

CONTRACT SPECIFICATIONS

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT

BID DOCUMENTS

USED OIL COLLECTION SYSTEM
EXPANSION FOR WEST LITTLE RIVER,
EUREKA DRIVE, AND WEST PERRINE
TRASH & RECYCLING CENTERS

CONTRACT No. CICC 7360 PLAN

RPQ No. 18620-25

CONTRACTING OFFICER: GIBSY NUNEZ DAVILA
EMAIL: GIBSY.NUNEZDAVILA@MIAMIDADE.GOV
PHONE NO.: (305) 514-6024

JANUARY 5, 2026



RPQ No. 18620-25

INSTRUCTIONS TO BIDDERS

1. Only Bidders that attend the mandatory scheduled pre-bid/site visit meeting are eligible to submit a bid for this solicitation.
2. Please ensure all pertinent personnel, including subcontractors, are in attendance on the scheduled date and time of the mandatory pre-bid/site visit meeting. A second scheduled date is not guaranteed.
3. **VENDOR REGISTRATION:** Vendors seeking to do business with Miami-Dade County must register in INFORMS. Please click on this direct link <https://supplier.miamidade.gov> – Instructions on the following page.
4. Bidders must be pre-qualified in the Miscellaneous Construction Contracts (MCC) program at the time of the award. Please contact the Small Business Development Certification Unit (SBD) at sbdcert@miamidade.gov or call 305-375-3111.
5. The unit price column in the bid form must be completed with a dollar amount per line item unless the requested total bid amount is for a lump sum, if there is no cost, enter zero dollars - do not leave the space blank. Failure to follow this instruction may cause your bid to be non-responsive.
6. Bids shall be submitted sealed with all necessary signed affidavits and supporting documentation included. Bids shall be mailed or delivered. No email bids shall be accepted.
7. In the case of a numerical or mathematical discrepancy in the bidder's submittal, the Grand Total Bid Amount, as listed in RPQ Bid Form - Attachment 5A, shall govern as the actual bid price. That number shall constitute the bidder's binding offer, notwithstanding contrary information elsewhere in the submittal.
8. Bidders are required to list the subcontractor firm(s) on the Subcontracting Form. If your firm will perform the work, this information should be notated on the form. DO NOT leave any space blank next to a trade.
9. Method of Award: The method of award will be to the lowest responsive and responsible bidder in the aggregate. The prospective lowest bidder will be determined by calculating: Bid Form A + Bid Form B + Bid Form C = the Grand Total Bid Amount.
10. Corporations must include a certified copy of their resolution of the Board of Directors along with Bid Submittal Check List Questionnaire Appendix "D".

MIAMI-DADE COUNTY VENDOR REGISTRATION

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE COUNTY

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

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

PART 1:

Complete the following General Business Information:

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

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

PART 2:

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

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

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

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



Daniella Levine Cava, Mayor

Office of Small Business Development

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

June 25, 2024

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

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

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

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

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

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

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

c: Miami-Dade County Project Managers

MIAMI-DADE
COUNTY

BID DOCUMENTS - TABLE OF CONTENTS

PROJECT NAME: USED MOTOR OIL COLLECTION SYSTEM EXPANSION AT WEST LITTLE RIVER, EUREKA DRIVE, AND WEST PERRINE TRASH & RECYCLING CENTERS

RPQ NO: 18620-25

REQUEST FOR PRICE QUOTATION

MINIMUM QUALIFICATIONS AND REQUIREMENTS

FORMS FOR BIDDING (MUST ACCOMPANY BID)

- RPQ Bid Form - Attachment 5A
- Bid Form A (West Little River TRC), Bid Form B (Eureka Drive TRC), and Bid Form C (West Little River TRC)
- Surety Bid Bond (*required for all bids over \$200k*) (*5% of Total Bid Price*)
- Confirmation of Addendums (*if applicable*) (*to be completed by Bidder*)
- All Addendum(s) (*if applicable*) (*must be signed by Bidder*)
- Bid Submittal Check List Questionnaire Appendix "D" (*select proper classification of your firm*)
- Business References (*References provided must show experience/qualifications for similar services requested in this solicitation*)
- Firm's Responsibility Combined Affidavit (*initial each page, sign, and notarize*)
- Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit
- Subcontracting Form

CONTRACT FORMS (CONDITION OF AWARD)

- Surety Performance and Payment Bond (*required for all bids over \$200k*)
- Non Collusion Affidavit
- Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit
- Certificate(s) of Insurance (*to be submitted by Bidder*)

