
 - h) Applicable standards, such as ASTM number and Federal Specification number.
 - i) Identification of known deviations from the drawings and specification sections.
 - j) Contractor's stamp, signed, certifying review of submittal, verification of field measurements, and approval for compliance with the drawings and specification sections.
 - k) Include in submittals a reference to supporting Subcontract drawing.
- H. Resubmission Requirements:
- a) Re-submittals shall be submitted by the Contractor to avoid delays to the project.
 - b) Initial Shop Drawings: Shall be revised as required and resubmitted as specified for initial submittal. Changes which are made, other than those requested by the Owner Representative, shall be so indicated.
 - c) New Product Data and Samples: Shall be resubmitted as specified for initial submittal.
- I. Distribution of Submittals After Review: Approved shop drawings and product data bearing the Owner Representative's stamp and signature will be distributed by the Owner Representative to the Contractor's field office. The Contractor shall distribute copies to concerned lower tier subcontractors, suppliers, and fabricators; and to concerned members of the Contractor's work force.
- J. Owner Representative's Duties:
- a) Submittals will be reviewed and marked.
 - b) Submittals will be reviewed for conformance to the requirements of the Drawings and Specification sections. Review will not relieve the Contractor from his responsibility for the accuracy of the submittals or for the conformity of the submittals to the requirements of the drawings and specification sections.
 - c) Review of a separate item will not constitute review of an assembly in which the item functions.
 - d) Stamp and signature will be affixed and will certify that the submittal has been reviewed.
 - e) The Owner Representative will return to the Contractor one copy of product data within the time frames specified below.
- K. The Contractor shall comply with progress schedule for submittals related to work progress. The Contractor shall comply with the following submission requirements:
- a) Allow a minimum of fourteen (14) calendar days for review of submittals by the Owner's Representative that do not include deviations from the contract documents.
 - b) Allow a minimum of twenty-one (21) calendar days for review of more complicated items that do not include deviations from the contract documents.
 - c) Allow a minimum of twenty-one (21) calendar days for review of any submittal(s) which include deviations from the contract documents.
 - d) Test results shall be submitted within five (5) calendar days after each test has been completed. Office samples shall be shipped prepaid.
- L. Submittals require approval of the Owner's Representative prior to work covered by the submittals being scheduled to be performed.

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- M. Samples: Submit full range of manufacturer's standard colors, textures, and patterns for selection. All color and finish selections must be submitted by the Contractor in a single submission, properly labeled and identified.
- N. Dates for submission, and dates on which approved shop drawings, product data, and samples for each product will be needed, shall be designated in the Contractor's Baseline Construction Schedule.

1.25 WORKING DRAWINGS

- A. In General: This section specifies the preparation and submission of working drawings and associated calculations required by the specifications sections or to erect temporary structures to facilitate construction.
- B. Working Drawings: Working drawings shall be identified by reference to drawing page numbers and specification section numbers. Working drawings shall be prepared, seal stamped and signed by the Contractor's architect/engineer, of the involved discipline, registered as a professional architect/engineer in the State of Florida.
- C. Quality Assurance: All working drawings shall be prepared to a high standard of quality, such as that set forth in MIL STD 100 and MIL M 9868, or other relevant lower tier specifications defining drafting quality and microfilming procedures.
- D. Associated Calculations: Calculations shall be prepared, seal stamped and signed by the Contractor's architect/engineer, of the involved discipline, registered as a professional architect/engineer in the State of Florida. Calculations shall be identified by reference to Contract Drawing page numbers and specification section numbers.
- E. Contractor Responsibilities: Working drawings and associated calculations prepared by any subcontractor shall be reviewed and signed as approved by the Contractor, prior to submission. Each submittal shall be coordinated with the requirements of the work:
 - 1. Field measurements and field construction criteria shall be verified by the Contractor.
 - 2. Work, for which working drawings and associated calculations are required, shall not begin until those drawings and calculations bearing the stamp and signature, indicating Contractor's architect/engineer review, have been received.
 - 3. Submittals shall not relieve the Contractor of the responsibility for safe and effective design of structures for which the working drawings and associated calculations are submitted. MDC and the Owner Representative shall in no way be liable to the Contractor and others for any consequences arising from the work described in this section and shall not review and or approve the working drawings.
- F. Submission Requirements: Working drawings and associated calculations shall be submitted in sufficient time and not less than thirty (30) calendar days before work represented by those drawings and calculations is scheduled to be performed.
- G. Submittals shall be accompanied by two transmittal forms containing the following information:
 - 1. Submittal date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Number of each working drawing and associated calculation submitted.
 - 5. Notification of known deviations from Construction Documents.
 - 6. Other pertinent data.

1.26 TESTS / TESTING SERVICES

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- A. **REQUIREMENTS INCLUDED:** The Owner will select and pay for an Independent testing laboratory to perform the required testing. The Contractor shall cooperate with the laboratory to facilitate the execution of the Laboratory required services.
- B. The Contractor shall notify assigned testing laboratory (48 hours minimum notification required prior to time testing service is needed) to conduct all necessary testing including but not limited to: Concrete Testing, Geotechnical Testing, Soil Testing, Steel testing, etc. The Owner's Representative may assist in determining location of tests as well as required tests.
- C. The Owner will provide payment for all primary testing. Repeated testing caused by the Contractor's unjustifiable failure to prepare conditions for passing results shall be deducted from funds due to Contractor at the established rate in the Owner's agreement with testing laboratory.
- D. Employment of a laboratory by the Owner shall in no way relieve the Contractor of its obligations to perform the Work.
- E. **Scope Of Work:** The independent testing laboratory shall perform all tests required by the Contract Documents, applicable codes, manufacturer's recommendations, governing laws, rules and regulations and those tests required for approvals by public agencies and authorities.
- F. **Limitations of authority of testing laboratory:** The laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge the requirements of the Contract Documents.
 - 2. Approve or accept any portion of the Work.
 - 3. Perform any duties of the Contractor.
- G. **Contractor's Responsibilities:**
 - 1. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - 2. When tests or inspections cannot be performed after such notice, the Contractor shall reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.
 - 3. Cooperate with laboratory personnel, provide access to Work, and to manufacturer's operations.
 - 4. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
 - 5. Provide to the Owner Representative a preliminary design mix proposed to be used for concrete, and other materials mixes, which require control by testing laboratory as specified in the Contract.
 - 6. **Furnish incidental labor and facilities:**
 - I. To provide access to Work to be tested.
 - II. To obtain and handle samples at Project site or at source of product to be tested.
 - III. To facilitate inspections and tests.
 - IV. For storage and curing of test samples.
- B. Employ and pay for services of a separate, equally qualified Independent Testing
- C. **Laboratory (approved by the Owner) to perform additional inspections, sampling and testing required:**
 - 1. For Contractor's convenience.
 - 2. When initial tests by the Owner's testing laboratory indicate Work does not comply with Contract Documents and the Contractor wants a second opinion.

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- D. Make arrangements with laboratory and pay for additional samples and tests required for the Contractor's convenience.
- E. Pay for removal costs of rejected materials, reinstallation of new materials and the costs of other corrective action.
- F. If required, the photometric test shall be the responsibility of the Contractor. The Contractor shall hire a Florida registered professional electrical engineer to perform the photometric test of the new lights and provide signed and sealed results to provide Owner.

1.27 INSPECTIONS

- A. The Contractor shall comply with all the requirements of the Florida Building Code and of the building officials having jurisdiction related to permits, inspections, and certificates of occupancy.
- B. Special Inspections required by the Florida Building Code for the Work shall be conducted by the Owner's Representative, and/or another Owner designated professional. Notification by Contractor for these special inspections shall be made 72 hours prior to the time inspection(s) is/are needed. All requests for inspection shall be in writing by the Contractor. The Contractor is to coordinate with the Owner's Representative and the Owner.

1.28 WEATHER

Pursuant to Article 8. (Contract Time C.2) of the Standard Construction General Contract Conditions, for the purpose of any request(s) for time extension(s) due to weather more severe than the norm (rain delays): Weather more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the Owner's Representative. Weather more severe than the norm is defined as any situation exceeding the mean data as recorded by The National Climatic Data Center, Asheville, North Carolina, and published by the National Oceanic and Atmospheric Administration (this data is taken from the table of normal, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). For the calculation of delays due to rain, precipitation of 0.01 inches or more a day above the norm occurring during normal work hours shall be a rainy day if the rain actually prevented the Contractor from performing work. The effects of weather less severe than the norm may be considered in granting time extensions at the Owner's sole discretion.

1.29 INVOICES AND PAYMENTS

- A. Progress payments to be submitted monthly on approximate dates as agreed to at the Pre-Construction meeting.

1.30 REQUEST FOR INFORMATION (RFI)

- A. In General:
 - 1. This section covers Request for Information (RFI) from the Contractor. RFI in this section is defined as: the solicitation by the Contractor for clarifications, interpretations, verifications and/or corrections of the Contract Documents.
 - 2. The Contractor shall comply with this section for all such requests for information (RFI's). All costs incurred by the Contractor in preparing these requests shall be borne by the Contractor and are part of this contract.
 - 3. Any delays or impacts caused by the Contractor's failure to conform to the requirements of this section shall be solely the Contractor's responsibility and shall not be cause for any time extension and/or additional compensation.
- A. Request For Information Requirements:
 - 1. The Contractor is responsible for reviewing all Contract Documents related to a particular work-product well in advance of the performance of such work. This review

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shall be planned to allow sufficient time to obtain resolution of any required RFI, as defined in this section.

2. All RFI's shall be submitted to the Owner Representative with a copy to the Owner. Any RFI submitted by the Contractor must include the following information (RFI's not in compliance with these requirements may be returned to the Contractor without further action):
 - a) Date submitted.
 - b) Contract number and title.
 - c) Contractor's name.
 - d) Description of the request, including any supportive drawings, sketches, or additional information.
 - e) List of scheduled activities which may be impacted by the request and a brief explanation as to why there would be a schedule impact and specific date constraints.
 - f) Clear description of what response the Contractor is expecting.
 - g) All RFI's shall be signed by the Contractor's project manager.

B. RFI Processing Procedure:

1. Upon receipt of the RFI, the Owner Representative shall promptly date-stamp the request. The Owner Representative is required to keep a log of all RFI's including receipt date and date returned to the Contractor.
2. The Owner Representative shall review the request to determine if further information is required from the Contractor, once the RFI is resubmitted by the Contractor, the RFI shall be re-stamped. The Owner Representative will coordinate a response and transmit the answer to the RFI to the Contractor with a copy to MDC.

- C. Time allowed for processing RFI's: Although every attempt will be made to expeditiously resolve all RFI's, MDC shall have fourteen (14) calendar days to respond to an RFI, from the date the RFI is received by the Owner Representative, including all necessary information needed to formulate a response. Failure by the Contractor to allow sufficient time for Owner Representative to formulate a response to an RFI, as specified in this section, shall not constitute grounds for a delay claim from the Contractor.

1.31 CONSTRUCTION PHOTOGRAPHS

- A. The Contractor must provide professional quality still color photographs of all construction areas prior to start of work and take professional quality color photographs to record the construction process periodically during the progress of the Work.
- B. Progress photographs shall be submitted to the Owner Representative with each payment application.
- C. When applicable, photographs shall be taken at each of the major stages of construction listed below:
 1. Prior to commencement of any demolition /removal work.
 2. Of existing improvements that are to remain prior to commencement of work adjacent thereto.
 3. Of existing improvements upon completion of adjacent work.
 4. Of existing structures that are to be relocated, both before and after relocation.
 5. Upon completion of foundations of new structure.
 6. Upon completion of structural framing of new structure.
 7. Upon enclosure of new structure.
 8. Upon completion of construction of new structure.
 9. Upon completion of facilities ready for installation of equipment.
 10. Upon completion of installation of equipment and facilities.
 11. Upon completion of all work and finishes.
- D. Views and Quantities Required:
 1. One view of each item listed above.

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2. Five views of overall project sites monthly, as directed by the Owner Representative.
3. High Resolution digital photography is acceptable.

1.32 CUTTING AND PATCHING

- A. Submittals: The Contractor must submit written request in advance of cutting or alteration which affects:
 1. Structural integrity of any element of the Project.
 2. Integrity of weather-exposed or moisture-resistant element.
 3. Efficiency, maintenance, or safety of any operational element.
 4. Visual qualities of sight exposed element.
 5. Work of Owner or separate contractor
- B. Items to include in written request (described above):
 1. Identification of Project.
 2. Location and description of affected work.
 3. Necessity for cutting or alteration.
 4. Description of proposed work and products to be used.
 5. Alternatives to cutting and patching.
 6. Effect of work on Owner and separate contractors.
 7. Written permission of affected separate contractor.
 8. Date and time work will be executed.
- A. Materials:
 1. Materials to be of the same type and quality as the original installation.
 2. Any change in materials must be included through the request for substitution procedures.
- B. Execution: In general, the Contractor must execute cutting, fitting and patching to complete the Work, and to;
 1. Fit the several parts together to integrate with other work.
 2. Uncover the work to install ill-timed work.
 3. Remove and replace defective and nonconforming work.
 4. Remove samples of installed work for testing.
 5. Provide openings in elements of the Work for penetrations of mechanical and electrical work.
- C. Inspections:
 1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
 2. After uncovering, inspect conditions affecting performance of work.
 3. Beginning of cutting and patching means acceptance of existing conditions.
- D. Preparation:
 1. Provide support to assure structural integrity of surroundings, devices, and methods to protect other portions of the Work from damage.
 2. Provide protection from the elements for areas which may be exposed by uncovering work.
- E. Performance:
 1. Execute work employing methods that will avoid damage to other work and in a manner, which will provide proper surfaces to receive patching and finishing.
 2. Cut rigid materials using tools suited for the intended purpose. Power actuated tools are not allowed without prior approval.
 3. Restore work with new products in accordance with requirements of the Contract Documents.
 4. Fit work watertight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
 5. At penetrations of fire rated wall, ceiling, or floor construction, completely seal voids with fire-rated materials, full thickness of the construction element.

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6. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly; refinish entire unit.

1.33 CONSTRUCTION CLEANING

- A. Materials: Materials for construction (progress) cleaning may be new or used but shall be suitable for intended purpose and adequate for the required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.
- B. Construction Progress Cleaning:
 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 2. Efforts shall be made to avoid fire hazards during construction.
 3. Remove debris and rubbish from pipe chases, plenums and other closed or remote spaces prior to enclosing the space.
 4. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
 5. Remove waste materials, debris, and rubbish from site periodically and dispose off-site at legal facility.
 6. In accordance with the applicable Building Code, the Contractor must take necessary precautions to secure the construction site when there is an impending threat of a hurricane.

1.34 SUBSTANTIAL COMPLETION

- A. In addition to the requirements of the SCGCC Article 8. (Contract Time, D-1), the following items/conditions must be satisfied before Substantial Completion will be approved/granted/recognized:
 1. Notwithstanding any clause in the Agreement to the contrary, the Contractor must furnish the Owner with a "Certificate of Occupancy", or a "Certification of Completion" (as applicable depending on the nature of the scope) from the permitting agency having jurisdiction as a condition precedent to Substantial Completion. At Owner's full discretion, if conditions or circumstances beyond the Contractor's fault and/or influence prevent the issuance of such certificate(s), the Owner may consider acceptance of a Temporary Certificate of Occupancy (TCO), or a Temporary Certificate of Completion (TCC).

1.35 FINAL CLEANING

- A. The Contractor must employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. The Contractor must complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
 1. Remove labels that are not permanent labels.
 2. Clean transparent materials, including mirrors and glass indoors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

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5. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas clean; remove stains, spills other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
6. Pest Control: Engage an experienced exterminator to make inspection, and rid the Project of rodents, insects, and other pests.
7. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
8. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of them in a lawful manner.
9. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

1.36 AS-BUILT DRAWINGS

- A. This contract requires the submission of As-Built Documents (also known as As-Built Drawings, and/or as-built, Record Documents, and Red Line Drawings during preparation) to be always maintained on the site. Accurate surveys (Inverts, Dimensions, Locations, etc.) are to be reflected on Red Line (as-built) plans.
- B. The Contractor shall provide one (1) electronic set of signed and sealed As-Built Drawings at completion of work. Final requisition for payment will not be processed without submission of as-built drawings.
- C. The Contractor shall maintain updated red line As-Built Drawings at the jobsite for review as part of the monthly requisition review meeting. All projects must have As-Built Drawings completed, received, reviewed, and approved by the Owner's Representative and the Owner prior to authorizing final payment to the Contractor. All As-Built Drawings must be submitted in the form of a PDF copy and in CADD file format (AutoCAD disk, CD/DVD).
- D. The following requirements shall apply to all as-Built Drawings to be submitted in CADD file format (AutoCAD disk, CD/DVD):
 1. Drawings Files (CAD Files and PDF Files) shall exactly match hard copy documents. The stamp from the professional of record may be omitted.
 2. Media/Compression:
 - a. Submitted on CD labeled with project name, project number, drawings included, date, company/Contractor name, and contact name and telephone number.
 - b. Drawing names should be identical to hard copy drawing sheet number or Model File name. Please refer to Section 3, Miami-Dade County, Library Department (MDPLS), CAD Standards Manual (Please refer to Section 4, MDC CAD Standards Manual).
 - c. Zipped files should be named "Project Number.exe". Only self-extracting archives should be used. Directions must be included with the transmittal and electronically in the root directory of the electronic media in *.txt format.
 - d. PDF files of all related documents, as well as CAD drawings are required as part of the electronic deliverable package.

SPECIAL PROVISIONS

- e. Only the layer described at MDC CAD Standards Manual shall be used. If a new layer needs to be added it shall be following National CAD Standards Version 4.
- f. All XREFs shall be included in the submittal package. XREFs shall be inserted on a collection of XREF designated layers and should be included in the same directory as the referencing file or if file folders are used, they shall be constructed with relative paths (i.e.\XREF name) in lieu of hardcoded letter drives and paths. (Do not use C:\myXREFs\XREFname). Do not bind or insert XREFS into drawings.
- g. All font files and line types shall be included in the submittal package. CONTRACTOR is responsible for transfer of license for any purchased line types or fonts.
- h. All color table books (.ctb files) or Style table books (.stb) used for plotting and line weights shall be included in the submittal package, but layer line weight and layer line type should include in the layer definition. vii. Metadata shall be provided for all submitted files in the form of a matrix (Metadata template:) as a Microsoft excel file.
- i. Metadata shall include:
 - File name (SDP03001A-XP01.dwg)
 - Corresponding hard copy drawing name (A-02)
 - Description (Recreational Building)
 - All NEW Layer names and descriptions (Layer Description) added to MDMDPLS Layer standards.
 - XREF file names and descriptions (C1439939.dwg XREF-exterior)
 - Data sources (ACME Corporation)
 - Project description information, dates and contact information.
- j. Electronic Drawing Format: Drawings shall be in current AutoCAD DWG format or next closest previous version. DXF and DWF are not acceptable. PDF files should accompany the submittal but may not be submitted in lieu of DWGs. DWG files should be last saved with the default ACAD.MNU menu. If converting from a format other than DWG, ensure all graphic elements, fonts, line types are preserved.
- k. Datums and Survey related files Drawings shall be referenced to the Florida East Zone/ NAD 83-90 HARN Feet State Plane Coordinate System. All elevations will be based on NAVD88. Architectural drawings may use architectural units on a coordinate system convenient for the project, and reference a NAD83 coordinates at each building corner. Drawings shall be in 2D with z = 0 feet. 3D and BIM documents are welcome in addition, but not in lieu of standard submittals.
- l. Only data collection devices having alphanumeric capability to record comment, descriptions, and other relevant project information are to be used. Collection of field survey data should be comprehensive. All ground features pertinent to the required end product should be collected as part of the field effort.
- m. When submitting plans that include surveyed ground surfaces, a field book files, Survey LandXML files or an ASCII text files containing all elevation points shall be delivered.
- n. Drafting:
 - 1) All lines must be snapped/closed.

SPECIAL PROVISIONS

- 2) Drawings shall not contain multiple overlaid lines or lines with multiple segments unless overlaid lines or adjacent line segments are assigned to different layers.
 - 3) Drawings shall be purged of empty, unused, or non-essential drawing data.
 - 4) Files containing multiple drawing sheets shall be broken down into separate drawings containing single sheets. Only one drawing and one title block per file.
 - 5) PLINES should be used where appropriate instead of LINES.
 - 6) All drawings will be developed in full scale format (one foot = one foot) and will be maintained as an integrated whole with individual drawings plotted using paper space.
 - 7) Entity colors shall be defined "by layer."
 - 8) Blocks shall be created on layer 0. Use 1:1 scale to create blocks and insert at the appropriate scale.
 - 9) Attributes shall be defined on layer 0 (zero).
 - 10) Layering standards described at MDC CAD Standards shall be used. If a layer is added it shall follow National CAD Standard (NCS) layering standards.
 - 11) Only native AutoCAD fonts, line types, and hatch pattern shall be used.
 - 12) All shades and fills must be decipherable when the drawing is reproduced using blue line and photocopy methods.
- E. Upon completion of the Work, the Contractor shall submit all Record Documents to the Owner Representative in time to be used for the final inspection and acceptance and for verification by the Owner Representative. , The Record Documents shall become the property of the Owner. Availability of the Record Documents shall be a prerequisite to scheduling a final inspection for this Construction Contract. The non-availability of Record Documents or inaccuracies therein may be grounds for cancellation and postponement of any scheduled final inspection by the Owner Representative until such time as the discrepancy has been corrected.

1.37 WARRANTIES AND BONDS

- A. The warranties provided by the Contractor shall be for the longest period, starting on the date of Substantial Completion, of those specified below:
1. Two year from Substantial Completion on all work, as specified in the General Conditions, or;
 2. Warranty period(s) as specified by the approved material or equipment manufacturers, or;
 3. Longer warranty period(s) as specified.
- B. The Contractor shall provide certifications and other commitments, extended warranties, and agreements for continuing services as specified elsewhere in the Contract Documents.
- C. Reinstated warranty as applicable. See Article 7 (Prosecution of the Work) M-1 of the SCGCC.
- D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- E. Definitions: Standard product warranties are reprinted written warranties published by the individual manufacturers for particular products and are specially endorsed by the manufacturer to the Owner.
- F. Warranty Requirements:
1. Related Damages and Losses: When correcting warranted work that has failed, remove, and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
 2. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

SPECIAL PROVISIONS

3. Replacement Cost: Upon determination that work covered by a warranty has failed, replace, or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
4. Owner Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
5. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with acceptable warranties and to limit selections to products with warranties not in conflict with the requirements of the Contract Documents.
6. The Owner reserves the right to refuse to accept work for the Project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
7. All warranties, including standard one-year warranty, shall start at date of Substantial Completion of the Contract, accepted and taken-over for use by the Owner. Ensure that all warranties comply with this stipulation prior to submission of same.
8. The Owner will give prompt notice in writing to the Contractor of any defects noted during the warranty periods requesting him to promptly remedy such defects.
9. Prior to final acceptance, the Contractor shall formally assign to the Owner all extended warranties given by subcontractors for their work on the project, and such subcontractor shall be formally advised of the assignment.

G. Submittals:

1. Submit written warranties to the Owner Representative prior to the date of Final Completion inspection.
2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner Representative for approval prior to final execution.
3. Submit a list of all warranty items within 90 days after Notice to Proceed.
4. Prior to Final Completion compile two copies of each required warranty, and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence.
5. Bind warranties and bonds in heavy duty, commercial quality, durable 3 ring vinyl covered loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 1/2 inch by 11-inch paper.
6. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
7. Identify each binder on the front and the spine with the typed or printed title, "WARRANTIES & BONDS", the project title or name, and the name of the Contractor.
8. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.38 PROTECTION OF EXISTING TREES, SHRUBS, LAWNS

- A. The Contractor shall take all reasonable precautions and provide protection to prevent damage to property at the site or adjacent thereto, including all trees, shrubs, lawns not designated for removal, relocation or replacement in the course of construction.

1.39 ENERGY POLICY ACT

SPECIAL PROVISIONS

- A. Contractor shall assist and cooperate with any specialty consulting firm hired by the Owner to perform inspections/certifications for the purpose of energy conservation measurement and reporting in accordance with Section 179D of the Internal Revenue Code as added by Section 1331 of the Energy Policy Act of 2005, Pub. L. No. 109-58, 119 Stat. 594

1.40 ATTACHMENTS

The following attachments are considered to be a part of these General Conditions.

- Attachment “A”-Certificates of Substantial Completion and Final Acceptance
- Attachment “B”-Contractor Close-Out Documents
- Attachment “C”-Sub-Contractor’s/Supplier’s Release of Lien
- Attachment “D”-Contractor Agent to Accept Service Form
- Attachment “E”-Force Account Daily Report Form
- Attachment “F” – Stored Materials Affidavit

Miami-Dade Public Library System

CONTRACTOR'S REQUEST FOR SUBSTANTIAL COMPLETION INSPECTION

Project Number:

Project Name:

From:

Contractor (G/C): _____

To:

Contractor's Surety: _____

Consultant (A/E): _____

Project Manager (P/M): _____

Contract Completion Date: _____

Inspection Date: _____

I HEREBY CERTIFY that I, _____, am the individual or an officer of the firm, partnership or corporation herein referenced as the "Contractor" and have been properly authorized to make the following statements pertaining to the project described above:

1. The above named project will be substantially complete in accordance with the contract requirements and ready for the Consultant and Owner substantial completion inspection on _____.
2. I UNDERSTAND that I am to continue insurance coverage required by the contract until Final Acceptance, but may discontinue certain coverage as specifically permitted by the contract documents.
3. I FURTHER AGREE that neither the determination by the Consultant or Owner's Representatives that the work is complete, nor acceptance thereof by the Owner, shall operate to bar a claim against the contractor for defective or non-conforming work pursuant to the warranty requirements of the Contract.

Signature: _____

Name: _____ Date: _____

Title: _____

Note to Contractor: Submit this request at least ten (10) calendar days prior to the requested inspection date to allow for scheduling of inspection.

CC: Contractor's Surety
Consultant
Project Manager
Project File

Miami-Dade Public Library System

CONTACTOR'S REQUEST FOR SUBSTANTIAL COMPLETION INSPECTION

[] Architectural
[] Mechanical
[] Other: _____

[] Electrical
Date: _____

Prepared by: _____ Firm/Agency: _____

<u>(Item No.)</u>	<u>(Description)</u>	<u>(Notes/Remarks)</u>
-------------------	----------------------	------------------------

Miami-Dade Public Library Systems
SUBSTANTIAL COMPLETION INSPECTION – PUNCH LIST

Project Number:

Project Name:

REPRESENTATION:

TELEPHONE:

Contractor (G/C): _____

Consultant (A/E): _____

Library Operations (P/O): _____

Project Mgt. (P/M): _____

Others: _____

Contract Completion Date: _____

Inspection Date: _____

The attached pages 2 thru _____ list “punch list” items noted as a result of the Substantial Completion Inspection, conducted by the above listed person.

[] The punch list items are of a nature that will allow beneficial occupancy of the premises and will be issued as a final punch list, with the Certificate of Acceptance of Substantial Completion, after editing and typing. If any item on this preliminary punch list is inaccurate notify the Consultant and/or the Owner’s Project Manager immediately. These punch list items shall be corrected on or before the mutually agreed upon date of _____.

[] The punch list items listed are of a nature that would preclude beneficial occupancy of the premises by the Owner and therefore, Substantial Completion is denied at this time. Items listed on the attached page (s) 2 thru _____ must be completed prior to re-inspection.

REMARKS:

Approved: _____
(Consultant)

Approved: _____
(Project Manager)

Distribution: Contractor
Consultant
Construction Contract Specialist
Project File

Concurrence: _____
(Operations Representative)

Accepted: _____
(Contractor)

Miami-Dade Public Library System
SUBSTANTIAL COMPLETION INSPECTION – PUNCH LIST

[] Architectural
[] Electrical
[] Mechanical
[] Other: _____

[] Preliminary Punch List
[] Final (edited) Punch List

Date: _____

Prepared by: _____ Firm/Agency: _____

<u>(Item No.)</u>	<u>(Description)</u>	<u>(Notes/Remarks)</u>
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Miami-Dade Public Library System

CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

Project Number:

Project Name:

Using Agency (U/A): _____

Consultant (A/E): _____

Contractor (G/C): _____

Contractor's Surety: _____

Contract Completion Date: _____

The Work performed under the subject contract has been reviewed, and subject to Contract requirements, has been found to be substantially Completed as of: _____.

A Punch List of items to be completed or corrected is appended hereto. This list shall be completed on or before the mutually agreed upon date of: _____.

In the event that the Punch List items are not correct by the above date, the Contract stipulations regarding Liquidated Damages will be imposed until such time as the work is certified by the Consultant and the County to be complete in all respects and a Certificate of Final Acceptance is issued.

Signature: _____
(Project Manager)

Recommended: _____
(Consultant)

Distribution:

Original (Hold & attach to next requisition)

Contractor

Consultant

Director, Miami-County Library System

Risk Management Division (Attach copy of previous requisition)

Project Manager

Chief, Capital Programs Division

Capital Programs Division Project File

Accepted: _____
(Director
Capital Programs Division)

Miami-Dade Public library System

CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

[] Architectural [] Preliminary Punch List
[] Electrical [] Final (edited) Punch List
[] Mechanical
[] Other: _____ Date: _____

Prepared by: _____ Firm/Agency: _____

(Item No.) (Description) (Notes/Remarks)

Miami-Dade Public Library System

CERTIFICATE OF FINAL ACCEPTANCE

Project Number:

Project Name:

Consultant (A/E): _____

Contractor (G/C): _____

THE UNDERSIGNED hereby certifies that to the best of our knowledge and belief, based on observation of the work under the terms of the Agreement, we have found the County project described herein to be complete and in conformity with the construction contract requirements including completion of all "Punch List" items and the furnishing of all other items required. We, therefore, recommend that Final Acceptance Date be established as:

_____.

The following is a summary of approved changes to the contract sum:

1. Original Contract Sum \$ _____
2. Additive Change Order \$ _____
3. Deductive Change Order \$ _____
4. Liquidated Damages \$ _____
@ \$ _____ per day from _____ to _____
@ \$ _____ per day from _____ to _____
5. Other Changes (explain below) \$ _____

Final Adjusted Contract Sum \$ _____

Explanation for (5) above:

Substantial Completion of this project was established as _____, therefore, the year's Guarantee expires on _____.

Recommended: _____
(Project Manager)

Approved: _____
(Division Chief)

Approved: _____
(Project Manager)

Distribution:
Original (Hold & attach to next requisition)
Contractor
Consultant
Small Business Division
Project File

Miami-Dade Public Library System

CONTRACTOR RELEASE

Contract No. :

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

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

(COMPANY SEAL)

Contractor

Signature

WITNESS :

Print Name : _____

Print Title : _____

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

CERTIFICATE

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

(CORPORATE SEAL)

Signature

Miami-Dade Public Library System

AGREEMENT

ON

FINAL QUANTITIES AND AMOUNTS

Contract No.:

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

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

(Company Seal)

Contractor

Signature

Date

Consultant/Architect/Engineer

Date

Print Name

Print Name

Print Title

Miami-Dade Public Library System

FINAL AFFIDAVIT

Contract No. :

The undersigned Contractor, _____, certifies and warrants to the **Miami-Dade Public Library System** that _____ has paid in full and completely discharged any and all claims, demands, obligations and liabilities of _____ connection with or arising out of **Contract No.** _____, including without limitation, all claims for labor performed and materials, supplies, equipment and other items furnished or used in connection with performance of said Contract.

(COMPANY SEAL)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

Miami-Dade Public Library System

MEMORANDUM OF UNDERSTANDING

Contract No. :

WHEREAS, _____, (hereafter referred to as the " Contractor ") and the **Miami-Dade Public Library System**, the parties hereto, have mutually agreed to the **total Contract amount** in the sum of _____ and a final payment of for a **COMPLETE CLOSE-OUT of Contract No.** _____.

It is understood and expressly agreed that :

- (1) This Memorandum of Understanding is subject to the recommendations of the Project Manager and the Capital Programs Director.
- (2) In consideration of the payment by the Library Department of a **total Contract amount** of _____, (inclusive of all finalized Change Orders), the Contractor hereby withdraws with prejudice all Claims, Disputes, and Appeals of the Contractor or any of its Subcontractors or Suppliers under the subject Contract. The Library Department likewise, withdraws with prejudice, all Claims and/or Back charges it has against the Contractor.
- (3) The retention withheld in **Pay Request No.** _____ is _____ and will be paid in full. Therefore, the Contractor acknowledges the final payment of in **Pay Request No.** _____ as the outstanding balance due to date on the Contract.
- (4) Miami-Dade County reserves the right to complete an audit upon the request of the Capital Programs Director, Planning and Development, Architecture and Engineering, Construction Management & Communications when warranted.
- (5) All terms and conditions of the Contract otherwise remain unchanged including the Contractor's liabilities for warranties, latent defects and the like.

- (6) The execution of this Memorandum and payment in accordance with these terms, and the finalized Contract Change Orders, shall constitute a full accord and satisfaction of all Claims and all rights of the parties against each other, except for claims of the Owner for latent defects discussed after the date of this Memorandum or for warranty items.

(COMPANY SEAL)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

RECOMMENDED

By: _____
Project Manager, MDPLS

APPROVED

By : _____
Director, Capital Programs Division, MDPLS

Miami-Dade Public Library System

CERTIFICATE OF SUB-CONTRACTOR STATUS

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

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

This also certifies that the outstanding amounts will be paid to the respective sub-contractors as soon as funds are received from Miami-Dade County Public Library System.

(COMPANY SEAL)

Contractor

Signature

Print Name & Title

Date

ALL SUBCONTRACTORS WORKING ON THIS PROJECT MUST COMPLETE THIS FORM.
Contract No. Attachment B

FINAL RELEASE OF LIEN

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____ and _____/100 dollars (\$_____) paid by the _____ receipt of which is hereby acknowledged, hereby releases and quit claims to the said _____ it successors and assigns, and _____ the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building or premises legally described as _____ on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS THEREOF, I have hereunto set my hand seal this _____ day of _____,
20____.

WITNESSES:

_____(SEAL)

_____ By _____

State of _____)
County of _____) ss

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

Notary Signature: _____ Notary Seal: _____

Type or Print Name: _____

--	--

Contract No.

Attachment B

MIAMI-DADE COUNTY
PUBLIC LIBRARY SYSTEM

SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

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

Project No.: _____ Date: _____

Project Title: _____

Subcontractor: _____

Requisition No.: _____ From: _____ To: _____

Amount: _____

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

(COMPANY SEAL)

Legal Name of Subcontractor

Title

Signature

State of _____)

) SS

County of _____)

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

[] who is personally known to me or [] who has produced _____ as identification and who [] did [] did not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:



PROJECT No. _____

MIAMI-DADE COUNTY

CONSENT OF SURETY COMPANY TO REQUISITION PAYMENT

PROJECT TITLE: _____

PROJECT LOCATION: _____

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

IN THE AMOUNT OF: _____

CONTRACTOR: _____ CONTRACT No. _____

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

_____, ON BOND OF
(ADDRESS)

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

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

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

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

IN WITNESS THEREOF,

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

SURETY COMPANY

SIGNATURE OF AUTHORIZED REPRESENTATIVE*

ATTEST:
(SEAL)

(*ATTACH SURETY'S POWER OF ATTORNEY)

TITLE

FORCE ACCOUNT DAILY REPORT - LABOR, MATERIAL & EQUIPMENT										DATE: _____ CONTRACTOR: _____	
CONTRACT No. _____ REPORT No. _____											
CONTRACT CHANGE NOTICE/ MDTA LETTER: _____ of _____											
IMPORTANT - THIS FORM MUST BE SIGNED AND SUBMITTED NOT LATER THAN THE DAY FOLLOWING DATE WORK WAS PERFORMED											
The following work was performed this date requiring the use of the Labor Force, Materials, Equipment, Special Forces and Services listed hereon:											
Description of work performed: _____											

LABOR					EQUIPMENT						
NAME	CRAFT	HR RATE	HOURS	TOTALS	MAKE	MODEL	DESCRIPTION	Hours	RATE	EXT.	
CERTIFIED CORRECT BY: _____											DATE: _____
MATERIAL INVOICE ON UNIT PRICES TO BE PROVIDED NO INVOICE OLDER THAN 30 DAYS ACCEPTED.											
ALL EQUIPMENT RATES ARE ADJUSTED TO REFLECT CALIFORNIA BLUE BOOK FLORIDA RATE DISCOUNT											
MATERIAL											
QUAN.	UNIT	DESCRIPTION								RECAP	
										LABOR	
										MATERIALS	
										EQUIPMENT	
CERTIFIED CORRECT BY: _____											DATE: _____
TOTAL THIS SHEET											
EXTENSION OF LABOR, MATERIAL & EQUIPMENT VERIFIED											
BY: _____											
INSPECTOR _____ DATE _____											
00700.E -											

DATE: _____

CONTRACTOR AGENT TO ACCEPT SERVICE

CONTRACT No.: _____

CONTRACT TITLE: _____

CONTRACTOR: _____

NOTICE TO PROCEED (NTP) DATE: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR TELEPHONE No.: _____

AGENT'S NAME: _____

AGENT'S TITLE: _____

AGENT'S ADDRESS: _____

AGENT'S TELEPHONE No. _____

Contractor Corporate Representative

Submitted By: _____

SIGNATURE

CONTRACTOR

Contract No.

Attachment D

[illegible]

He/She acknowledges that the contractor has full and continuing responsibility to insure and protect such materials and to maintain them in proper condition to fulfill the contract requirements when installed.

The undersigned states that he/she has clear, marketable title to the materials, which are described in the table above.

He/She certifies that he/she is authorized to make this affidavit on behalf of the contractor, that the facts contained herein are true of his/her own personal knowledge, and this affidavit has been made to induce the Miami-Dade Public Library System (MDPLS) to make payment for materials not yet incorporated in the work of the contract.

Sworn to me before this:

_____ day of _____, 20_____

Signature of Affiant

Notary Public

Title

Supporting documents attached to this affidavit:

- Bill of Materials (Bom)/Invoices
- Photographs
- Insurance certificates for bonded warehouse

**MIAMI-DADE PUBLIC LIBRARY SYSTEM
VOLUME I
PROJECT MANUAL
APPENDIX**

**Miami Lakes Library Branch
C23-MDPLS-02-ML-ESP**



APPENDIX

- Appendix A SBD Project Worksheet
- Appendix B Reports: Asbestos Report and Elevation Certificate
- Appendix C Owner Provided System Information: Burglar Alarm Equipment and CCTV Requirements
- Appendix D Design Criteria for Design-Build Components: Audiovisual/Low Voltage and Interior Signage and Wayfinding

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



SBD Worksheet

Miami Lakes Library

Exterior Improvements and Comprehensive Interior Renovations

C23-MDPLS-02-ML-ESP

2025

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



Office of Small Business Development

Project Worksheet

Project/Contract Title: Exterior improvements and Interior Renovation of the Miami Lakes Branch Library Received Date: 9/15/2023

Project/Contract No: C23-MDPLS-02-ML-ESP Funding Source: Other

Department: Libraries

Estimated Cost of Project/Bid: \$6,952,105.13

Description of Project/Bid: Miami-Dade Public Library System is preparing to solicit a professional registered General Contractor for complete construction services for the exterior improvements, the addition of a new building structure of 5,000 square feet and a comprehensive renovation of the existing library building of approximately 11,334 square feet of air-conditioned space. The renovations are seeking LEED silver certification. The construction is to be performed in accordance with the Construction Documents and Specifications prepared by ELM Arch LLC for MDPLS.

Contract Recommendation		
Measure	Program	Goal Percent
Goal	SBE – Con	27.00%
Goal	SBE – Goods	1.00%

Reasons for Recommendation
<p>SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-Con).</p> <p>SBD reviewed this project pursuant to Implementing Order(s) 3-22 and 3-41 for SBE-Con and SBE-Goods measures. Project information analyzed included the project's scope of services, minimum requirements/qualifications, and funding source. An attempt was made to assign this project a Set-Aside measure; however, three or more firms did not respond to the Verification of Availability to Bid as being able to meet the project's requirements.</p> <p>An analysis of the factors contained in Implementing Order 3-22 indicates a 27.00% Small Business Enterprise - Construction (SBE-Con) subcontractor goal is appropriate for the trades of: Glass and Glazing work at 7%, Plumbing and Fire Suppression systems work at 5%; and electrical contractor work at 15%.</p> <p>CWP Not Applicable: Not in a DTA (Designated Target Area).</p> <p>SMALL BUSINESS ENTERPRISE - GOODS (SBE-Goods).</p> <p>An analysis of the factor contained in Implementing Order 3-41 & Ordinance 16-109 indicate that a 1.00% SBE-Goods subcontractor goal is appropriate to the Goods portion of this contract in Commodity areas Construction Materials (15010), and Electrical Wire & Cable (28095).</p> <p>The SBE-Con Subcontractor Goal can be met by First Tier, Second Tier and Third Tier, certified, SBE-Con firms.</p> <p>NAICS 237990 Other Heavy and Civil Engineering Construction, NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors, NAICS 238910 Site Preparation Contractors, NAICS 236220 Commercial and Institutional Building Construction, NAICS 238990 All Other Specialty Trade Contractors, NAICS 238150 Glass and Glazing Contractors, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NAICS 238160 Roofing Contractors</p>

Small Business Contract Measure Recommendation	
Subtrade	Category
Glass and Glazing Contractors	SBE-Con
Plumbing, Heating, and Air-Conditioning Contractors	SBE-Con
Electrical Contractors and Other Wiring Installation Contractors	SBE-Con
Construction Materials	SBE-Goods
Electrical Wire & Cable	SBE-Goods

Living Wages:

YES ☐ NO ☒

Highway:

YES ☐ NO ☒

Heavy Construction:

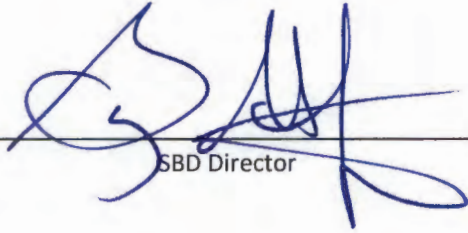
YES ☐ NO ☒

Responsible Wages:

YES ☒ NO ☐

Building:

YES ☒ NO ☐


SBD Director

10-4-23
Date

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



Asbestos Report

Miami Lakes Library

Exterior Improvements and Comprehensive Interior Renovations

C23-MDPLS-02-ML-ESP

2025

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



Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

Project Number: 2023-1987

Table of Contents - Asbestos Report

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ARS Environmental

• Environmental Testing Services • Asbestos Surveys • Hazardous Building Material Surveys • Mold Assessments • Lead Inspections
• Site Investigations/Assessments • Indoor Air Quality Testing • Monitoring • Radon Gas Measurements • Chemical Exposure Monitoring

Report Printed: 6/17/2023

Project: 20231987

Page 1 of 16

Prepared For:

Angel Lopez

ELM ARCH, LLC

8950 SW 74th Ct., #1204

Miami, FL 33156

On 6/15/2023, ARS Environmental, Inc. conducted an asbestos survey at the following address:

Miami Lakes Branch Library

6699 Windmill Gate Rd.

Miami Lakes, FL 33014

The **Interior, Exterior, and Roof** of the above mentioned job site address was visually inspected in order to identify any building materials that may contain asbestos. The samples collected were sent to a laboratory for analysis.

The following nonsuspect materials were observed during this survey. No samples were taken: carpet, a/c duct, fiberglass, glass, metal, wood. Rubberized caulking around the windows. A/C duct fiberglass insulation observed. No fiberglass insulation observed behind walls.

Based on the results of the bulk samples sent in for laboratory analysis, no asbestos was detected in amounts greater than 1%.

It has been a pleasure working with you.
Please call on us again.

Alex Front, MSc
ARS Environmental, Inc.



ARS Environmental

• Environmental Testing Services • Asbestos Surveys • Hazardous Building Material Surveys • Mold Assessments • Lead Inspections
• Site Investigations/Assessments • Indoor Air Quality Testing • Monitoring • Radon Gas Measurements • Chemical Exposure Monitoring

Report Printed: 6/17/2023

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Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014



I hereby certify that this asbestos survey was conducted at the above referenced Job Site on 6/15/2023, and performed by Charles Parson, accredited by the EPA as AHERA Inspector(s), utilizing the code of the Federal Regulation Standards, 40 CFR, Part 763, Subpart E, Section 763.80-763.99 and the State Asbestos Regulations, Florida Statutes 469.003.

Tim Caughey, M.P.H. (IA0000016)
Florida Licensed Consultant
Asbestos Business Organization



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Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

VRET

Vern Roberts Environmental Training, Inc.
13987 94th Avenue N Seminole, FL 33776
727-239-1445

Certifies that

CHARLES PARSON, JR

Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 4-hour Inspector (Survey & Mechanical) Refresher Course on 2/14/2023, and in testimony whereof, we do confer this certificate on 2/14/2023.

Date of Course: 2/14/2023 Expiration Date 2/14/2024

Certificate # 02142303AM

Course # FL49-0006322 Provider # FL49-0003810

INSTRUCTOR

Charles Parson

ARS Environmental



ARS Environmental

• Environmental Testing Services • Asbestos Surveys • Hazardous Building Material Surveys • Mold Assessments • Lead Inspections
• Site Investigations/Assessments • Indoor Air Quality Testing • Monitoring • Radon Gas Measurements • Chemical Exposure Monitoring

Report Printed: 6/17/2023

Project: 20231987

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Prepared For:

Angel Lopez

ELM ARCH, LLC

8950 SW 74th Ct., #1204

Miami, FL 33156

Job Site:

Miami Lakes Branch Library

6699 Windmill Gate Rd.

Miami Lakes, FL 33014

	Description and Location	Approximate Size	Material Class	Condition	Physical Damage	Water Damage	Material Contact	Material Friability	Cat
Sample 1	Drywall/joint compound Throughout walls	8,000 sq. ft.	Miscellaneous	Good	None	None	High	Non-friable	Asbestos Not Detected
Sample 2	Drywall/joint compound Throughout walls	Included Above	Miscellaneous	Good	None	None	High	Non-friable	Asbestos Not Detected
Sample 3	Drywall/joint compound Throughout ceilings	3,000 sq. ft.	Miscellaneous	Good	None	None	Low	Non-friable	Asbestos Not Detected
Sample 4	Drywall/joint compound Throughout ceilings	Included Above	Miscellaneous	Good	None	None	Low	Non-friable	Asbestos Not Detected
Sample 5	Popcorn ceiling texture Throughout ceilings	2,400 sq. ft.	Miscellaneous	Good	None	None	Low	Friable	Asbestos Not Detected
Sample 6	Popcorn ceiling texture Throughout ceilings	Included Above	Miscellaneous	Good	None	None	Low	Friable	Asbestos Not Detected
Sample 7	2' x 2' Ceiling Tiles Wormlike design Auditorium Throughout ceilings	960 sq. ft.	Miscellaneous	Good	None	None	Low	Friable	Asbestos Not Detected



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Report Printed: 6/17/2023

Project: 20231987

Page 5 of 16

Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

	Description and Location	Approximate Size	Material Class	Condition	Physical Damage	Water Damage	Material Contact	Material Friability	Cat
Sample 8	2' x 2' Ceiling Tiles Wormlike design	Included Above	Miscellaneous	Good	None	None	Low	Friable	
	Auditorium Throughout ceilings								Asbestos Not Detected
Sample 9	12" x 12" Floor Tile; tan Yellow mastic	960 sq. ft.	Miscellaneous	Good	None	None	High	Non-friable	
	Throughout floor								Asbestos Not Detected
Sample 10	12" x 12" Floor Tile; tan Yellow mastic	Included Above	Miscellaneous	Good	None	None	High	Non-friable	
	Throughout floor								Asbestos Not Detected
Sample 11	Yellow carpet mastic	1,800 sq. ft.	Miscellaneous	Good	None	None	Low	Non-friable	
	Throughout floor								Asbestos Not Detected
Sample 12	Baseboard; vinyl Yellow mastic	210 In. ft.	Miscellaneous	Good	None	None	High	Non-friable	
	Throughout walls								Asbestos Not Detected
Sample 13	2' x 2' Ceiling Tiles Pinhole Design	260 sq. ft.	Miscellaneous	Good	None	None	Low	Friable	
	Back Room Throughout ceiling								Asbestos Not Detected
Sample 14	2' x 2' Ceiling Tiles Pinhole Design	Included Above	Miscellaneous	Good	None	None	Low	Friable	
	Back Room Throughout ceiling								Asbestos Not Detected



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Prepared For:

Angel Lopez

ELM ARCH, LLC

8950 SW 74th Ct., #1204

Miami, FL 33156

Job Site:

Miami Lakes Branch Library

6699 Windmill Gate Rd.

Miami Lakes, FL 33014

	Description and Location	Approximate Size	Material Class	Condition	Physical Damage	Water Damage	Material Contact	Material Friability	Cat
Sample 15	12" x 12" Floor Tile; green Yellow mastic Back Room Throughout floor	2,240 sq. ft.	Miscellaneous	Good	None	None	High	Non-friable	
									Asbestos Not Detected
Sample 16	12" x 12" Floor Tile; green Yellow mastic Back Room Throughout floor	Included Above	Miscellaneous	Good	None	None	High	Non-friable	
									Asbestos Not Detected
Sample 17	2' x 4' Ceiling Tiles Wormlike design Break room Throughout ceiling	260 sq. ft.	Miscellaneous	Good	None	None	Low	Friable	
									Asbestos Not Detected
Sample 18	2' x 4' Ceiling Tiles Wormlike design Break room Throughout ceiling	Included Above	Miscellaneous	Good	None	None	Low	Friable	
									Asbestos Not Detected
Sample 19	Interior concrete Throughout floor slab	5,000 sq. ft.	Miscellaneous	Good	None	None	Low	Non-friable	
									Asbestos Not Detected
Sample 20	Concrete masonry units structure Throughout walls	10,000 sq. ft.	Miscellaneous	Good	None	None	Low	Non-friable	
									Asbestos Not Detected
Sample 21	Exterior stucco surfacing material Throughout exterior walls	10,000 sq. ft.	Surfacing Material	Good	None	None	High	Non-friable	
									Asbestos Not Detected



Report Printed: 6/17/2023

Project: 20231987

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Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

	Description and Location	Approximate Size	Material Class	Condition	Physical Damage	Water Damage	Material Contact	Material Friability	Cat
Sample 22	Exterior stucco surfacing material Throughout exterior walls	Included Above	Surfacing Material	Good	None	None	High	Non-friable	
							Asbestos Not Detected		
Sample 23	Roof Material; Field Membrane Over building	6,000 sq. ft.	Miscellaneous	Good	None	None	Low	Non-friable	
							Asbestos Not Detected		
Sample 24	Roof Material; Field Membrane Over building	Included Above	Miscellaneous	Good	None	None	Low	Non-friable	
							Asbestos Not Detected		
Sample 25	Roof Material; Metal Flashing Over building along drip edge	330 In. ft.	Miscellaneous	Good	None	None	Low	Non-friable	
							Asbestos Not Detected		
Sample 26	Roof Material; Metal Flashing Over building along drip edge	Included Above	Miscellaneous	Good	None	None	Low	Non-friable	
							Asbestos Not Detected		

The following nonsuspect materials were observed during this survey. No samples were taken: carpet, a/c duct, fiberglass, glass, metal, wood. Rubberized caulking around the windows. A/C duct fiberglass insulation observed. No fiberglass insulation observed behind walls.

Lab Results

Report Printed: 6/17/2023

Project: 20231987

Page 1 of 4

Prepared For:
 Angel Lopez
 ELM ARCH, LLC
 8950 SW 74th Ct., #1204
 Miami, FL 33156

Job Site:
 Miami Lakes Branch Library
 6699 Windmill Gate Rd.
 Miami Lakes, FL 33014

Sample/Layer	Description and Location	Estimated Asbestos Percentage	Percentage of Nonasbestos Fibers	Percentage of Nonfibrous Materials
1	Drywall/Joint Compound		30% cellulose 10% glass	60%
2	Drywall/Joint Compound		30% cellulose 10% glass	60%
3	Drywall/Joint Compound		30% cellulose 10% glass	60%
4	Drywall/Joint Compound		30% cellulose 10% glass	60%
5	Popcorn			100%
6	Popcorn			100%
7	Ceiling Tile		45% cellulose 20% glass	35%
8	Ceiling Tile		45% cellulose 20% glass	35%
9 A	Floor Tile			100%
9 B	Mastic		10% cellulose	90%

EPA 600/R-93 116 Method for the Determination of Asbestos in Bulk Building Materials
 APPLICABILITY: this method is useful for the qualitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples. The method measures percent asbestos as perceived by the analyst.

Alex Front, Analyst

Lab Results



Report Printed: 6/17/2023

Project: 20231987

Page 2 of 4

Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

Sample/Layer	Description and Location	Estimated Asbestos Percentage	Percentage of Nonasbestos Fibers	Percentage of Nonfibrous Materials
10 A	Floor Tile			100%
10 B	Mastic		10% cellulose	90%
11	Mastic		25% synthetic 10% cellulose	65%
12	Baseboard			100%
	Mastic		10% cellulose	90%
13	Ceiling Tile		40% cellulose 30% glass	30%
14	Ceiling Tile		40% cellulose 30% glass	30%
15 A	Floor Tile			100%
15 B	Mastic		10% cellulose	90%
16 A	Floor Tile			100%

EPA 600/R-93 116 Method for the Determination of Asbestos in Bulk Building Materials
APPLICABILITY: this method is useful for the qualitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples. The method measures percent asbestos as perceived by the analyst.