ADDITIONAL CONTRACT DOCUMENTS

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

SPECIFICATIONS

- Scope of Work
- Drawings and Technical Specifications, by location:
 - West Little River TRC
 - Eureka Drive TRC
 - West Perrine TRC

**Department of Solid Waste
Management**

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

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



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

Contract No: MCC 7360 Plan

RPQ No: 18620-25

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

Date Issued: 11/17/2025

Bid Date Due: 2/4/2026

Time Due: 02:00 PM

Bid shall be Submitted Via: Sealed Envelope to:

Name: Department of Solid Waste Management

Email: gibsy.nunezdavila@miamidade.gov

Address: 2525 NW 62nd St., Miami, FL 33147

Fax: 305-000-0000

RPQ Added: 12/12/2025 **User Bidder Request:** N/A **Bond Adm./OMB Approval:** N/A **Bidders Added:** N/A

Project Number: 18620-25

Estimated Value: \$159,982.50

(excluding contingencies and dedicated allowances)

Project Name: Used Motor Oil Collection System Expansion for West Little River Eureka Dr and West Perrine TRCs **Emergency:** N

Project Location: 1830 NW 79 ST; 9401 SW 184 ST; 16651 SW 107 AVE

ESP: N

Department Contact: Gibsy Nunez Davila

Phone No: 305-514-6024

Fax No: 305-000-0000

Project Manager: Gibsy Nunez Davila

Phone No: 305-514-6024

Fax No: 305-000-0000

Document Pickup: **Contact:** Gibsy Nunez Davila

Phone: 305-514-6024

Date: 12/12/2025

Document Pickup: **Location:** Will be sent via email

Mandatory:

Date:

Time:

Location:

PreBid Meeting: Y Y 1/14/2026 10:00 AM 9401 SW 184 ST; 16651 SW 107 AVE; 1830 NW 79 ST

Site Meeting: Y Y 1/14/2026 10:00 AM 9401 SW 184 ST; 16651 SW 107 AVE; 1830 NW 79 ST

Type of Contract: Multiple Trade

Method of Award: Lowest Responsible Bidder

Performance/Payment Bond Required: N

Bid Bond Required: N

Insurance Required: Y

Addition Insurance Required: N

Addition Insurance Amount: \$0.00

CIIP Funded: N

Funded or reimbursed by LAP Agreements with FDOT: N

Comm Dist: Various

Davis Bacon: N

Maintenance Wages: N

AIPP: N \$0.00

Date Advertised:

SBE-S Requirements: N 0.00%

SBE-Services Commodity

Set-Aside: N

SBE-G Requirements: N 0.00%

SBE-Goods Commodity

Set-Aside: N

DBE Requirements: N 0.00%

DBE Subcontract Forms Required: N

Trade(s): General Building Contractor (Primary) Building Contractor (Primary) Concrete Work (Sub)

Anticipated Start Date: 3/4/2026

Calendar Days for Project Completion: 547

Liquidated Damages / \$\$ Per day: Y \$349.20

Method of Payment: Scheduled Monthly Payments

CAPITAL BUDGET PROJECT # - DESCRIPTION

MCC ESTIMATE

2000001370- COLLECTION FACILITY INFRASTRUCTURE IMPROVEMENTS - EUREKA DRIVE TRASH AND RECYCLING CENTER	\$49,025.00
2000001360- COLLECTION FACILITY INFRASTRUCTURE IMPROVEMENTS - WEST LITTLE RIVER TRASH AND RECYCLING CENTER	\$61,932.50
2000001363- COLLECTION FACILITY INFRASTRUCTURE IMPROVEMENTS - WEST PERRINE TRASH AND RECYCLING CENTER	\$49,025.00

CAPITAL BUDGET PROJECTS TOTAL: \$159,982.50

FUNDING SOURCES:

<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>MCC ESTIMATE</u>
Collections Operating Maintenance	2000001370	#3002625	\$49,025.00
Collections Operating Maintenance	2000001363	#3002634	\$49,025.00
Collections Operating Maintenance	<u>2000001360</u>	<u>#3002638</u>	<u>\$61,932.50</u>
TOTAL REVENUE:			\$159,982.50

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

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

PURPOSE

The purpose of this project is to expand Miami-Dade County's (County) used oil collection system by installing new systems at three (3) designated Neighborhood Trash & Recycling Centers (TRC) to enhance environmental sustainability and to allow additional locations for public service access.