Alex Front, Analyst

Lab Results

Report Printed: 6/17/2023

Project: 20231987

Page 3 of 4

Prepared For:
 Angel Lopez
 ELM ARCH, LLC
 8950 SW 74th Ct., #1204
 Miami, FL 33156

Job Site:
 Miami Lakes Branch Library
 6699 Windmill Gate Rd.
 Miami Lakes, FL 33014

Sample/Layer	Description and Location	Estimated Asbestos Percentage	Percentage of Nonasbestos Fibers	Percentage of Nonfibrous Materials
16 B	Mastic		10% cellulose	90%
17	Ceiling Tile		40% cellulose 30% glass	30%
18	Ceiling Tile		40% cellulose 30% glass	30%
19	Concrete			100%
20	Concrete			100%
21	Stucco			100%
22	Stucco			100%
23	Membrane		40% cellulose 20% glass	40%
24	Membrane		40% cellulose 20% glass	40%
25	Flashing		45% glass 15% synthetic	40%

EPA 600/R-93 116 Method for the Determination of Asbestos in Bulk Building Materials
 APPLICABILITY: this method is useful for the qualitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples. The method measures percent asbestos as perceived by the analyst.

Alex Front, Analyst

Lab Results

Report Printed: 6/17/2023

Project: 20231987

Page 4 of 4

Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

Sample/Layer	Description and Location	Estimated Asbestos Percentage	Percentage of Nonasbestos Fibers	Percentage of Nonfibrous Materials
26	Flashing		45% glass 15% synthetic	40%

EPA 600/R-93 116 Method for the Determination of Asbestos in Bulk Building Materials
APPLICABILITY: this method is useful for the qualitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples. The method measures percent asbestos as perceived by the analyst.

Alex Front, Analyst



ARS Environmental

• Environmental Testing Services • Asbestos Surveys • Hazardous Building Material Surveys • Mold Assessments • Lead Inspections
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Report Printed: 6/17/2023

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Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

Chain of Custody Forms

ASBESTOS WORKSHEET (CHAIN OF CUSTODY)

Sampling Date: 6/15/23 Job Site: 6699 Windmill Gate Rd.
 Samples Taken By: Charles Parson Miami Lakes, FL
 Project Number: 20231987 Commercial Bldg.

Turnaround:
☐ Same Day
☐ 24 Hour
☐ 48 Hour
☐ 72 Hour

PLM Analysis: Asbestos Bulk Samples
☐ Positive stop
☐ Point count on friable materials that report less than 1%

ARS Environmental, Inc.
 151 North Nob Hill Road, #462
 Plantation, FL 33324
 Phone 954-227-2402

Non Suspect Materials Observed:
☐ Carpet
☐ A/C Duct
☐ Fiberglass
☐ Glass
☐ Metal
☐ Rubber
☐ Rubberized Caulking Around Windows
☐ Terrazzo
☐ Wood
☐ Window Mounted A/C
☐ Rubberized Roofing
☐ Wood Flooring
☐ Marble Flooring

Areas Surveyed:
☐ Interior
☐ Exterior
☐ Roof

YES NO
☒ AC duct fiberglass insulation observed
☐ Insulation observed behind walls

Sample No.	Layer	Material Class	Sample Description	Bldg/Floor/Unit	Location	Approx. Size	Good-Quality Floor-P	Yes-Y Wood-N	Yes-Y Glass-N	Yes-Y Metal-N	Yes-Y Rubber-N	Yes-Y Rubberized-N	Yes-Y Wood-N	Yes-Y Glass-N	Yes-Y Metal-N	Yes-Y Rubber-N	Yes-Y Rubberized-N	Yes-Y Wood-N	Yes-Y Glass-N	Yes-Y Metal-N	Yes-Y Rubber-N	Yes-Y Rubberized-N	Yes-Y Wood-N	Yes-Y Glass-N	Yes-Y Metal-N	Yes-Y Rubber-N	Yes-Y Rubberized-N	Yes-Y Wood-N	Yes-Y Glass-N	Yes-Y Metal-N	Yes-Y Rubber-N	Yes-Y Rubberized-N
1		M	Small joint compound		throughout walls	8000 ±																										
2		"	"	"	"	"																										
3		"	"	"	throughout ceilings	5000 ±																										
4		"	"	"	"	"																										
5			Popcorn ceiling texture		throughout ceilings	2400 ±																										
6		"	"	"	"	"																										
7			2x2 wood b/c ceiling tiles		throughout ceilings in auditorium	960 ±																										
8		"	"	"	"	"																										
9			12x12 Tan Floor tile yellow mastic		throughout floor	960 ±																										
10		"	"	"	"	"																										

Transferred By: Charles Parson Date: 6/15/23 Received By: Alex Front Date: 6/15/23



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• Environmental Testing Services • Asbestos Surveys • Hazardous Building Material Surveys • Mold Assessments • Lead Inspections
• Site Investigations/Assessments • Indoor Air Quality Testing • Monitoring • Radon Gas Measurements • Chemical Exposure Monitoring

Report Printed: 6/17/2023

Project: 20231987

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Prepared For:

Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:

Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

Chain of Custody Forms

ASBESTOS WORKSHEET (CHAIN OF CUSTODY)

Sampling Date: 6/15/23 Page 2 of 3

Samples Taken By: Charles Parson Job Site: 6699 Windmill Gate Rd.

Project Number: 20231987 Miami Lakes, Pa.

Turnaround: ☒ Same Day ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour

PLM Analysis: Asbestos Bulk Samples
☐ Positive stop
Point count on friable materials
that report less than 1%

ARS Environmental, Inc.
151 North Nob Hill Road, #462
Plantation, FL 33324
Phone (954) 227-2402

Non Suspect Materials Observed:
☒ Carpet ☐ Terrazzo
☒ A/C Duct ☐ Wood
☒ Fiberglass ☐ Window Mounted A/C
☐ Glass ☐ Rubberized Roofing
☐ Metal ☐ Wood Flooring
☐ Rubber ☐ Marble Flooring
☐ Rubberized Caulking Around Windows

Areas Surveyed:
☐ Interior
☐ Exterior
☐ Roof

YES NO
☐ AC duct fiberglass insulation observed
☐ Insulation observed behind walls

Sample No.	Layer	Material Class	Sample Description	Bldg/Floor/Unit	Location	Approx. Size	Good - Fair - Poor -	Yes - No -	Yes - No -	Yes - No -	Yes - No -	Yes - No -
11	M	Miscellaneous - M Surfacing Material - S Thermal System Insulation - T	yellow carpet mastic		magnum floor	1800 sq ft	6	N	N	L	MF	
12			vinyl base board & yellow mastic		magnum walls	210 sq ft				H	MF	
13			2x2 Pinhole ceiling tiles		magnum ceiling back room	260 sq ft				L	F	
14			"	"	"	"				L	F	
15			12x12 Green Floor tile yellow mastic		magnum floor back room	2240 sq ft				H	MF	
16			"	"	"	"				H	MF	
17			2x4 wood like ceiling tiles		magnum ceiling back room	260 sq ft				L	F	
18			"	"	"	"				L	F	
19			Ind. concrete		magnum floor slab	5000 sq ft				L	MF	
20			concrete masonry w/ite structure		magnum walls	10,000 sq ft				L	MF	

Transferred By: Charles Parson Date: 6/15/23 Received By: Alex Front Date: 6/15/23



ARS Environmental

• Environmental Testing Services • Asbestos Surveys • Hazardous Building Material Surveys • Mold Assessments • Lead Inspections
• Site Investigations/Assessments • Indoor Air Quality Testing • Monitoring • Radon Gas Measurements • Chemical Exposure Monitoring

Report Printed: 6/17/2023

Project: 20231987

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Prepared For:
Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:
Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

Chain of Custody Forms

ASBESTOS WORKSHEET (CHAIN OF CUSTODY) Page 3 of 3

Sampling Date: 6/15/23 Job Site: 6699 Windmill Gate Rd.

Samples Taken By: Charles Parson Miami Lakes, FL

Project Number: 20231987 Commercial Bldg.

Turnaround
☐ Same Day
☐ 24 Hour
☐ 48 Hour
☐ 72 Hour

PLM Analysis: Asbestos Bulk Samples
☐ Positive stop
Point count on friable materials
that report less than 1%

ARS Environmental, Inc.
181 North Nob Hill Road, #462
Plantation, FL 33324
Phone (954) 227-2402

Non Suspect Materials Observed
☐ Carpet
☐ A/C Duct
☐ Fiberglass
☐ Glass
☐ Metal
☐ Rubber
☐ Rubberized Caulking Around Windows

Areas Surveyed
☐ Interior
☐ Exterior
☐ Roof

YES NO
☒ AC duct fiberglass insulation observed
☐ Insulation observed behind walls

Sample No.	Layer	Material Class	Sample Description	Bldg/Floor/Unit	Location	Approx. Size	Good to Fair?	Yes-Y	No-N	Time-H	Low-L	High-H	Fracture or Disruption
21	S	Ext. stucco	Surface Material		throughout Ext. walls	10' x 10'	6	N	N	H	WF		
22	S	"	"	"	"	"					H		
23	M	Roof Material	Fiberglass Membrane		throughout over Bldg.	6' x 10'					L		
24		"	"	"	"	"							
25		Roof Flashing	Metal Drip Edge		throughout perimeter of Bldg.	330' WF							
26		"	"	"	"	"							

Transferred By: Charles Parson Date: 6/15/23 Received By: Alex Front Date: 6/15/23



Report Printed: 6/17/2023

Project: 20231987

Page 15 of 16

Prepared For:

Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:

Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

TERMS AND CONDITIONS

Scope of Work

ARS Environmental, Inc. inspections are limited and non-destructive in nature. Any conditions or materials which were not able to be visually observed on the surface, or in easily accessible areas, were not inspected and may differ from those observed. It was not within the scope of this investigation to remove surface materials to investigate portions of the structure or materials which lay beneath the surface. Our selection of sample locations and frequency is based upon our observations and the assumption that like materials in the same area are homogeneous. This inspection report is the result of a diligent search of the facility for Asbestos Containing Building Materials (ACBM). The purpose of this inspection was to identify those materials which may pose a health hazard to occupants of a building and impart future liability to the owners and insurers of the property. However, we do not claim to have identified all of the asbestos containing building materials present in the facility. Materials such as underground pipes, any material inside walls, ceilings, floors, or other enclosed and inaccessible areas were not sampled and are not covered in this report. This report is designed to aid the building owner, architect, construction manager, general contractor, and potential asbestos abatement contractor in locating asbestos containing building materials. Under no circumstances is this report to be utilized as a proposal or a project specification document. This report is based upon conditions and practices observed at the property and information made available to the surveyor. This report does not intend to identify all hazards or unsafe practices, nor to indicate that other hazards or unsafe practices do not exist at the premises. In the event that demolition or renovation is deemed necessary, parties shall comply with all applicable laws, ordinances, rules, and regulations of federal, state, and local governmental agencies, including any National Emissions Standard Hazardous Air Pollutants (NESHAP) notification requirements.

Right of Entry

The client will provide for right of entry to ARS Environmental, Inc. personnel in order to complete the above referenced work.

Invoices

ARS Environmental, Inc. will submit invoices to client upon completion of services.

Ownership of Documents

All reports, field data, field notes, laboratory tests data, calculations, estimates, and any other



Report Printed: 6/17/2023

Project: 20231987

Page 16 of 16

Prepared For:

Angel Lopez
ELM ARCH, LLC
8950 SW 74th Ct., #1204
Miami, FL 33156

Job Site:

Miami Lakes Branch Library
6699 Windmill Gate Rd.
Miami Lakes, FL 33014

documents prepared by ARS Environmental, Inc. as instruments of service shall remain the property of ARS Environmental, Inc..

Assumptions and Limitations

The results, findings, conclusions, and recommendations expressed in this report are based only on conditions which were observed during inspections by this report. ARS Environmental, Inc. makes no representation or assumptions as to past conditions or future occurrences.

Assigns

Neither the client nor ARS Environmental, Inc. may delegate, assign, sublet or transfer his duties or interest in this agreement without the written consent of the other party.

Roof Cuts

To obtain accurate information in a roof investigation, roof cuts approximately four inch (4") squares, may be deemed necessary. It is the responsibility of our client to make appropriate repairs to these roof cuts, using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by our client should be on the roof to make any necessary repairs at the time the samples are being obtained. Although, every attempt will be made to make these repaired areas water tight, ARS Environmental, Inc. will in no way be responsible for any water damage to the roofing system, building, or it's contents resulting from ARS Environmental, Inc. temporary repairs.

Disclaimer

If in the course of a renovation or demolition activity, suspect materials become exposed, All further activity should immediately cease and the status of the material should be determined before proceeding.

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



Elevation Certificate

Miami Lakes Library

Exterior Improvements and Comprehensive Interior Renovations

C23-MDPLS-02-ML-ESP

2025

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

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>MIAMI-DADE COUNTY LIBRARY DEPARTMENT</u>		Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>6699 WINDMILL GATE RD</u>		Company NAIC Number: _____
City: <u>MIAMI LAKES</u> State: <u>Florida</u> ZIP Code: <u>33014</u>		
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>LESS WINDMILL GATE RD R/W & PROP IN OF MIAMI LAKES WINDMILL GATE SEC, PB 103 AT PG 41 FOLIO # 32-2013-004-2420</u>		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>Non-Residential</u>		
A5. Latitude/Longitude: Lat. <u>25°55'24.30"N</u> Long. <u>-80°18'31.87"W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983 <input type="checkbox"/> WGS 84		
A6. Attach at least two and when possible four clear photographs (one for each side) of the building (see Form pages 7 and 8).		
A7. Building Diagram Number: <u>1B</u>		
A8. For a building with a crawlspace or enclosure(s):		
a) Square footage of crawlspace or enclosure(s): _____ 0.00 sq. ft.		
b) Is there at least one permanent flood opening on two different sides of each enclosed area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		
c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u>		
d) Total net open area of non-engineered flood openings in A8.c: _____ 0.00 sq. in.		
e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): _____ 0.00 sq. ft.		
f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): _____ 0.00 sq. ft.		
A9. For a building with an attached garage:		
a) Square footage of attached garage: _____ 0.00 sq. ft.		
b) Is there at least one permanent flood opening on two different sides of the attached garage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		
c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u>		
d) Total net open area of non-engineered flood openings in A9.c: _____ 0.00 sq. in.		
e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): _____ 0.00 sq. ft.		
f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): _____ 0.00 sq. ft.		
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION		
B1.a. NFIP Community Name: <u>TOWN OF MIAMI LAKES</u>		B1.b. NFIP Community Identification Number: <u>120686</u>
B2. County Name: <u>MIAMI-DADE COUNTY</u>	B3. State: <u>Florida</u>	B4. Map/Panel No.: <u>12086C0116</u> B5. Suffix: <u>L</u>
B6. FIRM Index Date: <u>09-11-2009</u>		B7. FIRM Panel Effective/Revised Date: <u>09-11-2009</u>
B8. Flood Zone(s): <u>AE</u>		B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>6.00</u>
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: <input type="checkbox"/> FIS <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other: _____		
B11. Indicate elevation datum used for BFE in Item B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____		
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA		
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

6699 WINDMILL GATE RD

City: TOWN OF MIAMI LAKES

State: FLORIDA ZIP Code: 33014

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: N-357 ELEV

Vertical Datum: 7.41 FT

Indicate elevation datum used for the elevations in items a) through h) below.

☒ NGVD 1929 ☐ NAVD 1988 ☐ Other: _____

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used?

☒ Yes ☐ No

If Yes, describe the source of the conversion factor in the Section D Comments area.

Check the measurement used:

a) Top of bottom floor (including basement, crawlspace, or enclosure floor):

9.0

☒ feet ☐ meters

b) Top of the next higher floor (see Instructions):

N/A

☒ feet ☐ meters

c) Bottom of the lowest horizontal structural member (see Instructions):

N/A

☒ feet ☐ meters

d) Attached garage (top of slab):

N/A

☒ feet ☐ meters

e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):

N/A

☒ feet ☐ meters

f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☐ Finished

8.3

☒ feet ☐ meters

g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☐ Finished

8.5

☒ feet ☐ meters

h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:

N/A

☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

☒ Check here if attachments and describe in the Comments area.

Certifier's Name: ED PINO

License Number: 6771

Title: PRESIDENT

Company Name: AMERICAN SERVICES OF MIAMI, CORP.

Address: 266 GIRALDA AVENUE

City: CORAL GABLES

State: FLORIDA ZIP Code: 33134

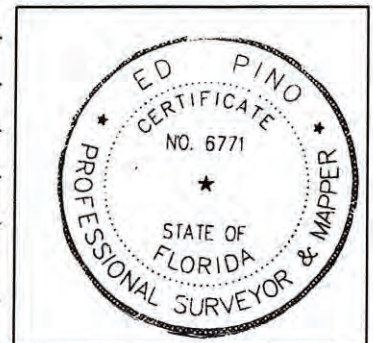
Signature: _____

Date: 07-18-2023

Telephone: (305) 598-5101

Ext.: _____

Email: info@asomiami.com



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

- HIGHEST CROWN OF THE ROAD ELEVATION IS 7.87 FEET (NGVD 1929)
- SHOWN LATITUDE & LONGITUDE WERE OBTAINED WITH A HAND HELD GPS UNIT.
- ELEVATION FOR C2(E) IS N/A BECAUSE THE A/C UNIT SERVICING THE PROPERTY, IS LOCATED ON THE ROOF.

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
6699 WINDMILL GATE RD

City: **MIAMI LAKES** State: **FLORIDA** ZIP Code: **33014**

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments: _____

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 6699 WINDMILL GATE RD	FOR INSURANCE COMPANY USE
City: MIAMI LAKES State: FLORIDA ZIP Code: 33014	Policy Number: _____
	Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b. ☐ A local official completed Section H for insurance purposes.
- G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: _____ G6. Date Permit Issued: _____
- G7. Date Certificate of Compliance/Occupancy Issued: _____
- G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____
- G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 6699 WINDMILL GATE RD	FOR INSURANCE COMPANY USE
City: MIAMI LAKES State: FLORIDA ZIP Code: 33014	Policy Number: _____
	Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). *Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.*

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) For Building Diagrams 1A, 1B, 3, and 5–9. Top of bottom _____ ☐ feet ☐ meters ☐ above the LAG floor (include above-grade floors only for buildings with subgrade crawlspaces or enclosure floors) is:

b) For Building Diagrams 2A, 2B, 4, and 6–9. Top of next _____ ☐ feet ☐ meters ☐ above the LAG higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is:

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19
BUILDING PHOTOGRAPHS
See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
6699 WINDMILL GATE RD

City: **MIAMI LAKES** State: **FLORIDA** ZIP Code: **33014**

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One

Photo One Caption: **FRONT VIEW 07/11/2023**

Clear Photo One



Photo Two

Photo Two Caption: **REAR VIEW 07/11/2023**

Clear Photo Two

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19
BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

6699 WINDMILL GATE RD

City: MIAMI LAKES

State: FLORIDA ZIP Code: 33014

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three

Photo Three Caption: **LEFT SIDE VIEW 07/11/2023**

Clear Photo Three



Photo Four

Photo Four Caption: **RIGHT SIDE VIEW 07/11/2023**

Clear Photo Four

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



Burglar Alarm (Design-Build Component) Standards

Miami Lakes Library

Exterior Improvements and Comprehensive Interior Renovations





C23-MDPLS-02-ML-ESP

2025

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


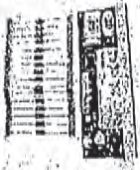

EQUIPMENT LIST



1 of 7

			Sealed Lead Acid Battery: 7 Ah Capacity, 3.7 in Ht, 5.94 in Wd, 2.56 in Dp, ABS <ul style="list-style-type: none">• Item #2UKJ4• Mfr. Model #2UKJ4		
			Flair Surface Mount Contact 2.5 Inch - Brown PART NUMBER VIP39BRN		
			DSC HS32-119CP01 PowerSeries Neo Control Panel Kit With CP-01		
			Full Message LCD Hardwired Security Keypad DSC HS2LCDPENG N		


			FLAIR VIP 4" Surface Mount Magnetic Contact Item # VIP1000-37GY Manufacturer Item # VIP1000-37 GRY		
			FLAIR ELECTRONICS VIP100-1 WHT Magnetic Contact, Surface Mount,		
			MANUFACTURER - DSC Camlock Lock & Key 544 Set for All PowerSeries Panels		
			New Revere RRJ31X-SET UL RJ31X Block with Cord Communication Circuit Accessory		

3 - of - 7

			DSC HSM2300 NEO 1A Power Supply Module		
			Dsc HSM2108 NEO 8zn Expander Module		
			NEPTUNE POWER PRODUCTS NPP1640P 16.5V 40 VA TRANSFORMER		

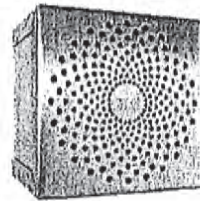
			<p>CABLE WAREHOUSE</p> <p>Plenum Cat5e Ethernet Cable, Solid Copper, Gray, Pullbox 1000ft</p> <p>Cat5e Plenum Solid Copper Ethernet Cable, Gray, UTP (Unshielded Twisted Pair), CMP, 24 AWG, Pullbox, 1000 foot - Part #: 11X6-021TH</p>		
			<p>BRAND SOUTHWIRE</p> <p>SKU: 51112-55-01</p> <p>Coleman Cable 500' 22/4 Stranded Unshielded Alarm Wire - COIL - White</p>		

6-0F-7

			Amseco Garage Door Magnetic Contact Model ODC59A		

7-OF-7

**Elk 150RT Heavy Duty Siren and
Stainless Steel Enclosure**

[illegible]

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



CCTV Standards

Miami Lakes Library

Exterior Improvements and Comprehensive Interior Renovations

C23-MDPLS-02-ML-ESP

2025

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

Interior Access Points

The library uses Meraki MR45 and MR46 model access points for the interior of library locations.

- MR45/46 Datasheet – https://documentation.meraki.com/MR/MR_Overview_and_Specifications/MR46_Datasheet
- Installation Guide – https://documentation.meraki.com/MR/MR_Installation_Guides/MR46_Installation_Guide
- Access Points can be mounted either on the ceiling or on the wall, 8 inches below the ceiling line
 - For drop ceilings, access points mount on the T-rails, data wiring can be run free wire back to telecom area if ceiling is accessible, if not accessible, ¾ inch conduit runs for data wiring back to the telecom area are needed
 - For hard ceilings, access points require single gang outlet boxes, flush mounted with the ceiling and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
 - For wall mounted, access points require single gang outlet boxes, flush mounted with the wall
 - If ceiling is accessible, data wiring can be run free wire back to telecom area from outlet box ¾ inch conduit whiptail into ceiling area
 - If ceiling is not accessible, the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
 - At least 10 inches of clearance are needed around the outlet boxes to facilitate installation

Interior Cameras

The library uses Meraki MV12W and Meraki MV22X model cameras for the interior of library locations.

- MV22X Datasheet – <https://meraki.cisco.com/product-collateral/mv22-datasheet/?file>
- MV12W Datasheet – https://meraki.cisco.com/wp-content/uploads/2020/05/meraki_datasheet_mv12.pdf
- Cameras can be mounted either on the ceiling or on the wall, 8 inches below the ceiling line
 - For drop ceilings, cameras mount on the T-rails, data wiring can be run free wire back to telecom area if ceiling is accessible, if not accessible, ¾ inch conduit runs for data wiring back to the telecom area are needed
 - For hard ceilings, cameras require single gang outlet boxes, flush mounted with the ceiling and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
 - For wall mounted, cameras require single gang outlet boxes, flush mounted with the wall
 - If ceiling is accessible, data wiring can be run free wire back to telecom area from outlet box ¾ inch conduit whiptail into ceiling area
 - If ceiling is not accessible, the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
 - At least 6 inches of clearance are needed around the outlet boxes to facilitate installation
 - Mounting Options and Guidelines Factsheet – https://documentation.meraki.com/MV/Physical_Installation/MV_Mounting_Options_and_Guidelines

Exterior Cameras

The library uses Meraki MV72X and Meraki MV63X model cameras for the exterior of library locations.

- MV72X Datasheet – <https://meraki.cisco.com/product-collateral/mv72-datasheet/?file>
- MV63X Datasheet – <https://meraki.cisco.com/product-collateral/mv63-cloud-managed-smart-camera/?file>
- Cameras can be mounted either on an overhang ceiling or on the wall, 8-12 feet from the ground
 - For ceiling mounted, cameras require double gang outlet boxes, flush mounted with the ceiling and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and **must be grounded**
 - For wall mounted, cameras require double gang outlet boxes, flush mounted with the wall and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and **must be grounded**
 - Wall mount arms are also available from Meraki, if desired
 - Wall Mount arm dimensions
 - https://files.mtstatic.com/site_13505/10913/0?Expires=1648730862&Signature=sHK6t2nRHE5Qdb079YB0o7kUhFbtKvltDONHSf~opgEbcrTfBIPQA8Ggx5FQDqCGguPFXitjHMmgArsECSACmZ95ma7PCEmTIXcYIDiZ-ndTiEE4hZqOf7mZ90givwWZ1tA8ObmgIXoxs~GF~grXgfo86KZ-ozp7~6wPfe1WY_&Key-Pair-Id=APKAJ5Y6AV4GI7A555NA
 - <https://meraki.cisco.com/product/security-cameras/security-cameras-accessories/conduit-back-box-63-93/>
 - <https://meraki.cisco.com/product/security-cameras/security-cameras-accessories/wall-mount-bracket-63-93/>
 - <https://meraki.cisco.com/product/security-cameras/security-cameras-accessories/wall-mount-l-bracket-mv63-mv93/>
 - At least 6 inches of clearance are needed around the outlet boxes to facilitate installation
 - Mounting Options and Guidelines Factsheet – https://documentation.meraki.com/MV/Physical_Installation/MV_Mounting_Options_and_Guidelines

Exterior Access Points

The library uses Meraki MR86 model access points for the exterior of library locations.

- MR86 Datasheet – https://documentation.meraki.com/MR/MR_Overview_and_Specifications/MR86_Datasheet
- Installation Guide – https://documentation.meraki.com/MR/MR_Installation_Guides/MR86_Installation_Guide
- Access Points are usually mounted on the wall 8-12 feet from the ground
- Access Points require double gang outlet boxes, flush mounted with the wall and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and **must be grounded**
- Access Points utilize 1 of 3 different types of antenna model styles, depending on the needs of the site
 - Omni Antenna (most commonly used)
 - At least 1 ft of clearance are needed around the outlet boxes to facilitate installation
 - Factsheet – <https://meraki.cisco.com/product-collateral/dual-band-omni-antennas-4-7-dbi-datasheet/?file>
 - Dual Band Antenna
 - At least 2 ft of clearance are needed around the outlet boxes to facilitate installation
 - Factsheet – https://meraki.cisco.com/lib/pdf/meraki_datasheet_antenna_dual_band_patch_8dBi_6dBi.pdf
 - Directional Dish Antenna
 - At least 3 ft of clearance are needed around the outlet boxes to facilitate installation
 - Factsheet – <https://www.cisco.com/c/en/us/td/docs/wireless/antenna/installation/guide/ant2513p4mn.html>

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



Audio Visual (Design-Build Component) Design Criteria

Miami Lakes Library

Exterior Improvements and Comprehensive Interior Renovations

C23-MDPLS-02-ML-ESP

2025

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

AUDIOVISUAL DESIGN REQUIREMENTS

DESIGN PACKAGE TO INCLUDE:

- PROJECT SCHEDULE
- COMMISSIONING OF CONFERENCE ROOMS PER FLOOR PLANS
- IT CLOSET & EQUIPMENT RACK
- ADD MICROSOFT TEAMS AND ZOOM VIDEO CONFERENCING IN MEETING ROOMS
- ADD CAMERAS LOOKING AT PRESENTER AND AUDIENCE

An all-in-one presentation system with a video and control capabilities to include a lectern, microphones (wireless), speakers, projector, and mechanical projection screen in each of the auditorium and presentation spaces. This system must be able to integrate/work with both zoom and Microsoft teams, this will require 2 video-conferencing cameras in the room. One facing the lectern/speaker and one facing the audience. The projectors and screens shall be laser and ceiling mounted. The screen needs to retract. Lighting should be dimmable in this space and if there are windows to the exterior mechanically controlled shading devices are required.

- PA SYSTEM
- DURING CONSTRUCTION ADMIN. VENDOR TO PROVIDES UPTO DATE EQUIPMENT LIST

APPROVED HARDWARE

- QSYS
- CISCO

FOR REFERENCE:

NEW CONSTRUCTION DESIGN/BUILD CRITERIA

TELECOMMUNICATIONS SYSTEMS AND REQUIREMENTS

- A. The Design/Builder shall include as part of the team a wide range of professional services in support of enterprise software, enterprise storage, enterprise (high-end) computing, networking and communications, and mobile and wireless. The Design/Builder must have the expertise necessary to design, build, and maintain complex network infrastructures in support of today's information dependent applications. The Design/Builder must be able to perform storage needs assessments and design, implement, and manage IT infrastructure solutions that provide consolidated environments that supports critical data flows over multiple networks.

- B. The Design/Builder must have a proven logistics and integration practice available that can handle all equipment from warehouse and storage to integration and testing, and finally, to deployment.
- C. Maintenance and Ongoing Support: The Design/Builder must offer onsite maintenance support and call support for their product solutions and provides onsite engineering support to provide hands on training for a period of 3 years extending beyond the 1 year warranty period.
- D. Meeting Rooms (Open meeting room and enclosed Large Meeting Room) –
 - 1. Include, as a minimum, a projection display system for the auditorium with a built-in ceiling mounted digital projector. Images shall be projected onto a built-in motorized projection screen. The projector shall be ceiling mounted and built-in to the proposed finished acoustical ceiling as to provide for both a finished look while simultaneously allowing for ease of maintenance. The proposed mounting solution must avoid the presenter from interfering with the projected image and prevent both the audience and presenter from casting shadows on the projection screen. The Design/Builder can offer, if deemed necessary by the proposed design, additional synchronized displays on motorized wall mounts to support viewers in the more distant seats. These motorized mounts will allow the displays to be folded against the wall when their use is not required and will be controlled from the lectern mounted panel. Provide proper backing (mounting boards) secured to the building structure and locate stub-up conduit and electrical service to support the installation of these displays.
 - 2. Lectern & Lectern Equipment – Provide a lectern to house source equipment used during presentations. This includes a Blu-Ray player, a client furnished dedicated PC and gooseneck microphone for speech reinforcement. The lectern shall include a laptop or mobile device connection for displaying content on the system. Support for HDMI, VGA, DisplayPort, and Video shall be provided to give users a variety of options to choose from. Also provide wireless presentation gateway device and wireless access point that will allow presenters to use wireless tablets, cell phones or any other wireless device running “iOS”, “Android” or Windows Operating Systems. Additionally, presentation content can be shared with the audience for viewing and saving on their personal wireless devices.
 - 3. Coordinate and obtain approval of color selections of lectern and room finishes with Owner. The lectern will house most of the A/V equipment to be used in the Auditorium. This will decrease the required number and amount of wiring to be passed through the available customer installed conduit between the lectern location and the equipment rack. There will be additional rack space available in the lectern for future

equipment installation. The color touch panel controller will be permanently mounted to and housed on the lectern. All system wiring between the lectern, main A/V system and displays shall be CATx based.

4. Video Infrastructure

- a. Provide a system to support video distribution of all connected video sources throughout the library. All input wall plates and video displays will be connected to this switch so that either multiple video sources or a single video source can be viewed on a single display or all the displays. This allows a presentation from the Auditorium to be sent to other areas of the library for overflow purposes. This video infrastructure supports all video formats up to and including High Definition or higher. All video sources connected to the system will be scaled so that the native resolution and aspect ratio are retained.

5. Audio

- a. The Auditorium audio system shall consist of multiple self-powered, beam steerable, array type column speakers providing surround sound for program audio playback supplemented by a distributed in-ceiling speaker system of full range speakers installed into the ceilings.
- b. The column speakers will project sound in a very controlled pattern for maximum coverage and minimize reflections off the floors and ceiling to the extent possible.
- c. Provide, as part of the scope of Work, analysis of the space using data gained from site plans, manufacturers' performance data and specialized modeling software to ensure correct response of the installed audio system. During installation the audio system will be electronically "tuned" to site-specific conditions and criteria to ensure the optimum operation and response.
- d. Provide two wireless microphones (lapel and hand held) for presenters that are NOT going to use the lectern.
- e. Provide a multi-channel Audio Video Bridge (AVB) and Acoustic Echo Cancellation (AEC) enabled audio Digital Signal Processor (DSP) to handle the Library's distributed audio system. Also include mic / line inputs with AEC, and standard mic/line inputs. In addition, the Design/Builder will add line level outputs to feed multi-zoned audio throughout the facility. Audio source and audio zone selection and control is via touch panel located on the Auditorium lectern and individual small form factor audio control touch panels located conveniently throughout the facility. A channel mic / line AVB enabled expander is located in the lectern for microphone and program audio transport from the lectern to the main distributed audio system over standard wiring. A dedicated port AVB enabled Ethernet switch will be located in the main system rack to provide for easy future expansion of the Library's audio system.

- f. The audio DSP that manages all of the program and speech audio shall be connected up to two (2) traditional analog phone lines (POTS) and up to two (2) VOIP (Voice Over IP) lines, which will allow for the mics to be used to connect to other sites in an audio only conference.
- g. Control - The Design/Builder will include a push-button control system, installed and programmed that includes a rack mounted processor and a lectern-mounted touch panel. The touch panel will be permanently mounted to the lectern using the included table top stand.
- h. The system will be programmed to control the following:
 - i. System Power ON/OFF
 - ii. Routing of Sources to Displays
 - iii. Volume Control and Muting
 - iv. Blu-Ray Player Control
 - v. Audio Call Control (If enabled)

E. Rack, Cabling, Hardware, and Accessories

- 1. Provide the necessary Rack Unit slide out and rotating equipment racks that will installed in the designated space. The main system rack and the lectern racks rack will feature series mode surge protection and power distribution as well as a backup UPS to enable the safe shutdown of the system in the event of a power failure. Include all cabling, connectors, adapters, and all cable management accessories.

F. Digital Signage

- 1. Provide a High Definition, networked Digital Signage Server appliance. The server will be connected to the Digital Media switch located in the Auditorium so that its output can be distributed to any of the displays located in other areas and the Meeting Rooms. The distributed Digital Signage system must be centrally administrated.

G. Small Interactive Conference Rooms

- 1. Provide a featured Video and Audio Teleconferencing suites. The conference room will feature a wall mounted INTERACTIVE display in the front that connects to the table and provides VGA + Audio and HDMI connectivity to the screen. USB connections will be extended to the table so that users may interact with their PC's content from the display. Audio will be supported by the displays internal amplifier and speakers. A multi-format, multi-input 3- Series Digital Media Presentation System will be included to process and control audio and video system inputs. This presentation system will be integrated with a system control processor and is interfaced by a flip top color touch panel located in the table. A High definition video camera will be installed and interfaced with a High Definition video screen. The conference room can connect to separate

sites. The Conference Room will contain an “A/V Bridge” conferencing device that enable the use of the room’s video camera and microphones with the participant’s laptop or PC with their own personal Video Teleconferencing clients such as Skype, Google Talk or other compatible services. In addition to the wired interfaces located at the table, a Wireless Presentation Gateway and a dedicated Wireless Access Point (WAP) will be included to allow users of these rooms to present or serve content from any wireless device such as tablets and cell phones. Audio and Video Teleconferencing participants’ audio will be captured by ceiling mounted gooseneck microphones. Program audio will be reproduced by the display speakers while Audio and Video Teleconferencing will be reproduced by ceiling mounted speakers. Microphone processing is handled by a dedicated Digital Signal Processor (DSP), which includes a single analog telephone line interface (POTS). All system control functions will be available from the color touch panel located at the table such as audio and video source routing, dialing functions, and room volume control including microphone level and muting.

H. Room Scheduling

1. Provide wall mounted screen outside the conference room and the auditorium, which will depict the schedule of events for that particular room. The panel will connect through a software, that will connect back to the Library’s Email to display who has booked the room and when. Provide software to allow control and scheduling by authorized Library personnel only.

I. Common Area / Reading Area

1. Provide wall mounted or ceiling mounted LED/LCD displays at convenient locations throughout these areas, i.e. Children’s Reading, Adult Reading, etc. The Library typically will use these displays for providing information or as signage. When not being used as digital signage, Library staff shall be able to connect devices with either a VGA or HDMI output for transmitting video and audio through the display equipment. Each display shall be capable to provide both independent programming and simultaneous programming. These displays will contain a scheduling function that can be set to turn the display on or off at predetermined times of the day. The input plates are auto-sensing for signal type and do not require the use of the displays’ remote controls. Overall volume setting of the displays will be controlled by the source device plugged in to the wall plates.
 - a. When this area is to be used for a performance such as a book reading or other type of presentation, a small rolling equipment rack is supplied with additional equipment that turns this space in to a dual display multimedia center and Public Address system. The small rack contains a mounted Audio / Video input plate that

supports both Standard Definition (SD) and High Definition (HD) video inputs on standard RCA and HDMI connections which enables the use of a wide variety of audio and video sources.

- b. The video inputs are auto-sensing and require no intervention other than plugging in the source device to the appropriate connector on the front panel and the two HDMI outputs on the rear of the rack to the wall plates under each display. A single channel wireless microphone system will be supplied with both a handheld and lapel microphone for use by a single presenter. These microphones will also be paired with a secondary receiver (located in the Auditorium) so that the presenter can be heard over the background ceiling speakers in the Main area should the audience extend beyond the range of the column speakers used at the performance space. These column speakers are set to only reproduce audio within the immediate area of the performance space. Connection to these column speakers is via two speaker level audio cables connected between the small rack and an input plate located at the performance space wall.
- c. When not in use, the cables are stored with the small rack and the rack itself rolled away and stored in a secure location. Overall volume control of the system is adjusted by an intuitive touch panel with LCD screen that is mounted to the front of the small rack above the A/V input panel.
- d. Background Audio System, Ceiling Speakers - The Main Area contains a multi-zoned, multi-speaker background audio system with paging ability. The area must be divided in separately adjustable "zones" between the front and rear of the Main Area starting behind the reception desk. Each zone can be turned on or off and volume level adjusted to meet the changing needs or requirements of the space. When required, each of these zones can be incorporated with the performance space's wireless microphone. Each of the zones has a wired and wall mounted control pad with a small display showing available choices and controls available for each zone. A single desktop style, with a push to talk button is supplied for paging functions within the Main Area.

J. Outdoor Audio System

1. Provide an outdoor sound system to serve the outdoor zones with sufficient speakers to serve the area. The source for the audio will be Library furnished and be the same as the background audio system located in the Main Area as well as the paging system. These zones may also reproduce audio from the Performance Area wireless microphone when required. Additional control pads with a small display showing available choices and controls for each zone are supplied. The amplifiers will be mounted inside the equipment rack and cabled to each zone of in-ground speakers.

2. These speakers will be design to blend in with the landscaping and provide maximum 360-degree coverage.
3. Provide wall mounted or ceiling mounted weatherproofed LED/LCD displays at convenient locations throughout the outdoor area. The Library typically will use these displays for providing information or as signage. When not being used as digital signage, Library staff shall be able to connect devices with either a VGA or HDMI output for transmitting video and audio through the display equipment. Each display shall be capable to provide both independent programming and simultaneous programing. These displays will contain a scheduling function that can be set to turn the display on or off at predetermined times of the day. The input plates are auto-sensing for signal type and do not require the use of the displays' remote controls. Overall volume setting of the displays will be controlled by the source device plugged in to the wall plates.
4. When this area is to be used for a performance such as a book reading or other type of presentation, a small rolling equipment rack is supplied with additional equipment that turns this space in to a dual display multimedia center and Public Address system. The small rack contains a mounted Audio / Video input plate that supports both Standard Definition (SD) and High Definition (HD) video inputs on standard RCA and HDMI connections which enables the use of a wide variety of audio and video sources.
5. The video inputs are auto-sensing and require no intervention other than plugging in the source device to the appropriate connector on the front panel and the two HDMI outputs on the rear of the rack to the wall plates under each display. A single channel wireless microphone system will be supplied with both a handheld and lapel microphone for use by a single presenter. These microphones will also be paired with a secondary receiver (located in the Auditorium) so that the presenter can be heard over the background ceiling speakers in the Main area should the audience extend beyond the range of the column speakers used at the performance space. These column speakers are set to only reproduce audio within the immediate area of the performance space. Connection to these column speakers is via two speaker level audio cables connected between the small rack and an input plate located at the performance space wall.
6. When not in use, the cables are stored with the small rack and the rack itself rolled away and stored in a secure location. Overall volume control of the system is adjusted by an intuitive touch panel with LCD screen that is mounted to the front of the small rack above the A/V input panel.

K. Customer Support Agreement

1. The Design/Builder shall provide as part of the scope of Work a customer service agreement to cover all site visits and equipment repair

or replacement associated with the audiovisual systems in the spaces described in their proposal.

2. Help Desk Support

- a. Provides Tier 1 technical support for integrated systems and video conferencing equipment
- b. Provides Tier 2 technical support via TI specialists or selected vendor partners
- c. Provides company-wide technician dispatch to support on-site problem resolution
- d. Documents and tracks all help requests via our event ticketing database system

3. Preventative Maintenance Visits

- a. Include a schedule with pre-determined site visits to provide preventive maintenance, firmware upgrades, and systems operation check.
- b. Perform preventive maintenance that includes inspection, cleaning, alignment, and replacement of consumable items per the manufacturer's recommended schedule
- c. Evaluate and install applicable manufacturer provided firmware/software corrections and operational upgrades
- d. Perform systems operation check that includes a complete functionality test and performance verification of video and audio systems
- e. Answer system operation questions or provide informal basic end user/ operator training
- f. Provide a copy of the system checkout results to client, identifying needed action items

4. Unlimited-Unscheduled Service Visits

- a. Arrive on-site within 8 business hours after determination on-site service is required
- b. Perform necessary systems diagnostics to isolate the issue(s) within the system
- c. Correct problems related to equipment configuration, set-up, or connectivity
- d. Escalate equipment failures to determine the most expeditious method required to restore normal system operation
- e. Schedule return visits as needed for equipment replacement

L. Telecommunications System

- 1. The Design/Builder will provide all materials needed for the job. The Design/Builder will be providing the electrical as well as any conduit needed to pass copper cabling within the open areas. All telecommunication cables for this project must be rated Category 6X or higher and terminated using T568-B standards unless otherwise noted. All subfloor data cables are to be jell filled Cat6 cable and all plenum Data cables should be according to the Miami Dade County standards

at time of construction. All CATV cables must follow the Miami Dade County standards. All conduits are to meet NEC standards and not exceed 40% fill. All wiring is to be guaranteed for 10 years.

2. The Design/Builder will include wiring of all data/voice outlets. All low voltage sleeves must have plastic bushings on ends prior to running cable and be fire stopped upon completion of all runs. Review DATA room rack placement and installation with Library staff prior to performing.
 - a. The Design/Builder shall work in agreement and coordinate all the telecommunications items of work with ITD Project Manager to facilitate the installation and wiring of all the equipment associated with the voice and data systems.
 - b. The Design/Builder must coordinate with AT&T and Cable Company to run the wiring underground to on site main telephone/data room.
 - c. Typically for data/VOIP cabling provide 3/4" inch conduit with pull wire/string extended 8" above ceiling space
 - d. 3/4" conduit and a 3/4" x 18" x 18" fire retardant plywood shall be provided to all WAP location
 - e. 3/4" conduit shall be provide to CCTV cameras location from the Master Distribution Facility (MDF).
 - f. Cabling shall be provide to accommodate Access Points and CCTV cameras, indoor and outdoor providing coverage to all Library areas.
 - g. VOIP/data wiring and power wiring shall run in separate conduits.
 - h. Each node shall have two cables run to the telecom room patch panel.
 - i. Low Voltage conduit and cabling shall be provide to accommodate the Audio Visual Systems
 - j. Low voltage conduit and cabling shall be provide to accommodate the Digital Signage System.
 - k. All conduit and cables in finished areas shall be concealed from view and terminate at approved connection/plug-in points.

M. DATA Rooms

1. Mount backer board to all MDF interior wall.
2. Install the free standing racks in DATA room at least 3' from wall.
3. Wall mount a power strip
4. Run 4 drops to each of the areas marked on the floor plan as wireless "w". These drops are to be terminated in surface mount boxes located within the plenum space as per drawings or flush mount faceplates that are to be installed on columns at 96" above finished floor.
5. Label all drops in sequential order to corresponding patch panels A through F. Please label the jacks as follows: for the first patch panel all drops should be label A1...A48, for the second patch panel B1...B48 and so forth until the last patch panel K1...Kxx

6. Provide a 10-year warranty on all cable installations and provide as-built and cable speed certification test results for all copper and fiber runs to Library staff.

N. Project Management Plan

1. Information Technology Department (ITD) will monitor all aspects of the contract, from initiation of a task to final solution delivery, while maintaining open communication channels between staff, management, and project personnel. ITD will work with project leads to ensure that the project is completed on-time with appropriate personnel. Using a work breakdown structure method to prepare and monitor task deliverables. The Design/Builder will execute based on a current, detailed overview of the work requirements of the project's task areas at all times.

O. Miscellaneous Telecommunication

1. At a minimum, Design/Builder shall provide connection nodes (made up of two electrical outlets and four data connections) as indicated below:
 - a. Children's Lounge
 - i. 9 wall nodes
 - ii. 8 floor nodes
 - iii. 3 high wall nodes, possibly TV
 - iv. 2 nodes on the ceiling
 - b. Main lobby
 - i. 8 floor nodes
 - ii. 4 wall nodes
 - iii. 2 ceiling nodes
 - c. Private Offices
 - i. 3 wall nodes
 - d. Adult reading
 - i. 16 floor nodes
 - ii. 20 wall nodes
 - iii. 2 ceiling nodes
 - e. Work Area (Room)
 - i. 2 wall nodes in breakroom
 - ii. 2 wall nodes in office
 - iii. 8 floor nodes in work room
 - iv. 6 wall nodes in work room
 - v. 2 ceiling nodes in work room
 - f. Receiving
 - i. 2 wall nodes
 - g. Meeting Room
 - i. 8 floor nodes
 - ii. 8 wall nodes
 - iii. 4 ceiling nodes
 - iv. High wall nodes on three walls
 - v. 1 electrical and switch connections on main wall for screen

- h. Courtyard Lobby
 - i. 2 floor nodes, LTBD
 - ii. 4 wall nodes
 - iii. 3 wall nodes high, possible TV
 - iv. 2 ceiling nodes (possible WiFi)
 - i. Innovation Rooms
 - i. 6 wall nodes
 - ii. 4 floor nodes
 - iii. 1 ceiling node
 - j. Roof Patio, if applicable.
 - i. At least ten electrical outlets along exterior wall aligned to furniture set up
 - ii. At least ten floor monuments for electricity to tables.
 - iii. Dedicated data/telecommunications room for wiring.
 - k. Telephone system (IP) to include at least a public address system and single dialing to all units from each location, caller ID and message recording built-in.
 - l. CCTV
 - i. Depending on the layout of the floorplan, 30 cameras. Currently utilizing Cat6 wiring but would need to use the industry standard at the time of installation. CCTV cameras would cover all public areas, work area, electrical, data, and mechanical rooms; courtyard area, entrances and external areas, including drop off driveway, and parking lot.
2. CAT 6 wiring herein proposed is as a minimum standard and may not be the industry standard at the time of construction. Design/Builder shall include in his proposal the costs for providing latest state-of-the-art industry standard wiring at the time of construction.
 3. The final location of all nodes is to be determined during design.
 4. The D/B shall work in agreement and coordinate all the telecommunications items of work with MDPLS Project Manager and Library's IT staff to facilitate the installation and wiring of all the equipment associated with the voice and data systems.

Miami Lakes Library - AV equipment list

IT Room (large)		Manufacturer
1	ERK-4425-AV	Middle Atlantic
6	u1	Middle Atlantic
6	u2	Middle Atlantic
1	upsV2000	Lowell
1	Core110Fv2	Qsys
1	SL-QUD-110-P license	Qsys
1	SL-QSE-110-P License	Qsys
1	SL-DAN32 license	Qsys
0	SPAQ-60X2 amp	Qsys
2	CX-Q4K8 amplifier	Qsys
2	NS26-300+	Qsys
1	qio LVR4	Qsys
1	qio ML2x2	Qsys
1	qio-rmk	Qsys
Multipurpose Room		Manufacturer
1	QB65C	Samsung
1	Samsung signage license	Samsung
1	mxwapt4	Shure
1	mxwns4	Shure
2	mxw2/sm58	Shure
2	mxw1/0 z10	Shure
2	wl185	Shure
1	G62 w11 White	BARCO
1	R9801784	BARCO
1	clickshare c10	BARCO
3	NV21 HU	Qsys
3	NV-21-PSU power supplies	Qsys
1	DL15038L -confirm height of ceiling required	DaLite
1	DL16523	DaLite
1	MXA-920W-s in-ceiling Mic-Array	Shure
3	NC-20X60 cameras	Qsys
4	AD-C6TZB-WH loudspeakers	Qsys
1	AD-C8T-SWZB-WH	Qsys
1	TSC-101-G3 touchscreen	Qsys
1	unDX2io+ wall plates	Qsys
1	55178+ options	Spectrum
1	mx418/c	Shure
1	NS10-125+	Qsys

1	Denon DN-500bd mkii	Denon
1	GPIO-GP8x8	Qsys
1	qio ML2x2	Qsys
1	qio S4	Qsys
1	qio LVR4	Qsys
1	qio-rmk	Qsys
1	RF under 50 participants	Listen Tech
1	NV-1-H-WE	Qsys
	Multipurpose Extension	Manufacturer
2	QB65C	Samsung
2	Samsung signage license	Samsung
1	mxwapt4	Shure
2	mxw2/sm58	Shure
1	mxwncs4	Shure
2	mxw1/0 z10	Shure
2	wl185	Shure
1	G62 w11 White	BARCO
1	R9801784	BARCO
1	clickshare c10	BARCO
4	NV21 HU	Qsys
4	NV-21-PSU power supplies	Qsys
1	DL15038L -confirm height of ceiling required	DaLite
1	DL16523	DaLite
1	MXA-920W-s in-ceiling Mic-Array	Shure
3	NC-20X60 cameras	Qsys
6	AD-C6TZB-WH loudspeakers	Qsys
2	AD-C8T-SWZB-WH	Qsys
1	TSC-101-G3 touchscreen	Qsys
2	unDX2io+ wall plates	Qsys
1	55178+ options	Spectrum
1	mx418/c	Shure
1	NS10-125+	Qsys
1	Denon DN-500bd mkii	Denon
1	GPIO-GP8x8	Qsys
1	qio ML2x2	Qsys
1	qio S4	Qsys
1	qio LVR4	Qsys
1	qio-rmk	Qsys
1	RF under 50 participants	Listen Tech
1	NV-1-H-WE	Qsys

	Huddle 1	
1	NV21 HU	Qsys
1	NV-21-PSU power supplies	Qsys
1	NC-110 cameras	Qsys
1	NM-T1 microphones	QSys
1	QB65C	Samsung
1	Samsung signage license	Samsung
1	NL-SB42	QSys
1	NV-1-H-WE	Qsys
	Huddle 2	
1	NV21 HU	Qsys
1	NV-21-PSU power supplies	Qsys
1	NC-110 cameras	Qsys
1	NM-T1 microphones	Qsys
1	QB65C	Samsung
1	Samsung signage license	Samsung
1	NL-SB42	Qsys
1	NV-1-H-WE	Qsys
	Huddle 3	
1	NV21 HU	Qsys
1	NV-21-PSU power supplies	Qsys
1	NC-110 cameras	Qsys
1	NM-T1 microphones	Qsys
1	QB65C	Samsung
1	Samsung signage license	Samsung
1	NL-SB42	Qsys
1	NV-1-H-WE	Qsys
	Men's Bathroom	
1	AC-C4T loudspeakers	Qsys
	Men's small bathroom	
1	AC-C4T loudspeakers	Qsys
	Women's Bathroom	

1	AC-C4T loudspeakers	Qsys
	Women's small bathroom	
1	AC-C4T loudspeakers	Qsys
	Employee Bathroom	
1	AC-C4T loudspeakers	Qsys
	Break Room	
1	AC-C4T loudspeakers	Qsys
1	QB65C	Samsung
1	Samsung signage license	Samsung
	Open Office	
4	AC-C4T loudspeakers	Qsys
	YOUmedia	
4	AC-C4T loudspeakers	Qsys
	Vestibule	
4	AC-C4T loudspeakers	Qsys
	Children's Depart.	
1	QB65C	Samsung
1	Samsung signage license	Samsung
11	AC-C4T loudspeakers	Qsys
	Adult & Young Adult Dept.	
1	QB65C	samsung
1	Samsung signage license	Samsung
19	AC-C4T loudspeakers	Qsys
1	TPS-TSCG3-G page station	Qsys
1	NV21 HU	Qsys
1	NV-21-PSU power supplies	Qsys

	Manager's Office	
1	AC-C4T loudspeakers	Qsys
	Reading Porch	
4	AC-S6T Wall Mounted Speakers	Qsys

***All speaker cable should be 14 AWG Stranded Copper**

*all Data products should be LEVITON.

All samsung TVs must have licenses and should be included in the bid

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



Interior Signage and Wayfinding (Design-Build Component) Standards

Miami Lakes Library

Exterior Improvements and Comprehensive Interior Renovations

C23-MDPLS-02-ML-ESP

2025

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

General

1. All signs shall be in conformance with the Florida Building Code and must be coordinated with the design team room schedule or floor plans.
2. Pictograms (tactile and raised) shall be included on signs for restrooms, elevators, accessible phones, utility rooms, and elsewhere required by the Florida Building Code. Consultant to review floor plan and provide a list of all interior room signage required.