PROJECT LOCATIONS

- (1) West Little River TRC, 1830 NW 79th Street, Miami, FL, 33147
- (2) Eureka Drive TRC, 9401 SW 184th St, Palmetto Bay, FL, 33157
- (3) West Perrine TRC, 16651 SW 107th Ave, Miami, FL, 33157

SCOPE OF WORK BY LOCATION

West Little River TRC:

The used oil container shall be permanently located in the parking lot. The project consists of installation of used motor oil collection system at the trash recycling center, which includes but is not limited to:

- Clearing of site as necessary
- Construction of temporary traffic barriers
- Installation of 12' length, 19' wide, 3.5' depth of concrete slab foundation for housing structure and steps
- Installation of housing structure, used motor oil collection tanks, traffic bollards, and one (1) parking space

Eureka Drive TRC:

The used oil container shall be permanently located in the striped area north of the guard house. The project consists of installation of used motor oil collection system at the trash recycling center, which includes but is not limited to:

- Clearing of site as necessary
- Construction of temporary traffic barriers
- Installation of 10' length, 12' wide, 0.5' depth of concrete slab foundation for housing structure
- Installation of housing structure, used motor oil collection tanks, traffic bollards, and two (2) parking spaces

West Perrine TRC:

The used oil container shall be permanently located in the parking lot. The project consists of installation of used motor oil collection system at the trash recycling center, which includes but is not limited to:

- Clearing of site as necessary
- Construction of temporary traffic barriers
- Installation of 10' length, 12' wide, 0.5' depth of concrete slab foundation for housing structure
- Installation of housing structure, used motor oil collection tanks, steel traffic bollards, and one (1) parking space

GENERAL REQUIREMENTS

Contractor shall deliver the Work fully completed, with all used motor oil collection systems installed and positioned in their final, permanent location, and ready for continuous service. The Work shall include, without limitation, all necessary repairs, testing, permitting, cleanup, replacements, and any restoration required as a result of damages caused during construction. Prior to starting any work, Contractor shall coordinate with DSWM staff regarding the locations of the proposed used oil containers, equipment staging areas, road crossings, and any other areas required to perform the work. All disturbed areas shall be restored to pre-construction conditions, grades, seeded, sodded, and/or mulched as required.

ADDITIONAL REQUIREMENTS

Work Days: Allowable work times shall be Monday through Friday between the hours of 7:00 A.M. and 5:00 P.M. Contractor shall not work on holidays or any of the facility's non-operating days.

Project Duration/Sequence: The Contract Time shall commence upon issuance of the Notice to Proceed (NTP), at which point Contractor is required to begin performance of the work and fulfill all obligations under the Contract Documents.

The Project has been designed for sequential completion across the three (3) locations and shall have one (1) Substantial Completion date for all three (3) locations. However, the awarded Contractor may perform the Work at multiple locations concurrently, provided that such simultaneous operations do not interfere with the overall Project progress and shall be coordinated in advance with the Owner.

If the Contractor completes any of the three (3) locations projects early, they may submit a written request to the Owner for acknowledgement of Substantial Completion for that specific location. Approval of such request shall be at the sole discretion of the Owner and shall not relieve the Contractor of its obligation to achieve Final Completion for all locations within the Contract Time.

- Substantial Completion is defined as the point at which 90% of the Work has been completed, in accordance with the Contract requirements.
- Final Completion shall occur within eighteen (18) calendar days following the substantial completion date.
- The total duration of construction, including all three (3) locations, shall not exceed 547 calendar days from the date of the Notice to Proceed.

Design Drawings Included: Y

Shop Drawings Included: N

Specifications Included: Y

Project Qualifier: Marcela Villegas Jimenez

Phone No: 305-514-6667

Email:
Marcela.Villegas@miamidade.gov

Comments:

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

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

Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).

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

1. DEADLINE FOR RECEIPT OF RFI QUESTIONS: 01/21/2026 at 4:00 PM EST.

Submit Request for Information (RFI's) to Gibsy.NunezDavila@miamidade.gov and Primo@miamidade.gov with copy to clerkbcc@miamidade.gov.

2. This Request for Price Quotation (RPQ) is for a Miscellaneous Construction Contract. All terms and conditions of the MCC Program are a part of this contract and will be enforced.

3. Unless specified in the bid form, all applicable permit fees must be paid by the selected contractor.

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

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

6. Refer to Article 2.14 below of the MCC Program to further clarify the license requirements:

2.14 LICENSE QUALIFICATIONS OF CONTRACTORS:

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

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

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

7. Prime Contractor must be able to pull master permit.

8. Per Florida Statute 255.078, retainage will be held for construction project greater than \$200,000.

9. Unless specified in the bid form, all applicable permit fees must be paid by selected contractor.

10. Inspector General fees are applicable to this project.

MINIMUM QUALIFICATIONS AND REQUIREMENTS

Prime Contractor and or Subcontractor is highly preferred to have the following:

- Successfully completed similar work of concrete structure projects in facilities of similar scope, size, materials, and environmental exposures within the last seven (7) years.
- Highly preferred - demonstrate that it has full-time personnel with the necessary experience to perform Project's Scope of Work.