Scope of Work for Interior Signage

3. Awarded Vendor to Provide the following as required:

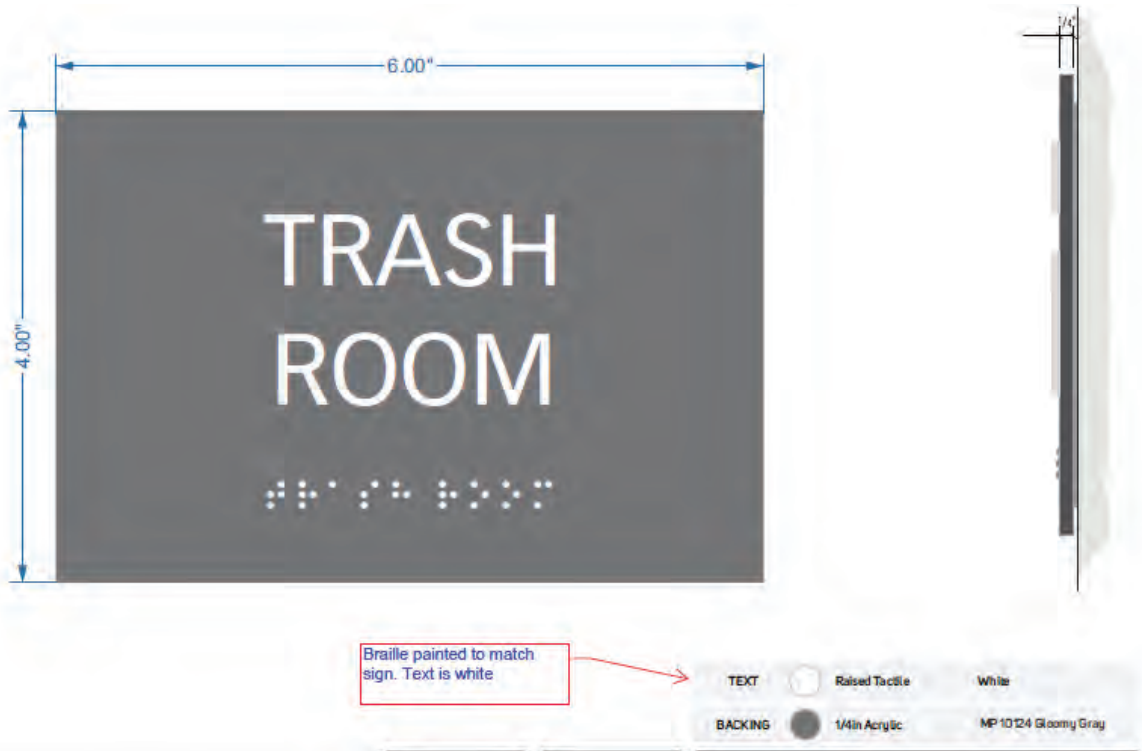
Propose design for:

- a) Help Desk Informational sign depending on location of desk
- b) Bookstack signage; not fixed
- c) Interior wayfinding signage
 - a. Elevators
 - b. Restrooms
 - c. Multipurpose Rooms / Meeting Rooms
 - d. Children's Area
 - e. Young Adult's Area
 - f. Study Room
 - g. YOUmedia Room
 - h. Computer Area
 - i. Innovation Lab
 - j. Conference Rooms
- k. review architectural plans for a complete list of rooms

ADA compliant signage for staff only areas

- a. Emergency Exit Signage
- b. Freight Elevator
- c. Mechanical / Electrical Room
- d. Staff Break Rooms
- e. Office Spaces

Examples

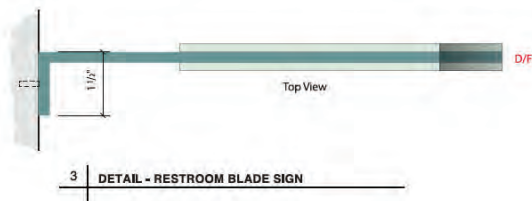




APPROVED

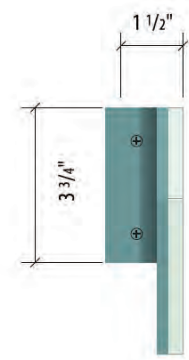


TEXT		Raised Tactile	White
BACKING		1/4in Acrylic	MP 08705 Jumping Juniper
TEXT		Raised Tactile	MP 08705 Jumping Juniper
BACKING		1/4in Acrylic	SW 6462 Green Trance

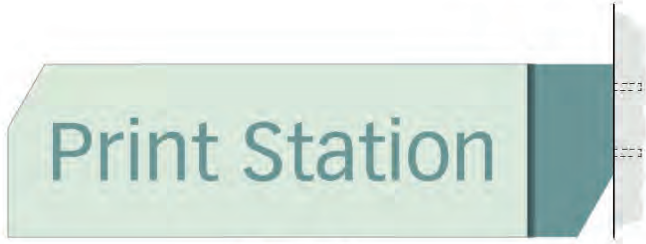


3 | **DETAIL - RESTROOM BLADE SIGN**

APPROVED

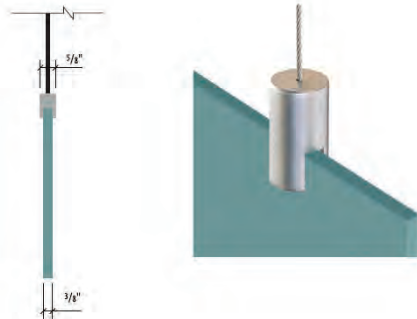
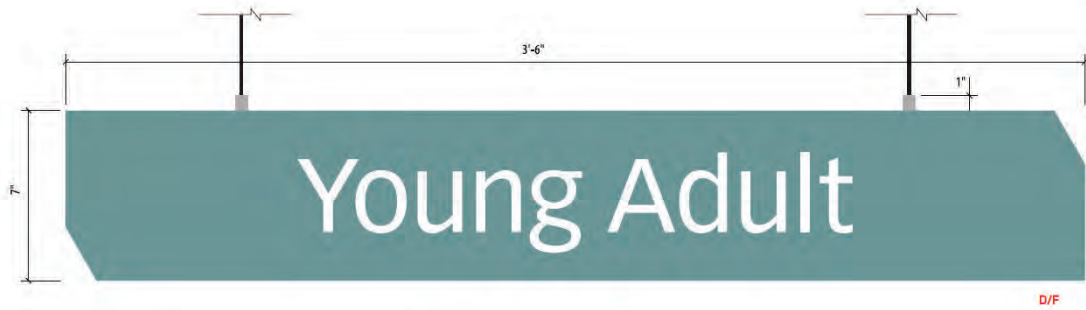


2 | **DETAIL - RESTROOM BLADE SIGN**



S/F - Loc 3.17 ONLY,
See Mess Schedule

TEXT		Vinyl	Match MP 08705
MATERIAL		1/4in Aluminum	MP 08705 Jumping Juniper
MATERIAL		3/16in Aluminum	SW 6462 Green Trance



APPROVED

TEXT	Vinyl	White
MATERIAL	3/8in Aluminum	MP 08705 Jumping Juniper
MATERIAL	Hardware	MBS Hanging Hardware



APPROVED



TEXT	Raised Tactile	Red
TEXT	Raised Tactile	Black
BACKING	1/4in Acrylic	MP 07435 Carta Blanca

**MIAMI-DADE PUBLIC LIBRARY SYSTEM
VOLUME I
PROJECT MANUAL
DIVISION 1**

**Miami Lakes Library Branch
C23-MDPLS-02-ML-ESP**



DIVISION 1

MIAMI-DADE COUNTY
MIAMI-DADE PUBLIC LIBRARY SYSTEM

C23-MDPLS-02-ML-ESP
MIAMI LAKES LIBRARY BRANCH
EXTERIOR IMPROVEMENTS AND COMPREHENSIVE INTERIOR RENOVATIONS

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SECTION 01 11 00 SUMMARY OF WORK

PART 1: General

1.01 Description

In summary, this task involves providing the following services:

The work includes, but is not limited to furnishing all supervision, labor, materials, equipment, tools, services, and incidentals necessary for the construction services for the addition of a new building structure of approximate 5,000 square feet, removing all the interior finishes, devices, accessories, relocating and reconfiguring the space with new partitions, removing and replacing plumbing fixtures with water efficient fixtures, new fire alarm devices, a new lighting control system that integrates with the existing BMS system, new electrical and energy efficient lighting fixtures and equipment, and new HVAC grilles and ducts, all new data conduit and/or wiring and new electrical outlets, adding a new Children's Room area and YOUmedia Miami technology space, new multipurpose room, new study and collaboration rooms, new public restrooms in the Children's Room and updated existing public restrooms with new finishes and low-flow fixtures, new desktop computers and Surface Pro laptops for public use, wireless upgrade to Wi-Fi 6 for faster connectivity, new telecom infrastructure and data wiring throughout the branch, new acoustical ceilings throughout the building, installing conduit, backer boxes and the like for future security and upgrading all finishes (i.e. ceilings, paint, flooring, accessories, fixtures, etc.) throughout the library.

The exterior improvements include, but are not limited to the addition of approximately 5,000 square feet to the existing facility, a new energy-efficient "cool roof", new impact-resistant windows and doors, improved exterior façade, new courtyard seating area with new furniture and trellis, new pedestrian walkway connecting to new reading garden and reading park, new landscaping with native planting and new water-conserving irrigation system, new bike racks, re-asphalting of the parking lot, new addition of electric vehicle (EV) charging stations, new drive-up Wi-Fi coverage available in the entire parking lot. In addition, the contractor shall protect all existing components: walkways, existing trees, benches and other existing site furnishings including perimeter fence. The contractor shall complete the work in place, tested and ready for continuous occupancy, and shall perform the repairs and replacement restoration required as a result of damages caused during the construction.

The selected Contractor shall be responsible for completing the project in accordance with the complete contract construction documents and specifications as necessary to

obtain all approvals by any/all authorities having jurisdiction over the project, including but not limited to the Town of Miami Lakes and all Miami-Dade County or other permitting agencies. The project must be constructed to meet or exceed applicable building codes, Town of Miami Lakes Ordinances, and work with modern technological standards for library facilities. Contractor will facilitate the project in an efficient and cooperative manner with MDPLS and MDPLS' design professionals.

The Contractor will provide construction services through the completion of the project and include systems commissioning and warranty/close out periods. The required work will result in a complete fully functional and operational Branch Library facility with all new interior spaces and exterior upgrades that will serve the public safely, in a modern, clean, and efficient manner while allowing for the use of modern library technologies throughout the building and site.

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

The Contractor shall provide all necessary professional services, including, but not limited to electrical and telecommunication Project Manager along with specialists in Audio Systems, low voltage, signage wayfinding and code compliance that will be required to furnish, permit and construct the Project.

The Contractor shall furnish all services and make payment for all fees necessary to permit and secure a Certificate of Occupancy for the Project. The Contractor shall furnish all services, equipment, materials, and labor to construct, test, and commission a fully operational facility of the scope and quality that complies with the required performance and design characteristics required by the Project.

1.02 CONTRACT TIME

- A. The entire project consisting of all the work required by the Contract Documents shall be completed within 538 calendar days from Notice to Proceed until Contract Completion with the required Certificate of Occupancy (CO).

1.03 REQUIREMENTS

1.03 WORK SCHEDULES AND CONSTRAINTS

- A. General: Work on the Miami Lakes Library Branch can start once the NTP and notice to occupy the site are issued. Work may proceed at any time of the day, seven days a week with the exception of the local noise ordinances and all AHJ.
- C. Work within Facility
 - i. Protect existing facilities from damage. Damage to existing facilities caused by the Contractor shall be corrected by the Contractor at no cost to the Miami-Dade County (MDC).
 - ii. Exercise care to avoid interference with vehicular traffic entering and leaving the existing facilities. Care should be taken to ensure that vehicles and equipment entering and leaving the facilities cause no damage, spills, or litter to the existing access drive and parking areas. If damage, spills, or litter occur, it should be corrected immediately by the Contractor at no cost to the MDC.
 - iii. The use of the existing facility areas for storage, mobilization, access, shelters, and vehicular parking will be limited to that assigned by the Owner. The Contractor shall be totally responsible for such assigned areas that they be kept orderly and clean and provided with whatever security he deems necessary. After completion of the Contract, such areas shall be restored to a condition at least to that existing before the beginning of the Contract.
 - iv. Equipment controls and electrical panels in the existing facility shall be inspected and replaced as required before MDPLS takes beneficial occupancy once the certificate of occupancy is obtained.
 - v. Responsibility for protection and safekeeping of his equipment, materials, field offices, etc. at the construction site shall be solely that of the Contractor and no claims shall be made against Owner by reason of any act of an employee or trespasser.

1.05 SAFETY AND SECURITY PRECAUTIONS

- A. Access to the project site is always restricted. All personnel must have proper government identification prior to allowed access. The Contractor shall contact the Owner's Project Manager to arrange and approve site access. The Owner will designate areas for construction purposes, for field offices, for the storage of materials and equipment and for access routes thereto.
- B. The Contractor shall be solely responsible for safety and security on the construction site and shall comply with all safety precautions and accident preventative provisions of OSHA and all applicable codes, laws, and ordinances.

END OF SECTION

SECTION 01 26 13
REQUEST FOR INFORMATION (RFI)

1.01 DESCRIPTION:

- A. This section covers Request for Information (RFI) from the Contractor. RFI in this section is defined as: the solicitation by the Contractor for clarifications, interpretations, verifications and/or corrections of the Contract Documents.
- B. The Contractor shall comply with this section for all such requests for information. All costs incurred by the Contractor in preparing these requests shall be borne by the Contractor and are part of this Contract.
- C. Any delays or impacts caused by the Contractor's failure to conform to the requirements of this section shall be solely the Contractor's responsibility and shall not be cause for any time extension and/or additional compensation.

1.02 REQUEST FOR INFORMATION REQUIREMENTS:

- A. The Contractor is responsible for reviewing all Contract Documents related to a particular work product well in advance of the performance of such work in accordance with this contract. This review shall be planned to allow sufficient time to obtain resolution of any required RFI, as defined in this section.
- B. All RFI's shall be submitted to the Miami-Dade Public Library System (MDPLS) representative and the Engineer-of-Record (EOR) in the format within this section or in a pre-approved format equivalent to this section inclusive of the following information:

RFI's shall be signed by the Contractor's project manager or by a designated alternate and include the following:

- 1. Date Submitted
- 2. Contract Number and Title
- 3. Contractor Name, Address and Phone Numbers
- 4. Description of the request, including any supportive drawings, sketches and/or additional information deemed necessary for clarification.
- 5. List of schedule activities which may be impacted by the request and a brief explanation as to why there would be a schedule impact and specific date constraints.

6. Clear description of what response the Contractor is expecting and from who the response who come from.

2.01 RFI PROCESSING PROCEDURES:

- A. Upon receipt of the RFI, the EOR shall promptly date stamp the request. The EOR is required to keep a log of all RFI's including receipt date and date returned to the Contractor.
- B. The EOR shall review the request to determine if further information is required from the Contractor, once the RFI is resubmitted by the Contractor, the RFI shall be re-stamped. The EOR will coordinate a response and transmit the answer to the RFI to the Contractor and send a copy to the MDPLS representative.

3.01 TIME ALLOWED FOR PROCESSING RFI's:

- A. Although every attempt will be made to expeditiously resolve all RFIs, MDPLS and the EOR shall have ten (10) working days in order to respond to the RFI, from the date the RFI is received by the EOR, including all necessary information needed to formulate a response. Failure by the Contractor to allow sufficient time for work to formulate a response to an RFI, as specified in this section, shall not constitute grounds for a delay claim from the Contractor.

4.01 MEASUREMENT:

- A. Work under this section will not be separately measured for payment.

5.01 PAYMENT:

- A. No separate measurement or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION



MIAMI-DADE TRANSIT
REQUEST FOR INFORMATION
(RFI)

DATE: _____

RFI No.: _____

CONTRACT No. _____

CONTRACT TITLE: _____

CONTRACTOR: _____

DESCRIPTION OF REQUEST: (ATTACH ADDITIONAL SHEETS AS REQUIRED)

DRAWING No. _____

SPEC. REFERENCE: _____

CPM ACTIVITIES OF POTENTIAL IMPACT AND TIME CONSTRAINTS:

SUBMITTED BY: _____

*(CONTRACTOR / PROJECT MANAGER)

DATE

REVIEWED BY: _____

TITLE

DATE

DATE RETURNED TO CONTRACTOR: _____

*CONTRACTOR'S SIGNATURE AFFIRMS THAT CONTRACTOR HAS REVIEWED THE CONTRACT DOCUMENTS AND THAT THE INFORMATION REQUESTED CANNOT BE OBTAINED FROM SUCH A REVIEW.

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Specification establishes the requirements for breakdown of Lump Sum Payment Items.

1.02 SUBMITTAL REQUIREMENTS

- A. Submit to MDPLS a Preliminary Schedule of Values to include all portions of the work within 15 days after NTP, for MDPLS and EOR review and approval.
- B. Submit to MDPLS a Baseline Schedule of Values within 15 days after receipt of MDPLS comments on the Preliminary Schedule of Values. The Baseline Schedule of Values shall incorporate all comments associated with Contractor's Preliminary Schedule of Values submittals.
- C. Submit Documentation to support the values with data which will substantiate their accuracy.
- D. Upon acceptance by the MDPLS, the Schedule of Values shall be used as the only basis for the Contractor's Applications for Payment. Acceptance of the Contractor's Preliminary/Baseline Schedule of Values is a condition precedent to processing all applications for payment other than payment for start-up costs during the first two months.
- E. The Schedule of Values shall correspond to each of the Payment Items. The breakdown of the lump sum Payment Items shall be in accordance with the approved Work Breakdown Structure and each line item shall correspond with an activity in the Construction Schedule.
- F. Refer to the Standard Construction General Contract Conditions, Article 9.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. The Schedule of Values shall be labeled with identifying information such as title of contract and location, contract number, name and contact information of Contractor, and date of submission.

- B. The Schedule of Values shall list the installed value of the component parts of the WORK in sufficient detail to serve as the basis for computing values for progress payments during construction.
- C. Identify and list the title and number of the Specifications Section that is associated with the work.
- D. Deviations from the Schedule of Values form and content must be submitted and approved by MDPLS and EOR.
- E. Lump Sum Payment Items:
 - 1. Payments for lump sum activities will be based upon physical progress (percent complete) for each related activity in the Progress Schedule.
 - 2. The dollar value allocated to lump sum activities shall be representative of the Contractor's actual costs for performing the work including overhead and profit and shall be balanced to ensure that sufficient funds are allocated for each portion of the work and shall be subject to acceptance by MDPLS.
 - 3. In the case of a disagreement between MDPLS and Contractor, MDPLS shall have the right to make final determination of activity dollar amounts contained in the Schedule of Values.
- F. Each Payment Item shall include a directly proportional amount of Contractor's overhead and profit.
- G. A new Payment Item will be added to the Schedule of Values for approved Change Order Work. For payment for Time & Materials Change Order Work, the Contractor shall hold a Pre-Work Change Order Meeting with MDPLS, prior to executing the Work.
- H. The sum of all Payment Items listed in the Schedule of Values shall equal the total Contract Price or Lump Sum Item of the Bid Form.

1.04 SUB-ACCOUNTS

- A. Include a breakdown of major Payment Items into sub-accounts on which progress payments will be requested. The sub-account breakdown shall include elements for Payment Items as appropriate and show the weight of the sub-accounts equal to 100 percent of major account (Payment Item).

- B. Contractor's Schedule of Values shall list the delivered value of the products, manuals, and services provided under the various Specification Sections. The lists shall be sufficiently detailed to serve as a basis for computing values for progress payments during the construction period.
- C. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

PART 2 - PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

No separate measurements or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

1.01 DESCRIPTION:

- A. This Section includes specifications for project meetings. The Contractor, along with Contractor's superintendent, project manager, superintendents of major sub-contractors, and on-site safety representative, as a minimum, shall attend meetings scheduled by Miami-Dade Public Library System (MDPLS) and Engineer-of-Record (EOR).

2.01 SPECIAL MEETINGS:

- A. Special meetings between MDPLS, EOR and the Contractor will be scheduled and conducted by MDPLS throughout the course of construction as deemed necessary by MDPLS and/or EOR.

3.01 PRECONSTRUCTION MEETING:

- A. A pre-construction meeting will be scheduled and conducted by MDPLS not more than five (5) working days after the effective date of the Notice to Proceed (NTP). Contractor's project manager, superintendent, safety representative, quality control supervisor, sub-contractor representatives shall attend the pre-construction meeting. Work will provide Contractor written notice of this meeting not less than five (5) working days prior to the date of the meeting.
- B. The Library (MDPLS) will discuss the following at this meeting:
 - 1. Introduce representatives of work, governmental agencies, public and private utilities.
 - 2. Explain and discuss the responsibilities and authorities of MDPLS, EOR and contractor.
 - 3. Discuss Small Business Development (SBD), and affirmative action requirements along with the community relations functions. Work will be handling all the community relations functions with coordination from the Contractor and EOR as needed.
 - 4. Discuss Contractor's construction control requirements.
 - 5. Define and establish requirements for safety, first aid, emergency actions, security, and safety representatives.

6. Explain and discuss selected laws, codes, traffic regulations, and permit requirements of public agencies and their regulations.
7. Discuss procedures for processing change notices, change orders, correspondence documents, RFI's, shop drawing submittals, product data, and samples.
8. Discuss monthly progress payment procedures.
9. Discuss final payment procedures.
10. Discuss proposed project schedule.

C. The Contractor shall discuss the following at this meeting:

1. Introduce Contractor's representatives and briefly describe each person's responsibilities.
2. Distribute and discuss the list identifying Small Business Development (SBD) sub-contractors, including their areas of responsibility.
3. Discuss use of office, streets, right-of-way, haul routes, storage areas, staging areas, construction areas, and temporary easements.
4. Define housekeeping procedures.
5. Discuss construction means and methods.
6. Describe general worksite layout, erosion and sedimentation control plans, haul routes, noise abatement, air and water pollution control, temporary street closings, and street restoration.
7. Discuss coordination and notifications required for utility work and services.
8. Discuss deliveries and priorities of major equipment mobilization.
9. Discuss breakdown of schedule of values for lump sum items.
10. Discuss construction project schedule.
11. Discuss public safety measures.

4.01 CONSTRUCTION PROGRESS MEETINGS:

- A. Construction progress meetings will be scheduled and conducted by MDPLS and EOR and held each week during the period of performance of the Contract for the competent and timely execution of the Contract. Progress meetings shall include representatives of sub-contractors who are or will be performing work during the current and following month.
- B. The Contractor shall distribute notices of these meetings prior to date to all sub-contractors.
- C. The agenda for construction progress meetings will be prepared by the work and will generally include the following:
 - 1. Introducing new attendees and areas of responsibility.
 - 2. Review minutes of previous meetings amend minutes if necessary and accept minutes.
 - 3. At the first meeting of each month, analyze work accomplished since previous meeting, offsite fabrication problems, product delivery problems, submitted schedule slippages, proposed changes, and circumstances that might affect the progress of work.
 - 4. At each meeting, display and discuss the status of the critical path activities. If they are behind schedule describe the methods intended to be used to bring these activities back on schedule. Discuss corrective measures to maintain progress.
 - 5. Discuss work quality observations, problems, and employee work standards.
 - 6. Discuss coordination of utility work.
 - 7. Discuss work by outside parties.
 - 8. Discuss changed conditions, time extensions, and other relevant subjects as they affect the progress of the work.
 - 9. Discuss the status of Contract changes: new changes, status of negotiations and completed changes.
 - 10. Discuss SBD issues.
 - 11. Each of the Contractor's inquiries, requests for information or requests for solutions of problems presented during such meetings shall be answered, when possible, during the meeting; those not answered during the meeting

will be answered by the appropriate party at least by the date of the next meeting. Answers provided orally at the meetings shall be recorded in the minutes.

12. All parties shall review the minutes of the meetings prepared by EOR and submit any requested corrections. Minutes will be prepared in action-item format with named responsible parties and dates for required completion indicated for each item.

1.01 MEASUREMENT AND PAYMENT:

- A. No separate measurements or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01 32 16

PROJECT SCHEDULE

1.01 DESCRIPTION:

A. This section covers the preparation of a schedule in the Cost Loaded Construction in the Critical Path Method (CPM). The Contractor will be allowed to use his preferred scheduling system, if approved by Miami-Dade Public Library System (MDPLS). If the Contractor wishes to propose his own system, he shall so request prior to the required submittal timetables listed in this section.

B. Final Schedule:

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

2.01 PREPARATION OF FINAL SCHEDULE:

- A. Within five (5) working days after the date of Notice to Proceed (NTP), such as FP the Contractor shall develop and submit a comprehensive and detailed final schedule. Work performed prior to NTP shall not be allowed under this Contract.
- B. When completed, the bar chart diagram shall represent the Contractor's own plan for the project as well as the sequence of each operation and all the parties involved. The schedule shall also identify the project's critical path. It shall be the responsibility of the Contractor to ensure that all of this work is described by the diagram and that the diagram does correctly represent the sequence in which he plans to do his work and the time in which he expects to do it.
- C. As a minimum, the final schedule will cover the following areas:

1. Shop drawing preparation, review, and approval

2. Procurement of major equipment, material, and/or long-lead items
3. Permit acquisition activities
4. Material samples, as applicable
5. Material delivery
6. All major work elements as approved by the Engineer
7. Testing
8. Substantial Completion
9. Punch list activities
10. Rates of Production
11. Submittals
12. Work Elements by other &L, AT&T, etc....

D. The final schedule will be printed on a 11" x 17" sheet suitable for reproduction. The Contractor will submit three (3) copies of this schedule.

E. A written narrative on separate 8 1/2" x 11" sheets will be included with the Contractor's final schedule. This narrative will describe the Contractor's general approach for performing the work and any additional or unusual requirements not clearly represented in the schedule including, but not limited to, equipment to be used and the time equipment is to be on-site, anticipated delivery dates for material and/or equipment, crews and crew sizes, estimated quantities and rates of production. The narrative shall explain the basis for the Contractor's determination of durations for major work items and describe his approach for meeting the interim and final completion dates in his schedule. The narrative shall also address workdays per week, hours per shift, rain days, holidays or any other non-work periods that the Contractor is assuming in the planning of the work. Activities which may be expedited using overtime or additional shifts shall be identified. Sequencing and other restraints such as manpower, material or equipment shall be identified and explained.

F. When completed, the final schedule shall be submitted to work for their approval. The Contractor shall incorporate work schedule review comments within ten (10) working days after receipt. MDPLS shall be the final authority in deciding the acceptability of the schedule. Upon approval work, this shall become the Final Schedule for the Contract. No deviations from the final schedule will be allowed without the prior written approval of MDPLS.

G. The Contractor shall identify all available float or slack time in his schedule in a format suitable to MDPLS. Float or slack time is not for the exclusive use or benefit of either the Contractor or work. Float or slack time is considered project float as it is for the benefit of both parties. As such, it is not to be used exclusively by either party but is to be used by the party that needs it first. No more than 15% to 25% of the activities in the Contractor's

schedule may be on or near the critical path ("Near the critical path" is defined as any activity having float of ten (10) days or less).

3.01 MONTHLY SCHEDULE UPDATES:

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

4.01 PAY REQUESTS:

- A. The Contractor's pay request shall be based on completed activities and shall include an update of the final schedule. The Contractor will not be eligible to receive payment until his Contract baseline schedule and schedule of values is approved and no payment will be made to the Contractor unless this schedule update and schedule of values is submitted with the pay request.
- B. 5% of each Contractor's pay request amount will be held as retainage.
- C. All Contractor pay requests will be submitted in a form suitable to MDPLS based on the approved schedule of values under the contract.
- D. No payment will be made to the Contractor for uncompleted activities.

5.01 MEASUREMENT AND PAYMENT:

- A. No separate measurements or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

1. Contractor's general approach for completing the work:

Including but not limited to any additional or unusual requirements not clearly represented in the schedule, the basis for the Contractor's determination of durations for major work items and his approach for meeting the interim and final completion dates in his schedule.

Use additional sheets if necessary.

2. **Equipment to be used:**

Including time that the equipment is to be on-site. Use additional sheets if necessary.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

3. **Anticipated delivery dates for material/equipment:**

Use additional sheets if necessary.

4. Crews and Crew Sizes:

Use additional sheets if necessary.

5. Rates of Production and Estimated Quantities:

Use additional sheets if necessary.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

6. Workdays per week/Hours per Shift:

Use additional sheets if necessary.

7. Non-work Periods assumed in the planning of the work:

Including holidays, rain days and any other non-work period assumed by the Contractor.

Use additional sheets if necessary.

8. Activities which may be expedited by the use of overtime or additional shifts:

Use additional sheets if necessary.

BASELINE NARRATIVE FORM FOR BAR CHART SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

9. Sequencing and other restraints affecting the work:

Including manpower, material, and equipment restraints. Use additional sheets if necessary.

MONTHLY SCHEDULE UPDATE NARRATIVE FORM FOR BAR CHART
SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

1. Progress This Period:

Including all activities started, completed or in progress and signed material delivery tickets indicating when material was delivered on-site or to the fabrication plant as applicable.

Use additional sheets if necessary.

2. **Planned Progress for Next Period:**

Use additional sheets if necessary.

MONTHLY SCHEDULE UPDATE NARRATIVE FORM FOR BAR CHART
SCHEDULES

Contract Title: _____

Contract No.: _____

Contractor: _____

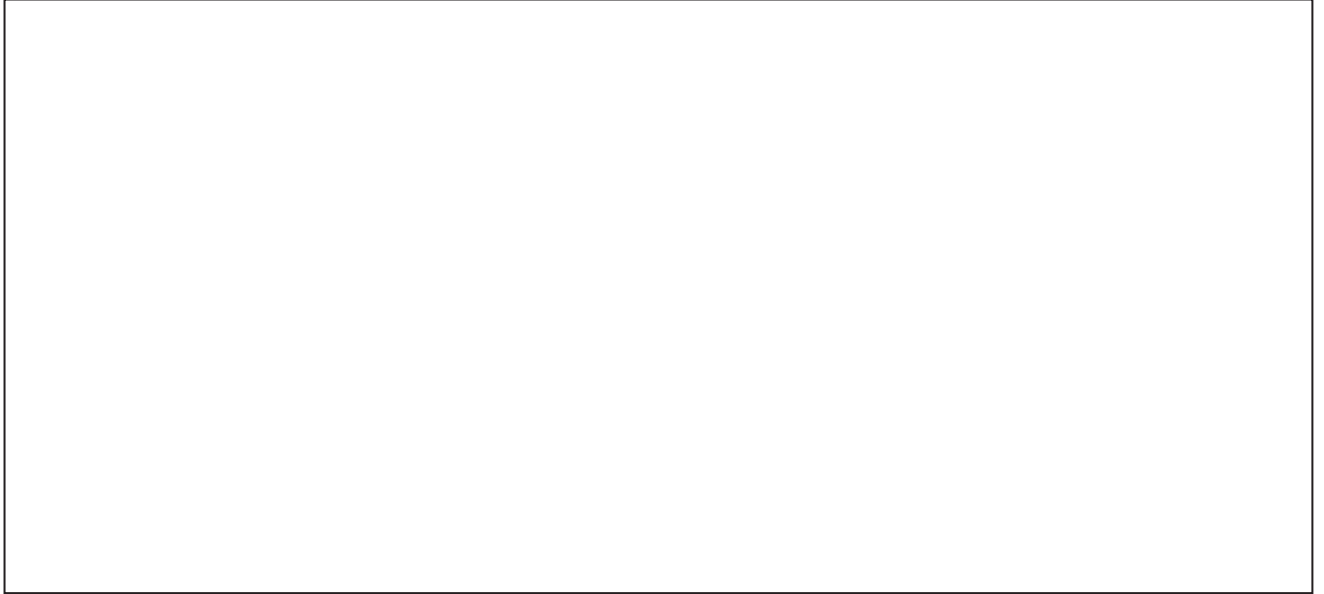
Baseline and/or Update No.: _____

ii. **Problems and Solutions:**

Including a listing of all delayed activities, the reasons for delay and proposed recovery actions. Use additional sheets if necessary.

iii. **Changes Since Last Period:**

Use additional sheets if necessary.

A large, empty rectangular box with a thin black border, intended for additional information or changes since the last period.

**MONTHLY SCHEDULE UPDATE NARRATIVE FORM FOR BAR CHART
SCHEDULES**

Contract Title: _____

Contract No.: _____

Contractor: _____

Baseline and/or Update No.: _____

iv. **Special Concerns and/or Questions regarding the Schedule:**

Use additional sheets if necessary.

END OF SECTION

SECTION 013250
AS-BUILT INFORMATION FOR RECORD DOCUMENTS

1.1 AS-BUILT INFORMATION FOR RECORD DOCUMENTS

- A. Recording As-Built Information on Drawings.
 - 1. The Contractor shall keep accurate notes on a set of Drawings dedicated to recording as-built data and details for all parts of the Work, as actually constructed. Show locations of field changes, Addenda, Change Orders and Contingency Adjustments and details not in original Construction Documents.
 - 2. In addition to building data, include dimensions of underground lines, their offsets, inverts, and manhole and valve locations. Record all site improvements.
 - 3. Dimension locations of interior utilities, equipment and fixtures concealed in the Work, measured from visible, accessible, permanent features.
 - 4. Keep the dedicated as-built set apart from Drawing sets used in construction. Neatly mark AS-BUILT DATA in large print on each page of the dedicated as-built set.
 - 5. In addition to notes, sketch as-built information as needed to clarify the nature of what has been built differently. If sketches are put on a separate sheet of paper, number the sheets to identify which sheet and detail of the Drawings they clarify.
 - 6. Record as-built information concurrently – preferably daily or at least weekly – as the Work progresses.
 - 7. Do not conceal any work until the information is marked in the as-built set.
- B. Recording As-Built Data in Specifications:
 - 1. Mark each project manual and addendum to record producer, supplier, product name, catalog number, and location of each product installed.
 - 2. Mark the title pages and covers of the dedicated project manual and all addenda with the words AS-BUILT DATA in neat large print.

1.2 SUBMITTAL WITH EACH PAYMENT REQUEST

- A. Requirement at each Requisition for Payment: The Contractor shall update the as-built information sets each month in time for the A/E's monthly review for compliance even if no Request for Partial Payment is submitted by the Contractor for that month.
- B. Non-compliance will be grounds for A/E to disapprove the Requisition for Payment:
 - 1. This, in turn, will be grounds for not processing the Requisition for Payment, as stated in the General Conditions of the Contract for Construction.

1.3 EARLY RECORD DOCUMENTS

- A. When the A/E determines that the Work is 75% completed, the Contractor shall provide the A/E a copy of the latest as-built data reflecting the work completed to date, for review and acceptance by the A/E and M-DPLS.

1.4 SUBMITTAL AT TIME OF CLOSEOUT

Final As-built information in the form of Drawings and Specifications as specified in the "Closeout of the Work" section of these Specifications shall be delivered to A/E at time of closeout of the Work.

END OF SECTION

SECTION 013300 SUBMITTALS

1.1 TYPES OF SUBMITTALS

- A. Submittals in this Section: After Contractor's check, coordination and approval, submit (as each of the following is required) with a signed copy of the attached Submittals form.
 - 1. Submittals: Product data (including installation and maintenance instructions), shop drawings, selection samples, and record samples. Also notices of worksite mockups and sample walls when they are ready for approval by A/E and M-DPLS.
 - 2. Samples (as a record of type and quality).
 - 3. Mockups and sample walls: Give notice of readiness for inspection by A/E and M-DPLS.
 - 4. Information Submittals, requiring no response from A/E, such as:
 - a. Certifications.
 - b. Test or laboratory reports.
 - c. Source quality control reports.
 - d. Producer's instructions.
 - e. Sustainable design submittals.
 - f. Producer site observations.
 - g. Material Safety Data Sheets (MSDS).
 - h. Recycling certificates.
 - i. Installation meeting reports.
 - j. Inspection reports and Installation quality control reports.
- B. Submissions not specified in this Section.
 - 1. Closeout deliverables: As specified in "Closeout of the Work".

1.2 PROCEDURES FOR ALL SUBMITTALS

- A. Schedule scope and time: Designate in the CPM construction schedule the dates for submittal to A/E and the review completion dates needed for each submittal's A/E review, to maintain the required Contract Time.
- B. Attach filled-out Submittal form: After checking each submittal for compliance with the Construction Documents and coordination with the rest of the Work, attach a filled-out and signed copy of the Submittal form that is attached to this section to each submittal.
- C. Identify the data: Identify submitted product data, shop drawings, and samples by referring to sheets, details, schedules, or room numbers as shown on Drawings.
- D. Cover or include, in all submittals:
 - 1. Field measurements and worksite conditions.
 - 2. Catalog numbers, ASTM standards and other quality assurance data.
 - 3. Performance criteria, capacities and limits, ingredients, detailed finish data, etc.
 - 4. Dimensions that ensure clearances, fit, and expected movement in use.
 - 5. Key each product to its location in the Work using room numbers, Drawing sheet and detail numbers, marks, etc.
 - 6. Coordination with other parts of the Work, including needed work by others.
 - 7. Wiring, control, piping, connection diagrams and schematic diagrams.
 - 8. Compliance with Construction Documents.

9. Installation, cleaning and maintenance instructions.
 10. Draft of each special warranty where specified.
 11. Contractor shall bear the cost of all submittals such as printing, samples, calculations, engineering services, mock-ups, and delivery.
- E. Unify submittals: Submit product data, shop drawings, test data, color charts / selection samples and special warranty at the same time for each product, using one (1) Submittal form.
- F. Maintain and up-to-date spreadsheet record of all submittal activity. Record spreadsheet shall include, at a minimum, the submittal number; description of the product(s) covered in the submittal; the manufacturer(s) of the product(s); the subcontractor, materials or equipment supplier or fabricator who prepared the submittal; the number of copies received from the subcontractor, materials or equipment supplier or fabricator; date the submittal was received from the subcontractor, materials or equipment supplier or fabricator; the date the submittal was sent to the A/E for review; the date the submittal was returned by the A/E with their review; the number of copies returned by the A/E; the A/E's review finding; the date the reviewed submittal was returned to the subcontractor, materials or equipment supplier or fabricator; and the number of copies returned to the subcontractor, materials or equipment supplier or fabricator. Record spreadsheet shall include all initial submittals and follow-up submittals. Copies of record spreadsheet shall be made available to A/E and M-DPLS as needed to facilitate their administration of the submittal process. The record spreadsheet shall be coordinated with, and may be based on or incorporated into the "Submittal Schedule" specified in article 1.5 A. of this section.
- G. Review: Check each submittal for conformity to the Construction Documents, coordination with other work, dimensions, needed clearances and fit, fastenings and support, power and piping connections, finishes, needed prior work and accessory products.
1. Excessive errors, omissions, and/or incompleteness in a submittal, and/or gross lack of coordination with the requirements of the project or the conditions of the installation, or other evidence of a lack of understanding of the applicable project requirements by the entity responsible for the submittal will be cause for the A/E's rejection of the submittal.
 2. Contractor's failure, prior to transmitting submittal to A/E, to check submittal and affix Contractor's review approval stamp with Contractor's signature and date will be cause for A/E's rejection of the submittal.
- H. Deviations: Notify the A/E, in writing, at time of submission, of deviations from the requirements of the Construction Documents in what is being submitted.
1. Deviations shall be prominently displayed, and identified as deviations, so that the A/E will not miss them in reviewing.
 2. Minor deviations, if not marked or listed, will be cause for A/E to return the submittal. A major deviation, noted or not, will be considered an attempt at unauthorized substitution and will be cause for A/E to reject the submittal.
 3. The A/E shall be the judges of when a change qualifies, not as a substitution, but as a minor deviation not affecting function, performance or appearance.
 4. Submittal of products deemed to be of lower quality than that specified will be cause for A/E's rejection of the submittal.
- I. Accept: Both Contractor, and then A/E, shall review and approve (or take other appropriate action for) each submittal for conformance to Contract.

1. Terms equivalent to “approve” may be used by Contractor or A/E, as long as the term used ensures that professional attention has been given in analyzing that each submittal maintains the design intent as expressed in the Construction Documents.
- J. Resubmitting: When a resubmittal is required by the A/E’s finding in the preceding review, identify the resubmittals with the initial submittal number, followed by a hyphen (-) and a letter A, B, etc. to show the resubmittal sequence.
- K. Fabricating and Shipping: Do not ship products from stock or fabricate products until submittals have been reviewed, accepted and returned by A/E:
 1. Unless a submittal is unusually lengthy or complex, allow / limit review time to:
 - a. Two (2) weeks for architectural submittals.
 - b. Three (3) weeks for engineering submittals.
 - c. Plus an additional one (1) week if M-DPLS needs to advise on the acceptability of a submitted product.
 - d. For samples for color selection, and for submittals for products that require color selection, allow the complete timeframe for review and color selection that is provided for in the approved CPM schedule for the project (see Sections 01321 and/or 01322).
- L. Field file: Always maintain and have available for reference a field copy of approved shop drawings, catalog cuts, and installation instructions at the worksite.
- M. Closeout deliverables: While processing submittals, assemble, as one file, one (1) copy of all approved submittals (in the case of samples, the signed and approved Submittal form only) for delivery to A/E and M-DPLS at time of closeout of the Work.

1.3 CONTRACTOR APPROVAL PROCEDURE

- A. Generally limit each submittal to one (1) product, except as follows:
 1. For each system or assembly where a number of components or equipment interacts, a coordinated booklet of data sheets shall be compiled for ease of review by A/E.
 2. For comprehensive lists of products similar in function (such as roof assembly, firestopping, sealants, access panels, hardware, paints, toilet accessories, kitchen equipment, plumbing fixtures, wiring devices, lighting fixtures, and playground equipment) a booklet of data sheets may be compiled for coordinated review by A/E.
- B. No substitutions or other significant deviations from the Construction Documents shall appear or be requested in any submittal:
 1. To request a substitution, follow the General Conditions of the Contract for Construction with its time limit for such a request. In addition comply with all the requirements noted under the “Products” section of these Specifications, using the “Substitution Request Form” contained therein.
- C. Stamp, approve, and sign each submittal before transmitting to A/E. If not so checked and certified, submittals will be returned to the Contractor without being reviewed by the A/E.
- D. Provide a blank space approximately 6 inches x 4 inches in the lower right corner of each sheet in the shop drawing set:
 1. In the space the A/E’s will place their shop drawing stamp. Include the Contractor’s approval, initialed by the reviewing person who signs the accompanying Submittal form.
 2. Alternatively, a separate Contractor’s approval stamp may be added, initialed by the reviewing person who signs the accompanying Submittal form.

1.4 PRODUCT DATA SUBMITTALS

- A. Manufacturer's catalog cuts and other product data: Submit 8 copies of each catalog cut or eight (8) edited catalogs:
 - 1. Product data shall contain detailed information as to the materials, physical properties, coats and thicknesses, compatibility, finish, available colors, method of installing, jointing, terminations or trim, operating, energy characteristics and consumption, cleaning, and maintenance as appropriate to each product.
- B. Submittal of Color Charts or Color Chips for Selection and Coordination. Unless otherwise specified:
 - 1. Submit three (3) copies of all product color charts or boxes of color chips within sixty (60) days after start of construction to allow for selection, color coordination, and final approval by A/E. Submit producer's full range of colors and patterns, including but not limited to the standard and premium ranges of colors and patterns, unless specified otherwise.
 - 2. For architectural pre-cast concrete, cast-in-place architectural concrete, and cast stone, submit at least four (4) – 8 inch x 8 inch samples of color and texture.
 - 3. For exposed unpainted block (CMU), submit at least two (2) sets of 4x4 in. samples in producer's full color and texture range.
 - 4. For shingles, roof tiles, and siding, submit at least two (2) sets of samples in producer's full range of colors and textures.
- C. Producers' stock publications, including such items as printed product data, catalog cuts, illustrations, tables, charts, details, schematic drawings, and diagrams:
 - 1. Mark pages by crossing out information not applicable to the Work.
 - 2. Circle or highlight selections made or that identify items to be provided for this Work.
 - 3. Supplement standard information to provide information applicable to this Work.
 - 4. Failure to indicate products selected will be cause for A/E's rejection of the submittal.
 - 5. Make sure reproduced or faxed copies of submittal information are legible. Illegibility of submittal information will be cause for A/E's rejection of the submittal.
- D. Disclosure: Approval will not be given to producers who withhold information deemed essential to A/E's analysis for acceptance. In submitting product data, make full disclosure of the design and composition of the product, including such information as physical and chemical composition and characteristics, weights and thicknesses, design of components, connections/fastenings, control diagrams, wiring diagrams, and the availability of maintenance and repair service by authorized and trained mechanics.
- E. Selection samples: No individual color selections from color/texture/pattern samples will be approved before receipt of all samples, including paint, to ensure overall coordination.
 - 1. Submit all exterior color selection samples at one time.
 - 2. Submit all interior color samples, for floor, wall, and ceiling finish products at one time.

1.5 SHOP DRAWING SUBMITTALS

- A. A proposed "Submittal Schedule" shall be submitted to the A/E as required by General Conditions of the Contract for Construction.
- B. Shop Drawings: Submit 2 or more prints, together with a sepia or electronic "original", for each required shop drawing.

1. The number of prints shall be as agreed to by Contractor and A/E after examining project size and complexity, as well as how many tiers of subcontracts, at the initial construction meeting.
 2. Advise in writing entities providing submittals of the number of copies required.
 3. At the earliest possible construction meeting, agree, with A/E and various trades, on the most effective medium for making copies of the "original" and the precise number of prints for various submittals.
 4. Submittal of shop drawings that require M-DCPS review and approval (such as door finish hardware / M-DCPS Lock-shop, roofing systems / M-DCPS Roofing Dept., EMS / M-DCPS Energy Management, etc.) shall be coordinated with the M-DCPS Project Manager to ensure prompt and proper handling of these submittals.
- C. Identify each shop drawing with at least the following information placed on each sheet:
1. Name of the facility and M-DPLS's project number.
 2. Name of firm preparing the shop drawing and name of Contractor.
 3. Date of drawing and any revision dates.
 4. Identification referring to exactly which Drawing and detail in the Construction Documents the shop drawing or shop drawing detail refers to. A/E may decline to review shop drawings without precise references to the Drawings.

1.6 SAMPLE SUBMITTALS

- A. Submit samples of sufficient size and quantity to clearly illustrate the functional characteristics of product, its component parts, attachment devices, and operation. Submit in A/E's selection of color, texture, and pattern if known.
- B. Record samples: After selections have been made, submit record samples for each product, if and as required by A/E.

1.7 FIELD SAMPLE AND MOCK-UP SUBMITTALS

- A. Erect at worksite, at a location facing southerly (southeast to southwest) with at least 40 ft of frontal viewing room, or otherwise as approved by A/E:
1. Size and area: As shown on Construction Documents.
 2. Incorporate reinforcing, accessories, and how head, jambs, sill and stools are coordinated with doors / windows / louvers and sealed against wind & water intrusion.
 3. Place on concrete foundation, elevate against mud splash, brace against overturning.
 4. Remove samples and mockups at completion of Work, as directed by the A/E.

1.8 ATTACHED AS PART OF THIS SECTION

- A. Submittal form:
1. Contractor to provide attached form. This form may be reproduced, the footer deleted, and stock information (such as project name and numbers, and names and addresses of the parties) replaced with project-specific information. **Items under contractor's certification SHALL BE INCLUDED IN ALL SUBMITTALS.**

END OF SECTION

SUBMITTAL FORM

Submittal No: _____

Date submitted by Contractor to A/E: _____

CONTRACTOR'S SUBMITTAL: *(Submit items from only one section of Specifications at a time on this form.)*

PROJECT _____ M-DPLS Project No: _____

Specification Section: _____ Section Title: _____

Description of item: _____

Name of Producer: _____

Name of Subcontractor: _____

Contractor's Certification: ☐ This submittal complies with the Construction Documents and has been coordinated with the rest of the Work
☐ This submittal is a proposed Substitution (Substitution Request Form must be submitted to the A/E for M-DPLS Approval)

Signature of Contractor's officer

Print name of Contractor's officer

Date

Officer's title

Contractor's firm name

ACTION SUBMITTALS

Quantity

Submittal (require approval or other action)

Product data attached	_____
Shop drawings attached	_____
Accompanying sample(s)	_____
Design or calculations	_____
Statement of qualifications	_____
Warranty Sample	_____
Other item(s)	_____

A/E ACTION:

REMARKS: _____

Signature of A/E

Print name of A/E

Date

A/E Title

A/E firm name

(The space below is for the A/E's submittal action stamp)

MIAMI LAKES LIBRARY BRANCH

EXTERIOR IMPROVEMENTS AND COMPREHENSIVE INTERIOR RENOVATIONS

SUBMITTAL LIST

This listing is intended to provide a useful map to the arrangement of the Master Format Numbers and Titles. The contractor may use this list to follow for required submittal. The list is not inclusive, please refer to the contract drawings for all required submittals:

DIVISION 02 - EXISTING CONDITIONS

02 40 00 Demolition and Structure Moving

DIVISION 03 - CONCRETE

03 10 00 Concrete Forming and Accessories

03 20 00 Concrete Reinforcing

03 30 00 Cast-in-Place Concrete

03 53 00 Concrete Topping

03 60 00 Grouting

DIVISION 04 - MASONRY

04 22 00 Concrete Unit Masonry

04 42 00 Exterior Stone Cladding

DIVISION 05 - METALS

05 12 00 Structural Steel Framing

05 21 00 Steel Joist Framing

05 40 00 Cold-Formed Metal Framing

05 50 00 Metal Fabrications

05 52 00 Metal Railings

05 59 00 Metal Specialties

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 22 00 Millwork

06 41 00 Architectural Wood Casework

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 00 Thermal Insulation

07 22 00 Roof and Deck Insulation

07 24 00 Exterior Insulation and Finish Systems

07 25 00 Weather Barriers

07 26 00 Vapor Retarders

07 27 00 Air Barriers

07 61 00 Sheet Metal Roofing

07 62 00 Sheet Metal Flashing and Trim

07 63 00 Sheet Metal Roofing Specialties

07 64 00 Sheet Metal Wall Cladding

07 65 00 Flexible Flashing

DIVISION 08 – OPENINGS

08 11 00 Metal Doors and Frames

08 12 00 Metal Frames

08 13 00 Metal Doors

08 14 00 Wood Doors

08 41 00 Entrances and Storefronts

08 42 00 Entrances

08 43 00 Storefronts

08 44 00 Curtain Wall and Glazed Assemblies

08 45 00 Translucent Wall and Roof Assemblies

08 46 00 Window Wall Assemblies

08 51 00 Metal Windows

08 55 00 Pressure-Resistant Windows

08 71 00	Door Hardware
08 74 00	Non-Integrated Access Control Hardware
08 75 00	Window Hardware
08 78 00	Special Function Hardware
08 79 00	Hardware Accessories
08 81 00	Glass Glazing

DIVISION 09 – FINISHES

09 31 00	Thin-Set Tiling
09 32 00	Mortar-Bed Tiling
09 34 00	Waterproofing-Membrane Tiling
09 51 00	Acoustical Ceilings
09 53 00	Acoustical Ceiling Suspension Assemblies
09 54 00	Specialty Ceilings
09 57 00	Special Function Ceilings
09 58 00	Integrated Ceiling Assemblies
09 61 00	Flooring Treatment
09 62 00	Specialty Flooring
09 65 00	Resilient Flooring
09 68 00	Carpeting
09 91 00	Painting
09 93 00	Staining and Transparent Finishing
09 94 00	Decorative Finishing
09 96 00	High-Performance Coatings
09 97 00	Special Coatings

DIVISION 10 – SPECIALTIES

10 11 00	Visual Display Units
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10 12 00	Display Cases
10 13 00	Directories
10 14 00	Signage
10 28 00	Toilet, Bath, and Laundry Accessories
10 71 00	Exterior Protection

DIVISION 11 – EQUIPMENT

11 51 00	Library Equipment
11 52 00	Audio-Visual Equipment
11 57 00	Vocational Shop Equipment
11 61 00	Broadcast, Theater, and Stage Equipment
11 62 00	Musical Equipment
11 67 00	Recreational Equipment

DIVISION 12 – FURNISHINGS

12 21 00	Window Blinds
12 24 00	Window Shades
12 25 00	Window Treatment Operating Hardware
12 31 00	Manufactured Metal Casework
12 32 00	Manufactured Wood Casework
12 34 00	Manufactured Plastic Casework
12 35 00	Specialty Casework
12 36 00	Countertops
12 46 00	Furnishing Accessories
12 48 00	Rugs and Mats
12 51 00	Office Furniture
12 52 00	Seating
12 59 00	Systems Furniture

DIVISION 13 - SPECIAL CONSTRUCTION

- 13 24 00 Special Activity Rooms
- 13 26 00 Fabricated Rooms
- 13 34 00 Fabricated Engineered Structures

DIVISION 21 – FIRE SUPPRESSION

- 21 11 00 Facility Fire Suppression Water Service Piping
- 21 12 00 Fire Suppression Standpipes
- 21 13 00 Fire Suppression Sprinkler Systems

DIVISION 22 - PLUMBING

- 22 33 00 Electric Domestic Water Heaters

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

- 23 64 00 Packaged Water Chillers
- 23 74 00 Packaged Outdoor HVAC Equipment

DIVISION 26 – ELECTRICAL

- 26 24 00 Switchboards and Panelboards
- 26 27 00 Low-Voltage Distribution Equipment
- 26 51 00 Interior Lighting
- 26 52 00 Safety Lighting
- 26 56 00 Exterior Lighting

DIVISION 31 – EARTHWORK

- 31 10 00 Site Clearing
- 31 12 00 Selective Clearing
- 31 13 00 Selective Tree and Shrub Removal and Trimming
- 31 14 00 Earth Stripping and Stockpiling
- 31 20 00 Earth Moving
- 31 22 00 Grading

- 31 23 00 Excavation and Fill
- 31 25 00 Erosion and Sedimentation Controls

DIVISION 32 - EXTERIOR IMPROVEMENTS

- 32 10 00 Bases, Ballasts, and Paving
- 32 11 00 Base Courses
- 32 12 00 Flexible Paving
- 32 13 00 Rigid Paving
- 32 14 00 Unit Paving
- 32 16 00 Curbs, Gutters, Sidewalks, and Driveways
- 32 30 00 Site Improvements
- 32 33 00 Site Furnishings
- 32 80 00 Irrigation
- 32 81 00 Irrigation Components
- 32 82 00 Irrigation Pumps
- 32 84 00 Planting Irrigation
- 32 90 00 Planting
- 32 91 00 Planting Preparation
- 32 92 00 Turf and Grasses
- 32 93 00 Plants
- 32 94 00 Planting Accessories
- 32 95 00 Exterior Planting Support Structures
- 32 96 00 Transplanting

DIVISION 33 – UTILITIES

- 33 10 00 Water Utilities
- 33 14 00 Water Utility Transmission and Distribution
- 33 19 00 Water Utility Metering Equipment

33 30 00	Sanitary Sewerage
33 31 00	Sanitary Sewerage Piping
33 41 00	Subdrainage
33 42 00	Stormwater Conveyance
33 46 00	Stormwater Management
33 73 00	Utility Transformers

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1: GENERAL

1.01 DESCRIPTION:

- A. This section specifies preparing and submitting shop drawings, product data, and samples required under the Contract.
- B. Dates for submission, and dates on which approved shop drawings, product data, and samples for each product will be needed, shall be designated in the Contractor's Schedule and are required within the first 90 calendar days after NTP.
- C. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the contractor, subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- D. Product Data are illustration, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- E. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- F. The Contractor shall review, for compliance with the Contract Documents, and approve Shop Drawings, Product Data, Samples and similar submittals required by the Design-Build Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County. The Contractor shall provide the County access to view any Shop Drawings, Product Data and Samples. The Contractor shall submit shop drawings for review and concurrence by the County.
- G. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Design-Build Firm represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- H. The Contractor shall perform no portion of the Work until the County has concurred with each approved submittal.