Prime Contractor must provide with their bid the following information:

- Provide complete description of capability and history of the Contractor.
- Proof of experience documentation must accompany bid submittal. Any prior experience of the Prime Contractor's key personnel will also be considered in meeting such minimum experience specifications.

Department of Solid Waste Management
2525 NW 62nd Street, 5th Floor
Miami, Florida 33147



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
MCC 7360

RPQ BID FORM - ATTACHMENT 5A

Project Name: Used Oil Collection System Expansion for West Little River, Eureka Drive, and West Perrine Trash & Recycling Centers

RPQ No.: 18620-25

GRAND TOTAL BID AMOUNT (BID FORMS A + B + C): \$ _____

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

THE GRAND TOTAL BID AMOUNT LISTED ABOVE SHALL BE THE SUM OF THE TOTAL BID AMOUNTS PROVIDED IN BID FORM A + BID FORM B + BID FORM C.

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

Print/Type

Bidder's Name: _____

Bidder's Authorized Representative's Name: _____

Company Address: _____

Signature: _____ **Date:** _____

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

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

Appendix 5A

**USED OIL COLLECTION SYSTEM EXPANSION FOR WEST LITTLE RIVER, EUREKA DRIVE,
AND WEST PERRINE TRASH & RECYCLING CENTERS
RPQ No. 18620-25**

BID FORM A (WEST LITTLE RIVER TRC)

TO BE COMPLETED BY BIDDER AT BID SUBMISSION (A UNIT PRICE MUST BE ENTERED PER LINE)

Line Item	DESCRIPTION	UOM	EST. QTY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$	\$
2	PROJECT SURVEY AND RECORD DRAWINGS	LS	1	\$	\$
3	REMOVE EXISTING PAVERS FOR CONCRETE PAD (SHIPPING CONTAINER PAD & STEPS)	SY	25.3	\$	\$
4	DISPOSAL OF PAVERS	TON	5.0	\$	\$
5	EXCAVATION (SHIPPING CONTAINER PAD AREA ONLY) (DEPTH 1 FT)	SY	18.7	\$	\$
6	FOOTING EXCAVATION FOR STEPS (DEPTH 1 FT)	SY	6.7	\$	\$
7	6" COMPACTED STRUCTURAL FILL	SY	25.3	\$	\$
8	BACKFILL WITH AASHTO #57 AGGREGATE	SY	16.0	\$	\$
9	REINFORCED CONCRETE PAD (SHIPPING CONTAINER PAD)	SY	16.0	\$	\$
10	CONCRETE FOR STEPS WITH HANDRAILS	CY	3.9	\$	\$
11	TESTING FOR SOIL FIELD-MOISTURE, LAB PROCTOR DENSITY TEST, FIELD COMPACTION TESTS	LS	1	\$	\$
12	CONCRETE SAMPLING & TESTING	LS	1	\$	\$
13	PARKING STRIPING	LS	1	\$	\$
14	CONCRETE WHEEL STOPPERS	EA	2	\$	\$
15	HANDICAPPED SIGN	EA	1	\$	\$
16	FREE-STANDING SIGN	EA	1	\$	\$
17	REMOVABLE BOLLARDS	EA	2	\$	\$
18	PERMANENT BOLLARDS	EA	6	\$	\$
19	SHIPPING CONTAINER (10'x8'x8')	EA	1	\$	\$
20	COLLECTION TANKS (150 GALLONS)	EA	2	\$	\$
21	INSTALLATION OF SHIPPING CONTAINER & USED OIL TANKS (USING FORKLIFT) INCLUDING LABOR	LS	1	\$	\$
22	TWISTED ANCHOR LOCKS – DOVETAIL	EA	4	\$	\$
23	HEXAPAVE-GRID GRASS	SF	80	\$	\$
24	ABSORBANT MATERIAL (VERMICULITE) – 40 CUBIC FEET OF MATERIAL	LS	1	\$	\$
25	TEMPORARY TRAFFIC DIVERSION AND CONTROL SIGNAGE AND MEASURES	LS	1	\$	\$
TOTAL BASE BID					\$

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

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

DESCRIPTION	TOTAL
REIMBURSABLE EXPENSES	\$ 1,000.00

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

DESCRIPTION	TOTAL
DEDICATED ALLOWANCE	\$ 5,000.00

(A *Dedicated Allowance Account* has been established for the exclusive use of the Department of Solid Waste Management for the purpose of modifying the shipping container / installing additional concrete, if required. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.)