1.02 SHOP DRAWINGS:

- A. The Contractor shall prepare and approve all Shop Drawings. Shop Drawings shall be submitted to the MDC representative or Engineering of Record (EOR), for review and approval.

Shop drawings shall bear the stamp and signature of the Contractor's Engineer of Record (EOR) and Specialty Engineer, as appropriate.

- B. The Contractor shall furnish all shop drawings that are necessary to complete the scope of work in compliance with the design shown on the plans. Prepare all shop drawings using the same units of measure as those used in the Design-Build Firm's drawings. Prepare or reproduce drawings on permanent material made for that purpose, such as paper or in PDF format. Shop drawings sheet size shall be 11 by 17 inches. Changes in products, for which shop drawings have been accepted, will not be permitted unless those changes have been accepted, in writing by the Engineer, as provided in Section 01 33 00, SUBMITTALS, SUBSTITUTIONS AND PRODUCT OPTIONS.

1.03 QUALITY ASSURANCE:

Shop drawings shall be prepared to a high standard of quality, and to the satisfaction of the County. Drawing level control shall be established and implemented to ensure documentation is controlled for specified applications on contract.

1.04 PRODUCT DATA:

- A. Provide original documents or clearly legible photographic or xerographic copies of documents other than drawings, such as trade literature, catalogue information, calculations, manuals, etc. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12, ...12 of 12). Prepare all documents using the same units of measure as those used in the contract drawings. Bind and submit all documents with a cover sheet. List on the cover sheet the complete Contract number, a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the contractor's approval stamp with the date and initials, the Engineer of Record approval stamp with the date and initials indicating the disposition and, when applicable, the signature and embossed seal of the Specialty Engineer.
- B. Manufacturers' standard schematic drawings shall be modified to delete information which is not applicable to the project. Standard information shall be supplemented to include additional information applicable to the project.
- C. Manufacturers' standard catalog cuts, brochures, diagram, schedules, performance charts, illustrations, calculations, and other descriptive data shall be modified to delete information which is not applicable to the project. Dimensions, clearances, performance characteristics and capacities, and wiring diagrams and controls shall be shown.
- D. Certificates of Compliance shall be submitted for those products for which no samples and test results are specified. Certificates shall state that the product complies with the requirements of the respective specification section and shall be signed by a representative of the product manufacturer. A copy of the certificate shall accompany the product for which the certificate is prepared.

1.05 SAMPLES:

- A. Samples shall be of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials and shall clearly show attachment devices. After review and approval by the Engineer, samples may be used in construction of the project if samples are not damaged and are properly dispositioned for use. Changes in products for which samples have been accepted will not be permitted unless those changes have been approved, in writing, by the Engineer.
- B. Samples and sample installation shall be erected at the job site at locations acceptable to the Engineer and shall remain in place or available until completion of the project.

1.06 DADE COUNTY PRODUCT CONTROL APPROVAL:

The Contractor shall submit all required Dade County Product Approvals, as applicable, in accordance with this section and the Florida Building Code.

1.07 CONTRACTOR RESPONSIBILITIES:

- A. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or other submittals by the County's approval thereof.
- B. The Contractor shall review, for compliance with the Contract Documents and approve Shop Drawings, Product Data, Samples and similar submittals required by the Design-Build Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County.
- C. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- D. Field measurements, catalog numbers, and similar data shall be verified.
- E. Returned marked-up submittals shall be reviewed and those requiring changes shall be changed and shall be resubmitted.

1.08 SUBMISSION REQUIREMENTS:

Submittals, accepting test results, shall be made within the first 90 calendar days and schedule the required manufacturing time frame. Test results shall be submitted within five days after each test has been completed. Office samples shall be shipped prepaid.

- A. Quantities to be submitted shall be as follows:

1. One reproducible sepia and three prints of shop drawings or in PDF/CD format at each submittal until approved by the Engineer. If shop drawings are not approved, the marked-up sepia and one marked up copy will be returned.
 2. Three copies of manufacturers' standard schematic drawings.
 3. Three copies of manufacturers' calculations and three copies of manufacturers' standard data.
 4. Three samples as specified in each of the specification sections, unless otherwise specified.
 5. Three copies of each test result.
 6. Three copies of each Certificate of Compliance.
 7. Three copies of the Dade County Product Control Notice of Acceptance, if applicable.
- B. Submittals shall be accompanied by two transmittal forms containing the following information:
1. Date submitted to the Engineer.
 2. Project title and Contract Number.
 3. Supplier's, manufacturer's and subcontractor's name, address, and telephone number.
 4. Number and title of each shop drawing, product data, and sample submitted.
 5. Notification of known deviations from the drawings and the specification sections; and
 6. Dade County Product Approval number, if applicable.
 7. Other pertinent data.
- C. Submittals shall include a white space, three by four inches, in the lower right corner just above the title block, in which the Specialty Engineer may indicate the action taken. Submittals, as applicable, shall show as a minimum the following information:
1. Date and revision dates.
 2. Project title, drawing title and number and MDPLS Contract Number.
 3. The names of the Contractor's engineer, Subcontractor, lower tier Subcontractor, supplier, manufacturer and the name of the detailer or person(s) responsible for the drawing.

4. Consecutively number each sheet in the submittal series and indicate the total number in the series (i.e., 1 of 12, 2 of 12, ... 12 of 12).
5. Identification of product by description, model number, style number, serial number, or lot number.
6. Location of the item(s) within the project.
7. Relation to adjacent structure or materials.
8. Field dimensions clearly identified as such.
9. Applicable specification section numbers.
10. Applicable standards, such as ASTM number and Federal Specification number.
11. Identification of known deviations from the drawings and specification sections.
12. Contractor Engineer's stamp, signed, and dated certifying review of submittal, verification of field measurements, and approval for compliance with the drawings and specification sections, and, when applicable, the signature and embossed seal of the Specialty Engineer.
13. Include in submittals a reference to supporting Subcontract drawing.
14. The Engineer will request a re-submittal when any of this minimum information is not included.

1.09 RESUBMISSION REQUIREMENTS:

Resubmittals shall be submitted by the Contractor to avoid delays to the project.

- A. Initial Shop Drawings: Shall be revised as required and resubmitted as specified for initial submittal. Changes which are made, other than those requested by the Engineer, shall be so indicated.
- B. New Product Data and Samples: Shall be resubmitted as specified for initial submittal.

1.10 CONTRACTOR ENGINEER'S DUTIES:

- A. Submittals will be reviewed and marked.
- B. Submittals will be reviewed for conformance to the requirements of the Drawings, Specifications and Contract Documents.
- C. Review of a separate item will not constitute review of an assembly in which the item functions.

- D. Stamp, date, and signature will be affixed, and will certify that the submittal has been reviewed and approved.
- E. The Contractor shall have approved shop drawings filed during construction.

PART 2: PRODUCTS

2.01 No products are required except as indicated in PART 1: GENERAL.

PART 3: EXECUTION

3.01 No products are required except as indicated in PART 1: GENERAL.

PART 4: MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

Work under this Section will not be separately measured for payment.

4.02 PAYMENT:

No separate measurement or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01520
CONSTRUCTION FACILITIES AND SERVICES

1.1 RELATED REQUIREMENTS

- A. For additional requirements in remodeling work, follow the "Summary of Work" section of these Specifications. .

1.2 OVERALL REQUIREMENTS

- A. Contractor's Use of Premises:
 - 1. If not already shown in Drawings, M-DPLS will designate a staging area in the worksite for the Contractor's use. Maintain the area in a clean and organized manner.
- B. During construction and the correction / warranty phases provide:
 - 1. Temporary Structures: Provide offices, storage and work sheds (or trailers), and service vehicles. Supply, install, and maintain during construction and correction of the Work.
 - a. Before installing offices and sheds, obtain approval of A/E and M-DPLS as to the number, size, design, furnishings and equipment, location, access, plumbing, HVAC, electrical, communications, and security provisions for each type of unit.
 - 2. Fences and Barriers: Provide as needed to prevent unauthorized entry and to protect the facility's occupants, the Work, staging area, existing facilities, and landscaping from construction and related operations.
 - 3. Construction Aids: As needed to facilitate construction.
 - 4. Construction Services: As needed for cleanliness and order.
- C. Comply with applicable requirements shown elsewhere in the Contract Documents:
 - 1. Materials may be new or used, and shall suitable for the intended purpose.
 - 2. Comply with requirements of FBC, Authorities Having Jurisdiction (AHJ), and other regulations.
 - 3. Locate and relocate construction aids as needed for construction progress, storage, and needs of others, such as M-DPLS and other contractors employed by M-DPLS at the worksite, also using the staging area as appropriate.
 - 4. Maintain facilities and equipment in good, operable/usable condition.
- D. Year Round Hurricane Precautions: Provide appropriate tie-downs for trailers, field offices, sheds, and other staging area vehicles and equipment to be capable of withstanding wind velocity pressures following American Society of Civil Engineers (ASCE):
 - 1. Submit to the A/E calculations and connection details, signed and sealed by a Florida registered Professional Engineer, using wind velocity pressure values for the specific structure according to the ASCE 7 edition adopted by the FBC applicable to the Project.
- E. Remove construction aids when no longer needed for the work. Remove foundations and underground installations installed for construction aids, including casting beds for tilt-up panels and gravel beds for parking. Repair damage caused by installation and use of construction aids.

1.3 CONSTRUCTION PROJECT SIGN

- A. Furnish, erect, and maintain signs as required by applicable safety regulations or as necessary to safeguard life and property.
- B. Before the construction project sign is accepted by the A/E as to size, design, type, location, and local regulations, Contractor and subcontractors may erect temporary signs for purposes of identification and controlling traffic.
- C. Upon starting construction, provide an 8'-0" x 8'-0" project sign as required by M-DPLS

1.4 FIELD OFFICES AND SHEDS: (if required for this project)

- A. Construction:
 - 1. Structurally sound, weathertight, with floor raised aboveground.
 - 2. Temperature Transmission Resistance: Compatible with human occupancy and storage requirements.
 - 3. At Contractor's option, portable or mobile buildings may be used. Mobile homes, when used, shall be modified for field office use.
- B. Contractor's Field Office: (if required for this project)
 - 1. Size as required for general use and to provide space for project meetings.
 - 2. Services:
 - a. Lighting: 50 foot-candles at desk-top height.
 - b. Exterior lighting at entrance door.
 - c. Automatic heating and cooling equipment to maintain 70 to 75 °F.
 - d. At least six 110 V duplex electric outlets, with 1 or 2 each wall of major spaces.
 - e. Electric Distribution Panel: Two circuits minimum, 110 volt, 60 Hz service.
 - f. Drinking water and toilet facilities.
 - g. Telephone: Direct line instrument.
 - h. Photocopier available for use by M-DPLS and A/E.
 - i. Facsimile machine available for use by M-DPLS and A/E.
 - j. Two wireless 2-way communication devices for use by M-DPLS.
 - k. Mount thermometer at a convenient outside, continuously shaded location.
 - 3. Meeting Area Furnishings:
 - a. Conference table and chairs for at least 8 persons.
 - b. Racks and files for Project Record Documents in or next to the meeting area.
 - c. Other Furnishings: Contractor's Option.
 - d. Provide electrical, lighting, and telephone services as necessary.
 - 4. One 10-inch (250 mm) outdoor-type thermometer.
- C. M-DPL's Field Office: Provide an adjacent air-conditioned and heated field office space. (if required for this project)
 - 1. Arrange space to allow separation and privacy by means of a lockable door.
 - 2. A minimum area of 120 square feet of space, adequately lighted, with electrical service and receptacles for normal office aids.
 - 3. Furnishings: Include one secretarial type desk and chair, one table approximately 3 feet by 6 feet, one lockable 4-drawer letter size file cabinet, and a vertical blueprint rack.
 - 4. Provide a desk telephone in M-DPLS's office for M-DPLS's exclusive use.
 - 5. Provide direct line telephone service and DSL service at the construction site as follows:

- a. One direct line telephone for A/E, and Board.
- b. One direct fax line for A/E, and Board.
- c. Other instruments at Contractor's option, or as required by law.
- d. Contractor shall pay costs for installation, service charges, maintenance, removal, including charges for local calls and DSL.
- e. New mid-range desktop computer complete with 19" flat screen monitor and keyboard, which will become the property of M-DPLS.
- f. Six (6) hardhats for sole use by Board personnel.

- D. Storage Sheds: Provided as needed for various subcontractors or trades.
 - 1. Dimensions: Adequate for storage and handling of products.
 - 2. Ventilation: Comply with specified and code requirements for products stored.

1.5 USE OF PERMANENT FACILITIES IN PLACE OF FIELD OFFICES AND SHEDS

- A. Permanent facilities, enclosed, habitable, and with operable mechanical and electrical facilities, may be used as offices located in the building.
 - 1. Consult with A/E and M-DPLS regarding permission for use of selected areas within the building.
 - 2. Provide specified furnishings, equipment, and services as for field offices and sheds, unless some of these items are made available by arrangement with the host facility.

1.6 INSTALLATION AND OPERATION OF FIELD OFFICES AND SHEDS

- A. Fill and grade sites for temporary structures to provide surface drainage without ponding.
- B. Construct, or set portable, temporary field offices and sheds on proper foundations within staging area. Provide connections for utility services.
 - 1. Secure temporary structures against break-ins and hurricane winds.
 - 2. Provide intrusion alarm system reporting 24/7 to a central monitoring service approved by the A/E and M-DPLS.
 - 3. Provide slip-resistant steps and landings at entrance doors.
 - 4. Provide an ADA-compliant ramp leading to room used for construction meetings.
 - 5. Provide an ADA compliant restroom adjacent to the room used for construction meetings.

1.7 VEHICLE AND EQUIPMENT PARKING

- A. Contractor Parking: Within the assigned construction staging area, provide space for construction vehicle and equipment parking for the Contractor and all tiers of Subcontractors, suppliers and service personnel, and visitors. Construction workers shall be directed to park their personal vehicles in the staging area when room is available for them; if insufficient room is available in the staging area for the parking of construction workers' vehicles, workers shall be directed to park their vehicles off of the library site and so as not to obstruct or interfere with traffic and library operations and vehicles, including (but not limited to) library busses and parents' vehicles that are dropping off or picking up students. The Contractor shall be responsible for monitoring and policing the off-site parking of construction workers and making sure that no workers park improperly or drive their vehicles to and from the library area in a manner that presents a danger to the public.

- B. A/E and M-DPLS Parking: Within the staging area, provide 2 to 3 reserved spaces for A/E, Building Inspector's and M-DPLS vehicles.
- C. Provide crushed rock of sufficient thickness to prevent mud and rut formation at all vehicle parking spaces and their access lanes. Also provide crushed rock at parking locations for equipment that is frequently used, in order to keep staging area mud and rutting to a minimum. **All staging areas to be aerated and sodded at end of construction, no seeding will be allowed.**

1.8 FENCES AND BARRIERS

- A. Fences: (as required)
 - 1. Before start of work, enclose the worksite with chain link fence at least 6 ft. high, with multiple gates, all approved as to type, number and location by A/E and M-DPLS:
 - a. Locate fences to enclose construction areas and construction staging area. Construction parking may be included only if approved by A/E and M-DPLS.
 - b. Provide vehicle gates as needed for construction and access to existing facility and parking. Do not interfere with existing traffic patterns.
 - c. Provide pedestrian gates as needed to provide controlled entry of construction personnel and other persons.
- B. Provide barriers, new or used, as needed:
 - 1. Vehicle barriers: Concrete jersey barriers, movable.
 - 2. Maintain and relocate barriers as needed during construction.

1.9 TEMPORARY AIR-CONDITIONING AND VENTILATING

- A. Provide air-conditioning and ventilation as needed to:
 - 1. Maintain adequate environmental conditions to facilitate progress of the Work.
 - 2. Meet specified minimum temperature, humidity and air circulation conditions for the installation of each material.
 - 3. Protect materials and finishes from damage due to temperature, moisture, drafts or humidity.
 - 4. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, or to prevent hazardous accumulations of dust, fumes, vapors, and gases.
 - 5. Pay costs of installation, maintenance, operation, removal, and for energy/fuel consumed.

1.10 CONSTRUCTION AIDS

- A. Provide scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, casting beds for tilt-up panels, insect and rodent control, sanitary facilities and services, and other equipment, aids and services as needed to construct and correct the Work and to protect site, construction and the public.
- B. Keep construction aids in good condition, clean, with warnings to protect occupants and public, and remove when no longer needed.

1.11 CONSTRUCTION SERVICES

- A. Protect the work and the site from infestations, such as from rodents and insects.

1.12 CLEANING, MAINTENANCE, AND REMOVAL

- A. Provide periodic cleaning and maintenance for field offices and sheds, barriers, fences and construction aids. For building cleaning and waste management, see Section "Waste Removal and Cleaning" of these Specifications.
- B. Remove field offices and sheds, barriers, fences and construction aids when no longer needed, at time each removal is approved by A/E and M-DPLS:
 - 1. Remove foundations and debris, grade site to specified elevations, and complete remaining site work indicated on Construction Documents.
 - 2. Clean and repair damage caused by installation or removal of construction facilities.
 - 3. Re-grade so as to properly drain, compact the fill, and sod the areas that remain after removing tilt-up panel casting beds, concrete spillage, and after filling tracks and ruts left by tilt-up and other equipment.

1.13 ADDITIONS, RENOVATIONS AND REMODELING

- A. In addition to the requirements specified above, provide the following construction facilities and services when adding to, renovating or remodeling an existing facility.
- B. Contractor's Use of Premises:
 - 1. The M-DPLS will designate an on-site area for the Contractor's use. Maintain in a clean and organized manner.
 - 2. Remove excess materials from the site after the completion of each sequence or phase of construction.
 - 3. Remove debris and clean areas of the building and project site containing construction materials, debris, and spills on a daily basis to the satisfaction of M-DPLS. Dispose using covered rubbish containers.
 - 4. Be responsible for the security of materials and equipment stored on-site. Maintain the safety of persons in and surrounding the project site.
 - 5. Before Substantial Completion, repair and return the designated on-site area to its original condition or to its revised use to the satisfaction of A/E and M-DPLS.
- C. Sequencing and Scheduling: Work performed on library holidays or weekends shall be at no additional expense to M-DPLS, except when approved by M-DPLS:
 - 1. The sequence of delivery and storage of materials shall comply with M-DPLS's restrictions for use of the site.
 - 2. Coordinate and schedule the Work to ensure deliveries are not obstructed or delayed. The sequence and scheduling of this Work require acceptance by M-DPLS and the A/E.
- D. Work Restrictions:
 - 1. Demolition:
 - a. Perform demolition in a manner to minimize noise, dust, time of disruption, and safety hazards.
 - b. Perform demolition during hours agreed to by M-DPLS.
 - c. Drill or cut concrete and masonry in such manner as to avoid reducing load bearing capacities of structural elements and to avoid mechanical and electrical services that may be concealed or built into these materials.
 - 2. Safety: Supply and maintain safety signage, barriers, and construction aids. Conduct work in such manner as to maintain the safety of the building occupants.
 - 3. Schedule Work with M-DPLS and the A/E.

4. Food Preparation, Food Storage, Food Serving Areas:
 - a. Avoid all work in these areas during occupancy by kitchen staff or students. Verify times of kitchen staff and student use of these areas with M-DPLS and A/E.
 - b. At the end of each workday, leave these facilities in a sanitary and operational condition.
 - c. Use only cleaning products and methods accepted by M-DPLS.
 5. Railings, Guardrails, and Stairs: Avoid work on or near these areas when they are occupied by visitors or staff.
 6. Occupied Spaces: Schedule Work with M-DPLS and A/E to minimize the number of spaces interrupted during any work period.
 7. Ceilings:
 - a. Remove existing ceiling construction as required for the installation of mechanical and electrical work or to allow working room for the installation of new walls.
 - b. If scheduled to be reused, carefully remove and set aside existing light fixtures. Maintain in original condition or refurbish for subsequent reinstallation according to Construction Documents. Reinstall light fixtures at appropriate time.
 - c. Provide new ceiling materials to match existing ceilings damaged during construction. Provide new light fixtures in locations as noted on Drawings.
 - d. New work shall match existing texture, color, pattern, construction, type, and quality of finish. Where repainting is required, repaint the entire affected ceiling surface – spot repainting is not acceptable.
- E. Coordinate the following with A/E and M-DPLS:
1. Do not interfere or disrupt the use of the facility during electrical, fire alarm, detection systems, or intercommunication system work.

END OF SECTION

SECTION 016000 PRODUCTS

1.1 DEFINITIONS OF TERMS USED IN THE CONSTRUCTION DOCUMENTS

- A. Product: Material, item of equipment, accessory, component, fabrication, assembly, sub-system, or system to be installed in the Work, including instructions for installation, operation and maintenance, or correction or replacement if defective:
 - 1. Products include such items as connections, support, fastenings, casings, finish, hardware, accessories, trim, wiring, hookup, controls, and testing.
- B. Producer: Provider, manufacturer, fabricator, including, where cited, the producer's representatives, trainers, product designers / engineers, and authorized distributors.
- C. Substitution: A change, other than a minor deviation, in a product or its installation from what is shown in the Construction Documents.
 - 1. Substitution request. Documented proposal by Contractor to change a product.
 - 2. Deviation: A minor change submitted for A/E review.

1.2 AUTHORITY OF REFERENCED STANDARDS

- A. Follow the specified issue or revision date of each reference standard:
 - 1. When more stringent requirements than those made by the standard are specifically required by FBC (Florida Building Code), comply with FBC.
- B. For products or workmanship that are specified in part or wholly by reference standards, follow the standard(s), except: when the specified description of a product is more stringent or detailed than the (usually more generic) requirements of a standard:
 - 1. The specified standard for a product will be enforced over the specified or unspecified properties of a named producer's brand. If a choice must be made between following the standard or the brand, follow the standard.
- C. Method of Specifying Products: In these Specifications each product is specified by its:
 - 1. Description.
 - 2. Referenced standard(s).
 - 3. Product name and its producer.or by one, two or all of these methods but always in that order of precedence.
 - 4. Additional requirements are added where applicable, such as required performance or the location of the product in the Work.
- D. Priority of Description over Standards: In case of disagreement, the specified description of each product takes precedence over provisions in a standard:
 - 1. The governing standard shall be the edition of that standard as listed in the edition of the FBC applicable to the project.
 - 2. If the referenced standard is not listed in FBC, the edition of that standard indicated in the Specifications shall govern, provided that the standard does not conflict with other requirements of the FBC.

- E. Priority of Description over Product / Producer: The specified description of each product takes precedence over producer names, product brand names, and producers' catalog numbers:
 - 1. Also, if there is conflict between any aspect of named producer's brand and a provision of the referenced standard(s), the referenced standard (s) shall govern. If a choice must be made between following the brand or standard, follow the standard.
- F. For convenience in communicating the design intent of the Construction Documents, certain products may be designated by a brand or trade name or the name of the producer, together with catalog number or other identifying information:
 - 1. Where two or more products/producers are specified by name, the Contractor has the option of furnishing any one of the named product brands.
 - 2. If, the Contractor wishes to propose an alternative product, it shall then describe the product it proposes by means of a fully executed Substitution Request Form, (as attached to this section). The Contractor must receive approval from M-DPLS on the Substitution Request Form, to order or install the Contractor's proposed substitute product.
 - 3. For products specified by naming two or more products / producers without the words "or equal", "or equal in quality and performance as approved by A/E and M-DPLS", or similar language, The Contractor has the option to select, but to not to substitute.
- G. Options Available to Contractor:
 - 1. Where products are specified by reference standard only, Contractor may select any product it deems to comply with the requirements of the standard. Submit name of selected product and producer for review by A/E and M-DPLS.
 - 2. Single source. Where one product/producer is specified, furnish that product, as described, unless a substitute is approved following Contractor's submittal of a fully executed substitution request.
 - 3. Do not request substitutions as part of a required submittal. The substitute product must be approved by the A/E and endorsed by M-DPLS prior to the required submittal.
- H. No Substitution: When one product/ producer is specified, followed by "No substitution", or similar wording, provide that product alone unless its unavailability can be documented on the Substitution Request Form contained in this section of the Specifications.
- I. Basis of Design Specification: Where a specific producer's product is termed "basis of design" along with its type, model or other distinguishing properties, that product can be used in the Work, along with other products that the Contractor can demonstrate to be equal in quality, appearance and performance. Approval will be given upon submittal of product data and shop drawings or sample, for review and acceptance by A/E and M-DPLS.

1.3 SUBMITTALS

- A. Products List: Within 30 days after NTP date, submit to A/E and M-DPLS a list of specified products to be provided, with the name of each producer and subcontractor or installer as indicated in Schedule of Values.
- B. If a Materials Safety Data Sheet (MSDS) is specified for submittal, it is only to confirm to A/E and M-DPLS that product ingredients follow the Specifications, and not to relieve the Contractor of its responsibility to enforce safety in the Work. MSDS will not be reviewed or approved by the A/E or M-DPLS.