TOTAL BID AMOUNT BID FORM A (WEST LITTLE RIVER TRC):

\$

THE TOTAL BID AMOUNT LISTED ABOVE SHALL BE INCLUSIVE OF TOTAL BASE BID, PLUS 10% CONTINGENCY ALLOWANCE FOR UNFORESEEN CHANGES, PLUS REIMBURSABLE EXPENSES, PLUS DEDICATED ALLOWANCE.

**USED OIL COLLECTION SYSTEM EXPANSION FOR WEST LITTLE RIVER, EUREKA DRIVE,
AND WEST PERRINE TRASH & RECYCLING CENTERS
RPQ No. 18620-25**

BID FORM B (EUREKA DRIVE TRC)

TO BE COMPLETED BY BIDDER AT BID SUBMISSION (A UNIT PRICE MUST BE ENTERED PER LINE)

Line Item	DESCRIPTION	UOM	EST. QTY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$	\$
2	PROJECT SURVEY AND RECORD DRAWINGS	LS	1	\$	\$
3	REMOVE EXISTING ASPHALT FOR CONCRETE PAD	SY	18.7	\$	\$
4	DISPOSAL OF ASPHALT	TON	4	\$	\$
5	EXCAVATION (DEPTH 1 FT)	SY	18.7	\$	\$
6	12" STABILIZED SUBGRADE FOR CONCRETE PAD	SY	18.7	\$	\$
7	8" LIMEROCK SUBGRADE FOR CONCRETE PAD	SY	18.7	\$	\$
8	6" REINFORCED CONCRETE PAD	SY	13.3	\$	\$
9	COMPACTION TESTING FOR 12" SUBGRADE & 8" SUBGRADE, SOIL FIELD-MOISTURE, LAB PROCTOR DENSITY TEST, FIELD COMPACTION TEST	LS	1	\$	\$
10	CONCRETE SAMPLING & TESTING	LS	1	\$	\$
11	PARKING STRIPING	LS	1	\$	\$
12	CONCRETE WHEEL STOPPERS	EA	2	\$	\$
13	HANDICAPPED SIGN	EA	1	\$	\$
14	FREE-STANDING SIGN	EA	1	\$	\$
15	REMOVABLE BOLLARDS	EA	2	\$	\$
16	PERMANENT BOLLARDS	EA	6	\$	\$
17	SHIPPING CONTAINER (10'x8'x8')	EA	1	\$	\$
18	COLLECTION TANKS (150 GALLONS)	EA	2	\$	\$
19	INSTALLATION OF SHIPPING CONTAINER & USED OIL TANKS (USING FORKLIFT) INCLUDING LABOR	LS	1	\$	\$
20	TWISTED ANCHOR LOCKS – DOVETAIL	EA	4	\$	\$
21	HEXAPAVE-GRID GRASS	SF	80	\$	\$
22	ABSORBENT MATERIAL (VERMICULITE) – 40 CUBIC FEET OF MATERIAL	LS	1	\$	\$
23	TEMPORARY TRAFFIC DIVERSION AND CONTROL SIGNAGE AND MEASURES	LS	1	\$	\$
TOTAL BASE BID					\$

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

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

DESCRIPTION	TOTAL
REIMBURSABLE EXPENSES	\$ 2,000.00

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

DESCRIPTION	TOTAL
DEDICATED ALLOWANCE	\$ 5,000.00

(A *Dedicated Allowance Account* has been established for the exclusive use of the Department of Solid Waste Management for the purpose of modifying the shipping container / installing additional concrete, if required. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.)

TOTAL BID AMOUNT BID FORM B (EUREKA DRIVE TRC):

\$

THE TOTAL BID AMOUNT LISTED ABOVE SHALL BE INCLUSIVE OF TOTAL BASE BID, PLUS 10% CONTINGENCY ALLOWANCE FOR UNFORESEEN CHANGES, PLUS REIMBURSABLE EXPENSES, PLUS DEDICATED ALLOWANCE.

**USED OIL COLLECTION SYSTEM EXPANSION FOR WEST LITTLE RIVER, EUREKA DRIVE,
AND WEST PERRINE TRASH & RECYCLING CENTERS
RPQ No. 18620-25**

BID FORM C (WEST PERRINE TRC)

TO BE COMPLETED BY BIDDER AT BID SUBMISSION (A UNIT PRICE MUST BE ENTERED PER LINE)

Line Item	DESCRIPTION	UOM	EST. QTY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$	\$
2	PROJECT SURVEY AND RECORD DRAWINGS	LS	1	\$	\$
3	REMOVE EXISTING ASPHALT FOR CONCRETE PAD	SY	18.7	\$	\$
4	DISPOSAL OF ASPHALT	TON	4	\$	\$
5	EXCAVATION (DEPTH 1 FT)	SY	18.7	\$	\$
6	12" STABILIZED SUBGRADE FOR CONCRETE PAD	SY	18.7	\$	\$
7	8" LIMEROCK SUBGRADE FOR CONCRETE PAD	SY	18.7	\$	\$
8	6" REINFORCED CONCRETE PAD	SY	13.3	\$	\$
9	COMPACTION TESTING FOR 12" SUBGRADE & 8" SUBGRADE, SOIL FIELD-MOISTURE, LAB PROCTOR DENSITY TEST, FIELD COMPACTION TESTS	LS	1	\$	\$
10	CONCRETE SAMPLING & TESTING	LS	1	\$	\$
11	PARKING STIPING	LS	1	\$	\$
12	CONCRETE WHEEL STOPPERS	EA	2	\$	\$
13	HANDICAPPED SIGN	EA	1	\$	\$
14	FREE-STANDING SIGN	EA	1	\$	\$
15	REMOVABLE BOLLARDS	EA	2	\$	\$
16	PERMANENT BOLLARDS	EA	6	\$	\$
17	SHIPPING CONTAINER (10'x8'x8')	EA	1	\$	\$
18	COLLECTION TANKS (150 GALLONS)	EA	2	\$	\$
19	INSTALLATION OF SHIPPING CONTAINER & USED OIL TANKS (USING FORKLIFT) INCLUDING LABOR	LS	1	\$	\$
20	TWISTED ANCHOR LOCKS – DOVETAIL	EA	4	\$	\$
21	HEXAPAVE-GRID GRASS	SF	80	\$	\$
22	ABSORBENT MATERIAL (VERMICULITE) – 40 CUBIC FEET OF MATERIAL	LS	1	\$	\$
23	TEMPORARY TRAFFIC DIVERSION AND CONTROL SIGNAGE AND MEASURES	LS	1	\$	\$
TOTAL BASE BID					\$

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

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

DESCRIPTION	TOTAL
REIMBURSABLE EXPENSES	\$ 1,000.00

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

DESCRIPTION	TOTAL
DEDICATED ALLOWANCE	\$ 5,000.00

(A *Dedicated Allowance Account* has been established for the exclusive use of the Department of Solid Waste Management for the purpose of modifying the shipping container / installing additional concrete, if required. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.)

TOTAL BID AMOUNT **BID FORM C (WEST PERRINE TRC):**

\$

THE TOTAL BID AMOUNT LISTED ABOVE SHALL BE INCLUSIVE OF TOTAL BASE BID, PLUS 10% CONTINGENCY ALLOWANCE FOR UNFORESEEN CHANGES, PLUS REIMBURSABLE EXPENSES, PLUS DEDICATED ALLOWANCE.

GRAND TOTAL BID AMOUNT (BID FORMS A + B + C):

\$

THE GRAND TOTAL BID AMOUNT LISTED ABOVE SHALL BE THE SUM OF THE TOTAL AMOUNTS PROVIDED IN BID FORM A + BID FORM B + BID FORM C.

GRAND TOTAL BID AMOUNT (BID FORMS A + B + C) for THE SUM OF:

Dollars and/

Cents.

(PRINT DOLLAR AMOUNT)

**** BIDDERS ARE REQUIRED TO TRANSFER THE ABOVE GRAND TOTAL BID AMOUNT (BID FORMS A + B + C) TO RPQ BID FORM - ATTACHMENT 5A. ****

THE BIDDER UNDERSTANDS AND AGREES THAT THE ABOVE GRAND TOTAL BID AMOUNT (BID FORMS A+B+C) IS INCLUSIVE OF ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS.