1. Substances that may be hazardous: The law requires that an MSDS for each product be obtained by the Contractor and made available to workers and building occupants. In educational facilities, comply with the requirements of FBC 423.6.2, Contractor toxic substance safety precautions: "When hazardous chemicals as defined by 29 CFR 1910.1200, OSHA Hazard Communication Standard, are to be used during the maintenance, renovation, remodeling, or addition to an existing facility, the contractor shall notify the administrator in writing at least three working days before any hazardous chemical is used. The notice shall indicate the name of each of the hazardous chemicals to be used, where and when they will be used, and a copy of a Material Safety Data Sheet (MSDS) for each hazardous chemical. The contractor shall comply with the safety precautions and handling instructions set forth in the MSDS. Copies of hazardous waste manifests documenting disposal shall be provided to the facility's administrator who will notify occupants of the anticipated presence of toxic substances during the maintenance, renovation, remodeling, or addition to an existing facility."

1.4 SELECTING APPEARANCE FEATURES

- A. All products are subject to selection by the A/E for appearance features. The term "appearance feature" includes such qualities as color, style, texture, pattern, and accent colors:
 1. An "accent color" is a differing color that is used for inserts, bands or borders in any selected "field color"; it is also the second color in a pattern, such as a checker M-DPLS pattern.
 2. In addition, numerous products – such as wood, glass, tile, carpet, wall and ceiling finishes, paint, coatings, casework, trim, elevator cars, equipment finishes, and mechanical / electrical fixtures – require that either one selection be made by the A/E for each space, or – at no addition to the Contract Sum – multiple selections be made by the A/E for:
 - a. One or several appearance features throughout multiple spaces;
 - b. One or several appearance features within a space;
 - c. One or several appearance features at the exterior of a building.
- B. Provide products that follow the A/E's selection of appearance features at no increase in the Contract Sum for each product that is submitted by the Contractor for approval.
- C. Samples for Selection: Selection samples shall be submitted for selection
 1. Submit color selection samples covering the full line of appearance features that are available without special order or custom production, unless otherwise specified in the Contract Documents.
 2. In the case of paint and coatings, each color in a producer's book of samples shall be considered standard.
 3. Include for appearance feature selection all interior and exterior products:
 - a. That possess features that are visible in the finished work and,
 - b. That are not products usually left in their natural state (such as stainless steel, glass, and bituminous products).

1.5 TIMELY PROCUREMENT BY CONTRACTOR

- A. Schedule and place orders for products early to ensure delivery in time for installation following the Construction Schedule. Place critical "order" and "deliver" times on the Schedule and monitor as required to avoid delays in delivery.

- B. Place all product orders early enough that delivery delays and product unavailability does not occur. No increase in Contract Time will be approved because of the Contractor's failure to analyze its needs well in advance of product delivery.
- C. Track products with availability or delivery problems on the Construction Schedule and take actions to expedite.

1.6 DELEGATED DESIGN

- A. Where custom or further detailed design of a product is required in the Construction Documents, A/E will provide performance and design criteria as needed for the Work:
 - 1. The Contractor's design professional shall provide the services of a Florida-licensed Architect or Engineer for the delegated design task.
 - 2. The Contractor's design professional shall provide the delegated design of the system, assembly, component, or item of equipment. Signed and sealed shop drawings complete with any required engineering calculations shall be submitted for acceptance by M-DPLS's and A/E.
 - 3. If M-DPLS's A/E accepts the delegated design, it shall be only for the limited purpose of checking the Contractor's design professional's conformance with information given and the design concept as expressed in the Construction Documents.
 - 4. The A/E and M-DPLS are entitled to rely on the adequacy, accuracy and completeness of the services and certifications provided by the Contractor's design professional.
 - 5. The Contractor and its design professional shall promptly notify the A/E of missing performance and design criteria in the Construction Documents.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products so as to prevent damage, deterioration and theft. Follow each producer's instructions.
- B. Deliver products to worksite in undamaged condition, in sealed shipping containers or palletized and wrapped, labeled, with instructions for handling, storing, protecting, installing, and cleaning.
 - 1. Schedule delivery to not delay work and to keep on-site storage period short.
 - 2. Inspect delivered products to ensure Contract compliance, including no damage and proper protection.
- C. Store products away from moisture and protect them so that deterioration, deformation, and mold cannot develop. Reject and dispose of damaged wet or moldy products immediately.
- D. Store products so as not to overload structure or interfere with other work:
 - 1. Protect from rain and dew by storing products in building, or outside under waterproof covers, secured against wind and theft, at top and all sides. Elevate to protect from flooding, moisture and rusting, and to promote air circulation under cover.
 - 2. Protect light-sensitive products against deterioration.
 - 3. Protect temperature-sensitive products against excessive heat, freezing, melting and decomposition.
 - 4. Store, secure and shelf products so that identifying, accessing, and assembling can proceed with security, accuracy and in good light.
 - 5. Maintain products and equipment by desiccating, lubricating, treating for rust, and periodically turning over or rotating, as applicable.

- E. Coordinate and work with the A/E and M-DPLS to designate suitable and adequate storage locations for both construction products and existing and N.I.C FF&E items.

1.8 PRODUCT SUBSTITUTIONS

- A. Product Substitutions: Should Contractor find a compelling reason to use a material, equipment, product or system other than specified, Contractor shall secure from M-DPLS through A/E, written approval for the use of the alternative material, equipment, product or system following the General Conditions of the Contract for Construction:
 - 1. Submit and fully document any request for a substitute product or installation procedure using the Substitution Request form attached as part of this section.
 - 2. Contractor shall make such Request for Substitution, in writing, not later than **thirty (30) days after the NTP** of the Contract and before ordering any materials requiring approval. M-DPLS is not obligated to consider Requests for Substitution or re-submittal of previously rejected substitutions after the foregoing ten(10) day period.
- B. **After the 30-day period has elapsed, the only substitution requests that may be considered by M-DPLS are for documented unavailability. Failure of Contractor to order in time to meet the Construction Schedule will not be considered.**
- C. A request for substitution of a product may be considered by the A/E and M-DPLS only after the Contractor has performed the following:
 - 1. Has investigated the proposed product and determined it is equal or superior to the specified product, giving the name and address of a similar installation.
 - 2. Provides an explanation and justification that the product to be provided as the substitution is equal or superior in quality and performance, including durability, appearance, ease of maintenance and resistance to vandalism and hurricanes.
 - 3. Provides an explanation that the proposed product is compatible with adjacent products.
 - 4. States that the use of the proposed substitutions will create no change, or a reduction, in Contract Time and Contract Sum.
 - 5. Agrees to provide same or better warranty for the proposed product substitution as for the product specified.
 - 6. Agrees to be responsible for coordinating and installing the substitution, including fit and needed clearances.
 - 7. Agrees to pay for any necessary changes to other work required by the substitution.
 - 8. Agrees to pay costs, for A/E's services required to revise the Construction Documents, for all work impacted by the substitution and make the Work complete and to function properly.
 - 9. Waives all claims for additional costs in the Work that may subsequently become apparent and attributable to the Contractor's request for substitution.
 - 10. Provide samples when requested by A/E.
 - 11. Agrees to be responsible for any changes required to any other system, equipment and incidentals to all surrounding areas.
- D. The burden of proof as to the comparative quality or suitability of proposed substitute products shall be on the Contractor.
- E. The decision of A/E and M-DPLS whether to accept or reject each substitution request shall be final. **MDPLS reserves the right to request a credit.**

1.9 ATTACHED AS PART OF THIS SECTION

- A. Substitution Request form:

1. This form may be reproduced, the footer deleted, and stock information (such as project name and numbers, and names and addresses of the parties) replaced with project-specific information.

END OF SECTION

SUBSTITUTION REQUEST FORM

Substitution Request No. _____

Date Received by the A/E: _____

CONTRACTOR'S REQUEST AND SUPPORTING INFORMATION

PROJECT: _____ M-DPLS Project No. _____
Specification Section & Paragraph: _____ Section Title: _____
Description of item in Contract: _____

TIME OF REQUEST

Date of Award of Contract: _____

Days from Contract Award to Request: _____

SUPPORTING DOCUMENTS ATTACHED

Product data ☐ yes ☐ no

Sample(s) ☐ yes ☐ no

Cost Comparison ☐ yes ☐ no

Drawings ☐ yes ☐ no

(Drawings shall convey information that will appear when shop drawings are submitted for approval.)

REASON FOR REQUEST: _____

SUBSTITUTE PROPOSED

Name: _____ Model: _____

Finish: _____

Producer of substitute: _____ Phone: _____

Installer of substitute: _____ Phone: _____

How substitute is different from specified product: _____

Existing similar installation: _____

Address of installation: _____

Owner of installation: _____ Phone: _____

CONTRACTOR'S CERTIFICATION

Proposed substitute has been investigated and it is equal or superior to specified product. ☐ yes ☐ no

Contractor & producer will provide same warranty terms as required for specified product. ☐ yes ☐ no

Equal maintenance service and parts are available equal to specified product. ☐ yes ☐ no

Proposed substitute will not delay construction schedule. ☐ yes ☐ no

Proposed substitute does not affect dimensions, fit, or clearances. ☐ yes ☐ no

Proposed substitute will have no adverse effect on other work. ☐ yes ☐ no

Cost comparison is complete. ☐ yes ☐ no

Surrounding work will be altered to accommodate substitute, at no cost to M-DPLS. ☐ yes ☐ no

Contractor will credit M-DPLS for A/E fees to redesign and administer changes in work caused by proposed substitution. ☐ yes ☐ no

Signature of Contractor's corporate officer

Print name of corporate officer

Corporate officer's title

Date

Contractor firm name

Address

Contractor phone

Contractor e-address

SUBSTITUTION REQUEST FORM

M-DPLS Project No. _____

Substitution Request No. _____

FINDINGS OF A/E AFTER REVIEW

Request made within time permitted by General Conditions.	<input type="checkbox"/> yes <input type="checkbox"/> no
Original specified product is unavailable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Comprehensive supporting documents are acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Reason for substitution request is acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed Substitute is equal or better than specified product.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed producer of substitute is acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed substitute is aesthetically acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed substitution durability and life cycle cost are acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed substitution installation elsewhere examined and found acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
No addition will be made to Contract Sum for proposed substitute.	<input type="checkbox"/> yes <input type="checkbox"/> no
No addition will be made to Contract Time for proposed substitute.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed substitution addition to Contract Sum found to be acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Credit for proposed substitution found to be acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed substitution addition to Contract Time found to be acceptable.	<input type="checkbox"/> yes <input type="checkbox"/> no
Proposed substitute does not require design revisions.	<input type="checkbox"/> yes <input type="checkbox"/> no
Other reasons to recommend approval or rejection of substitution request:	

A/E RECOMMENDATIONS

- | | |
|--|---|
| <input type="checkbox"/> Recommend Rejection of Request (See Remarks) | <input type="checkbox"/> Recommend Approval |
| <input type="checkbox"/> Recommend Request Returned due to Incompleteness (See Remarks) | |
| <input type="checkbox"/> Recommend Request Returned stating other steps to take for Acceptance (See Remarks) | |

REMARKS:

_____ Signature of A/E	_____ Print name of A/E	_____ Date
_____ A/E's Title	_____ A/E firm name	

M-DPLS ACTION: *MDPLS reserves the right to request a credit for the product substitution.*

- | | |
|---|--|
| <input type="checkbox"/> Request Rejected | <input type="checkbox"/> Substitution Approved |
| <input type="checkbox"/> Return Request; Submittal Incomplete (See Remarks) | (Change Order must be |
| <input type="checkbox"/> Return Request; Instructions to submit another product | approved for any change |
| | to contract cost or time.) |

REMARKS:

_____ Signature of M-DPLS Project Manager	_____ Print name	_____ Date
_____ Signature of Facilities Design & Standards	_____ Print name	_____ Date

SECTION 01 71 13

MOBILIZATION

1.01 DESCRIPTION:

- A. This section specifies the mobilization of the construction equipment at the worksites for material and supplies necessary for the prosecution of the work, but not to be incorporated in the work, for temporary storage of equipment and material at the site and for demobilization of the construction equipment. Mobilization should also include the costs of bonds and insurance required by the Contract Documents.
- B. Construction equipment, material, supplies, and other items necessary for mobilization shall be available at the work site at the times they are to be built, used, installed, or operated.

2.01 SUBMITTALS:

- A. Submit within seven days after the effective date of Notice to Proceed (NTP), a layout of the proposed construction plan site including fences, parking, and storage areas.

3.01 EQUIPMENT:

- A. Construction equipment shall be of the capacity, type, quality, function and in the quantity necessary for the timely prosecution of the work.

4.01 MEASUREMENT:

- A. Work under this section will not be separately measured for payment.

5.01 PAYMENT:

- A. No separate measurement or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

1.01 REQUIREMENTS INCLUDED:

- A. Contractor is responsible for all cutting, fitting, and patching, including attendant excavation and backfill required to complete the work to:
 - 1. Make several parts fit together properly.
 - 2. Uncover portions for the work to provide for the installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Remove routine penetrations of non-structural surfaces for installation of piping and electrical conduits.

2.01 SUBMITTALS:

- A. Submit a written request to MDPLS and/or EOR well in advance of executing any cutting or alteration which affects:
 - 1. Work of the MDPLS or any separate Contractor.
 - 2. Structural value or integrity of any element of the Project.
 - 3. Integrity or effectiveness of weather-exposed or moisture resistant elements or systems.
 - 4. Efficiency, operational life, maintenance, or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Include with each request:
 - 1. Identification of the Project.
 - 2. Description of affected work.
 - 3. The necessity for cutting alteration or excavation.

4. Effect on work of MDPLS or any separate Contractor, or on structural or weatherproof integrity of Project.
 5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate Contractor whose work will be affected.
- C. Should conditions of work or the schedule indicate a change of products from original installation, submit request for substitution.
- D. Submit written notice to the Miami-Dade Public Library System (MDPLS) and Engineer of Record (EOR) designating the date the time the work will be uncovered.

3.01 INSPECTION:

- A. Inspection existing conditions of Project, including elements subject to damage or movement during cutting or patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to MDPLS and EOR in writing; do not proceed with work until the Engineer has provided further instruction.

4.01 PREPARATION:

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work and maintain excavations far from water.

5.01 PERFORMANCE:

- A. Executive cutting and demolition by methods which will prevent damage to other work, and which will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- E. Restore work which has been cut or removed, install new products to provide complete work in accord with the requirements of Contract Documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetration through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish the entire unit.

6.01 MEASUREMENT:

- A. Work under this section will not be separately measured for payment.

7.01 PAYMENT:

- A. No separate measurements or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01 74 00

CLEANING

1.01 DESCRIPTION:

- A. This section specifies the maintenance of the work site in a clean, orderly hazard-free condition.

2.01 QUALITY ASSURANCE:

- A. Conduct cleaning and disposal operations in accordance with local ordinances and anti-pollution laws. Rubbish, volatile wastes, and other construction wastes shall be neither burned nor buried on the work site, and shall not be disposed of into storm drains, sanitary drains, streams, or other waterways.
- B. Final cleaning shall be accomplished either men experienced in cleaning operations or by professional cleansers.

3.01 CLEANING MATERIALS:

- A. Cleaning materials shall be as recommended by the manufacturer of the surface to be cleaned.

4.01 SAFETY REQUIREMENTS:

- A. Maintain work site in accordance with local ordinances and anti-pollution laws applicable to work site cleanliness and in a neat, orderly, and hazard-free condition until final acceptance of the work. Catwalks, accessible underground structures, work site sidewalks and walkways adjacent to the work site shall be kept free from hazards caused by construction activities.
- B. No volatile substances are to be used on the job site.
- C. Prevent accumulation of waste, which creates hazardous conditions.
- D. Artificially ventilate spaces, which are not naturally ventilated when noxious substances are being used in those spaces.

5.01 INTERIM CLEANING:

- A. Perform cleaning every workday for duration of the work. Structures, ground, and areas of the work site and public and private properties shall be maintained free from accumulations of waste materials and rubbish caused by construction operations on the work site. Waste material will be removed from the work site daily.

- B. Remove or secure loose material on open decks and on other exposed surfaces at end of each day's work or more often to maintain work site in hazard-free condition. Prevent dislodgment of materials due to wind and other forces.
- C. Empty on-site waste containers whenever necessary so that trash overflow does not occur. Legally dispose of contents at either public or private dumping areas.
- D. Control the handling of materials, debris, and rubbish; do not drop or throw from heights.
- E. Immediately remove spillages of construction-related materials from hauling routes.
- F. Perform cleaning operations dust and other contaminants resulting from cleaning processes will not fall on structures or pedestrian traffic below.

6.01 FINAL CLEANING:

- A. In preparation for substantial completion, conduct final inspection of exposed interior and exterior surfaces and of concealed spaces.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from finished surfaces.
- C. Maintain cleaning operations until project has been finally accepted.
- D. All skylights shall be professionally cleaned on both interior and exterior.

7.01 DAMAGE TO EXISTING FINISHES:

- A. Repair any concrete damaged.
- B. Repaint to match existing areas of damaged paint due to Contractor's operation.

8.01 MEASUREMENT:

- A. Work under this section will not be separately measured for payment.

9.01 PAYMENT:

- A. No separate measurements or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01 78 00

CONTRACT CLOSE-OUT

1.01 SUBSTANTIAL COMPLETION:

- A. Substantial Completion shall be determined in accordance with the Contract documents and this Section. Should a conflict arise between the General Conditions and this Section, the General Conditions shall take precedence.

2.01 FINAL CONSTRUCTION REVIEW:

- A. When Contractor considers work is complete, he shall submit a written certification that work is acceptable and that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been reviewed for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Engineer of Record (EOR) and are safe for operation.
 - 5. Work is completed and ready for final construction review.
- B. The Miami-Dade Public Library System (MDPLS) and the EOR will make a construction review to verify status of completion with reasonable promptness after receipt of such certification.
- C. If, during construction operations or during inspections for substantial or final completion, MDPLS and/or EOR should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate work to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.01 CONTRACTOR'S CLOSE-OUT SUBMITTALS:

- A. Upon receipt of notice of acceptability from MDPLS and EOR, the Contractor shall furnish evidence of compliance with requirements of governing authorities and Contract Documents to work, as follows:
 - 1. As-built drawings and other project record documents.
 - 2. Operating and maintenance data, instructions to work personnel.

3. Warranties and Bonds
4. Spare parts and maintenance materials (if applicable).
5. Evidence of payment to all sub-contractors, material men and equipment suppliers (i.e. releases of liens).
6. The Contractor shall pack, label, ship and store spare parts, equipment components, special tools, and test equipment to the work Maintenance Facilities as designated by the MDPLS representative.

4.01 MEASUREMENT:

- A. Work under this section will not be separately measured for payment.

5.01 PAYMENT:

- A. No separate measurements or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01 78 36

WARRANTIES

PART 1: WARRANTY

1.01 DESCRIPTION OF WORK:

- A. The warranties provided by the Contractor shall be for the longest period, starting on the date of final acceptance, of those specified as follows:
 - 1. Two (2) year from final acceptance on all the work as specified in the Contract.
 - 2. Warranty period(s) as specified by the approved material or equipment manufacturers.
 - 3. Longer warranty period(s) as specified in the technical specifications or as required .
 - 4. The Contractor shall provide certifications and other commitments, extended warranties, and agreements for continuing services as specified elsewhere in the Contract Documents.

1.02 DISCLAIMERS AND LIMITATIONS:

- A. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and sub-contractors required to countersign special warranties with the Contractor.

1.03 DEFINITIONS:

- A. Standard product warranties are reprinted written warranties published by the individual manufacturers for particular products and are specially endorsed by the manufacturer to Miami-Dade Public Library System (MDPLS).

1.04 WARRANTY REQUIREMENTS:

- A. Related Damages and Losses:

When correcting warranted work that has failed, remove, and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

B. Reinstatement of Warranty:

When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost:

Upon determination that work covered by a warranty has failed, replace, or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether MDPLS has benefited from use of the work through a portion of its anticipated useful service life.

D. MDPLS Recourse:

Written warranties made to the owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the work can enforce such other duties, obligations, rights or remedies.

E. Rejection of Warranties:

Work reserves the right to reject warranties and to limit selections to products with acceptable warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

F. MDPLS reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

G. All warranties including standard three (3) year warranty shall start at date of substantial completion of the Contract, or when work of an area is substantially completed, accepted, and taken over for use by MDPLS. Ensure that all warranties comply with this stipulation prior to submission of same.

H. MDPLS will give prompt notice in writing to the Contractor of any defects noted during the warranty periods requesting him to promptly remedy such defects.

I. Prior to final acceptance, the Contractor shall formally assign to MDPLS all extended warranties given by sub-contractors for their work on the project, and such sub-contractor shall be formally advised of the assignment.

1.05 SUBMITTALS:

- A. Submit written warranties to MDPLS prior to the date of the final acceptance inspection.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a sub-contractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to MDPLS for approval prior to final execution.
- C. Submit a list of all warranty items within ten (10) days after notice to proceed.
- D. Prior to final acceptance compile two (2) copies of each required warranty, and bond properly executed by the Contractor, or by sub-contractor, supplier, or manufacturer.
- E. Bind warranties and bonds in heavy duty, commercial quality, durable 3-ring vinyl covered loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 1/2 inch by 11-inch paper.
- F. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer.
- G. Identify each binder on the front and the spine with the typed or printed title, "WARRANTIES AND BONDS", the project title or name, and the name of the Contractor.
- H. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.06 MEASUREMENT:

- A. Work under this section will not be separately measured for payment.

2.02 PAYMENT:

- A. No separate measurements or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

1.01 DESCRIPTION:

- A. This Section specifies the maintaining, marking, recording, and submitting of project record documents.

DEFINITIONS:

1. Conformed Contract Documents:

The conformed documents provided to the Contractor at the time the construction Contract was executed, prior to the start of construction.

2. Contractor Document Transmittal (CDT):

Drawings, catalog cuts, samples or other documents submitted by the Contractor for County and consultant review and approval showing in detail how the Contractor proposes to carry out the work.

3. As-Builts:

During construction, two set of conformed drawings and specifications, kept current by marking in red all “as-built” construction conditions and changes arising out of RFIs, clarifications, directed field changes and sketches. At the conclusion of construction activities, the information contained in these blue lines and specifications shall be incorporated into the Compact Disk (CD) containing the latest conformed drawings including revisions made by the EOR during construction. Prior to Contract completion, work will provide the Contractor with a CD containing the latest conformed drawings. (Changes to specifications are typically only affected through change orders. However, on some occasions clarifications may require a modification to the specifications). The revised CADD drawings which include the information incorporated from the drawings and specifications become As-Builts.

2.01 SUBMITTALS

- A. Upon completion of the work, the Contractor shall submit the As-Builts to the Engineer of Record (EOR) in time to be used for the final inspection and acceptance and for verification by the Miami-Dade Public Library System (MDPLS) and EOR. Availability of As-Builts shall be prerequisite to scheduling a final inspection of this Contract. Non-availability of As-Builts or inaccuracies therein may be grounds for cancellation and postponement of any scheduled final inspection by the either MDPLS or EOR until such time as the discrepancy has been corrected. Upon completion of the work, the As-Builts shall become the property of work. The Contractor will transmit the As-Builts to MDPLS with an attached Project Records “As-Built Drawings Index Form” uniquely identifying and describing each document.

B. Specifically, the following documents shall be submitted by the Contractor after construction is completed, but prior to submitting the request for final inspection:

1. The Contractor shall submit two (2) CDs labeled “As-Builts”, one in PDF format and the other in CAD format. The Contractor shall date and mark each drawing as “As-Built” using the revision block, and each drawing should be electronically signed by the Contractor certifying the accuracy and validity of the information contained therein. The Contractor shall also submit two (2) printouts from the CD containing the As-Builts reflecting all change notices, change orders, requests for information and field changes in red. The information regarding field conditions and changes is to be maintained in a set of record drawings and specifications during construction. Prior to Contract completion, MDPLS will provide the Contractor with a CD containing the latest conformed drawings, including revisions made by the EOR. At the end of construction, the “as-built” conditions are incorporated into the latest conformed drawings provided by MDPLS. These final CADD drawings become As-Builts.
2. The Contractor’s engineer shall sign each record drawing, certifying the accuracy and validity of the as-built information contained therein.

3.01 QUALITY ASSURANCE:

- A. Project record documents shall conform to a high standard of quality, similar to that set forth in the National CADD Standard ANSI and ISO, or other relevant lower tier specifications defining drafting quality and electronic file formatting.

4.01 ACCESS TO AND RETENTION OF DOCUMENTS:

- A. The Contractor shall provide MDPLS and any of its authorized representatives, subject to entering into non-disclosure agreements, access to any work, books, documents, papers and records of the Contractor which pertain or relate to this Agreement or the work for the purposes of making audits, examinations, excerpts and/or transcriptions during the performance of the work and for a period of four (4) years after the date of the issuance of the acceptance certificate, except in the event of litigation or settlement of claims regarding or arising from the performance of this contract or the work, in which case the Contractor shall maintain all such documents until all such litigation or settlement of claims have been fully completed and all appeals or exceptions exhausted.

5.01 MAINTENANCE OF DOCUMENTS:

- A. The Contractor shall maintain at field office, one copy of each of the following:
1. Contract Documents
 2. Conformed Contract Drawings and Conformed Specifications
 3. Construction Safety Manual
 4. Change Orders, Change Notices, and other modifications to the Contract

5. Engineer Field Order or written instruction
6. Approved shop drawings, product data and samples
7. Field test reports/records
8. Updated record drawings marked in red to show field changes
9. Request for Information (RFI)
10. All directed Field Changes and sketches

B. Equal Employment and Affirmative Action Records.

6.01 RECORDING “AS-BUILT” DRAWINGS:

A. A flowchart explaining this process is included in this section.

1. Record information concurrently with construction progress on a conformed set of blue lines and specifications. During construction, this set of blue lines and specifications are known as “As-Built” drawings.
2. Do not conceal any work until the required information is recorded.
3. Drawings should be legibly mark in red to record actual construction depicting the as-constructed configurations resulting from field and/or design changes:
 - a. Horizontal and vertical location of underground utilities and appurtenances, referenced by dimensions to permanent, visible, and accessible features of the structure.
 - b. Location of internal utilities, electrical conduits, and appurtenances, referenced by dimensions to permanent, visible and accessible features of the structure.
 - c. Field changes of dimension and detail.
 - d. Details not on original conformed Contract Drawings.
 - e. Changes made by Change Notice or by Change Order.
4. Legibly mark up each section of specifications to record:
 - a. Manufacturer, trade name, catalogue number, and supplier of each product and item of equipment installed.
 - b. Changes made by Change Notice or by Change Order.
5. Any changes due to RFI’s, clarifications and field sketches shall be incorporated into the record drawings by affixing sketches and other 8 1/2” x 11” sheets to the record drawings. This information will be incorporated into the CD containing the latest conformed drawings once construction is complete.
 1. Do not use the record drawing set for construction progress purposes.

7.01 DOCUMENT MAINTENANCE:

- A. Provide files and racks for storage of documents to maintain in clean, dry and legible condition.
- B. Do not use record documents for construction purposes.
- C. Make documents available for inspection by MDPLS, EOR, Federal Government and State Government representatives.

8.01 MEASUREMENT:

- A. Work under this section will not be separately measured for payment.

9.01 PAYMENT:

- A. No separate measurement or payment will be made for this section and it will be paid for as part of the overall contract lump sum.

END OF SECTION