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

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

Please List: _____

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public. **By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.** In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

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

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

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

Print/Type

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

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

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

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

Email: _____ **Phone:** _____

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

SURETY BID BOND

By this Bond, we _____, as Principal, whose principal business address is _____, as respondent to the contract offering due _____, 20____, For Miami-Dade County construction of Department of Solid Waste Management's *USED MOTOR OIL COLLECTION SYSTEM EXPANSION FOR WEST LITTLE RIVER, EUREKA DR., AND WEST PERRINE TRASH & RECYCLING CENTERS*, Contract No. MCC 7360, RPQ No. 18620-25, (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 _____ (5% of the Total Bid Price in U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

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

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

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

SURETY BID BOND (Cont'd)

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

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

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL OR INITIALS)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

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

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)



**MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT**

Project Name: Used Motor Oil Collection System Expansion at West Little River, Eureka Drive, and West Perrine Trash & Recycling Centers
RPQ No.: 18620-25

Confirmation of Addendums

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

Bid Opening Date: _____

Bid Opening Time: _____

(Local Time)

Gentlemen:

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

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

(Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid), and have included the cost of their provisions, in our Bid. We have examined, are familiar with, and do accept the conditions of the Work site and other conditions affecting the Work.

QUESTIONNAIRE

Appendix D



IN ORDER TO PROVIDE INFORMATION NECESSARY IN DETERMINING THE QUALIFICATIONS OF THE PROPOSER, EACH PROSPECTIVE CONTRACTOR IS REQUIRED TO ANSWER THE FOLLOWING:

#	QUESTION	ANSWER
1	Have you carefully read the Instruction To Prospective Contractors?	☐ YES ☐ NO
2	Have you carefully reviewed the entire Contract Documents as identified within the Instruction To Prospective Contractors?	☐ YES ☐ NO
3	If identified in the Contract Documents, have you carefully inspected the site of the work?	☐ YES ☐ NO ☐ N/A
4	Have you requested, in writing, of the contact person identified in the Advertisement, any clarifications necessary to submit a responsive proposal? Have you received a written response of clarification?	☐ YES ☐ NO ☐ YES ☐ NO ☐ N/A
5	Are you licensed and certified to perform the work for which you are submitting this proposal? License No.: Competency No.: FEIN No.: Qualifier's Name:	☐ YES ☐ NO _____ _____ _____ _____
6	Are you a registered Contractor with the Miami-Dade County, Department of Procurement Management?	☐ YES ☐ NO
7	Have you initialed each page and executed the last page of the Combined Affidavit?	☐ YES ☐ NO
8	Have you completed the Ownership Disclosure Form?	☐ YES ☐ NO
9	Have you made any changes or written any codicils to the Contract Proposal?	☐ YES ☐ NO
10	How many previous Contracts with Miami-Dade County in the past five (5) years?	_____
11	Total dollar value of Contracts with Miami-Dade County in the past five (5) years?	_____
12	How many years has your Company been in business with the same Principals?	_____
13	Is your Bid Bond included with your submitted proposal?	☐ YES ☐ NO ☐ N/A

Appendix D



(CORPORATION SEAL)

By: _____
(Secretary)

(Print or type name)

(Print or type name)

(Address)

Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

(Name of Joint Venture)

By: _____
(Signature of Joint Venture)

(Print or type name)

(Print or type name)

(Title)

(Title)

(Address)

4/1/2025

QUESTIONNAIRE

Appendix D



WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A TRADE NAME:

(Name of firm if applicable) (Address)

By: _____
(Witness signature) (Signature of individual)

By: _____
(Print or type name) (Print or type name)

By: _____
(Witness signature)

By: _____
(Print or type name)

ACKNOWLEDGEMENT:

STATE OF)
)SS.:
COUNTY OF)

Before me personally appeared _____ to me well
known and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20__.

Notary Public _____

State of _____ at large

My Commission expires _____.

QUESTIONNAIRE

Appendix D



WHEN THE CONTRACTOR IS AN INDIVIDUAL:

By: _____
(Witness signature) (Signature of individual)

By: _____
(Print or type name) (Print or type name)

By: _____
(Witness signature) (Address)

By: _____
(Print or type name)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT:

STATE OF)

)SS.:

COUNTY OF)

Before me personally appeared _____ to me
well known and known to me to be the person described in and who executed the foregoing instrument,
and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20____.

Notary Public _____

State of _____ at large

My Commission expires _____.

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

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

NAME OF BIDDER _____

List no less than five (5) projects which your organization has completed, during at least the last seven (7) years, and which demonstrate qualifications to perform the work of this Contract.

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

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

EMPLOYMENT DISCLOSURE

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

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

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

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

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

EMPLOYMENT DRUG FREE WORKPLACE

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

EMPLOYMENT FAMILY LEAVE

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

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

Combined Affidavit Initial

ARREARS WITH THE COUNTY

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

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

CODE OF BUSINESS ETHICS

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

NO CRIMINAL RECORD

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

PUBLIC ENTITY CRIME

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

Combined Affidavit Initial

DEBARMENT AND SUSPENSION DISCLOSURE

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

NON -DISCRIMINATION BASED ON DISABILITY

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

FAIR SUBCONTRACTING

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

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature:_____

Position/Title:_____

Name of Firm:_____

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

My Commission expires:

NOTARY PUBLIC
STATE OF FLORIDA

Combined Affidavit Initial



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)	
Bidder's/Proposer's Legal Company Name	
of Section 287.138, F.S.	
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.	
Print Name of Bidder's/Proposer's Authorized Representative:	_____
Title of Bidder's/Proposer's Authorized Representative:	_____
Signature of Bidder's/Proposer's Authorized Representative:	_____
Date:	_____

SUBCONTRACTING FORM

Solicitation/RPQ Number 18620-25

Vendor Name _____

Federal Employer Identification Number (FEIN) _____

Complete "A" or "B":

A. ☐ No subcontractors or direct suppliers will be utilized pursuant to this solicitation.

B. ☐ The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	FEIN	Name of Principal Owner	Scope of Work to be Performed by Subcontractor /Subconsultant	Subcontractor / Subconsultant License (if applicable)
			Concrete Finishing	
Business Name and Address of First Tier Direct Supplier	FEIN	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	

And

	Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors/subconsultants:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors/subconsultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/subconsultant via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors/subconsultants and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors/subconsultants or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

Signature of Vendor's Representative

Print Name

Print Title

Date

CONTRACT FORMS (CONDTION OF AWARD)

- Surety Performance & Payment Bond (*required for all bids over \$200k*)
- Non-Collusion Affidavit
- Kidnapping, Custody Offenses, Human Trafficking & Related Offenses Affidavit
- Certificate(s) of Insurance (to be submitted by Bidder)

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20____, between Principal and Miami-Dade County for the construction of the Department of Solid Waste Management's *USED MOTOR OIL COLLECTION EXPANSION FOR WEST LITTLE RIVER, EUREKA DR., AND WEST PERRINE TRASH & RECYCLING CENTERS*, Contract No. MCC 7360, RPQ No. 18620-25 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above-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 OR INITIALS)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

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

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)



NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

Solicitation No.: _____ Solicitation Title: _____

By: _____
Signature of Affiant

Date: _____ 20 ____

Printed Name of Affiant and Title

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

Printed Name of Bidder/Proposer

Address of Bidder/Proposer



NON-COLLUSION AFFIDAVIT

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

Exhibit A

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

Solicitation No. 18620-25

Solicitation Title: Used Motor Oil Collection System Expansion at West Little River, Eureka Drive, and West Perrine Trash & Recycling Centers

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

1.	
2.	
3.	TO BE INITIALED AND DATED BY APPARENT LOWEST BIDDER
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Bidder Initials _____

Date _____



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:

ADDITIONAL CONTRACT DOCUMENTS

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

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 7360

: 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.

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

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

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

Indirect Costs: Overhead.

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

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

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

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

indirect damages which the parties agree are difficult to measure. (See Article 8 Contract Time Paragraph F. Liquidated Damages and Liquidated Indirect Costs).

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

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

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

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

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

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

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

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

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

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

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

Project: See definition for Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Work Order: A written order, authorized by the Architect/Engineer or Owner, directing the Contractor to perform work under a specific Allowance Account or directing the Contractor to perform a change in the Work that does not have a monetary impact, including but not limited to, extending the Contract Time or

subject to the payment of Liquidated Indirect Costs if entitlement is established as required by these Contract Documents. No Work Order may increase the Contract Sum.

END OF ARTICLE

2. INTERPRETATION

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

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

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

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

END OF ARTICLE

3. ARCHITECT/ENGINEER/FIELD REPRESENTATIVE

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

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

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

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

END OF ARTICLE

4. OWNER

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

END OF ARTICLE

5. CONTRACTOR

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

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

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

END OF ARTICLE

6. SUBCONTRACTORS

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

E. Work Performed by Equipment-Rental Agreement:

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

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

G. Approval of Subcontractor:

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

END OF ARTICLE

7. PROSECUTION OF THE WORK

A. Workmanship and Unauthorized Work

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

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

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

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

B. Material

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

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

project required to accommodate the alternative delays the project, such delay shall be considered non-compensable delay.

- d. Where classification, rating, or other certification by a body such as, but not limited to, Underwriters' Laboratories Inc. (UL), National Electrical Manufacturer's Association (NEMA), or American Railway Engineering Association (AREA) is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Documents requirements. Testing required proving equality of the material proposed shall be at the Contractors expense.
- e. Approval of an alternative material will be only for the characteristics and use named in such approval, and shall not change or modify any Contract requirement, or establish approval for the material to be used on any other Project for the Owner.

6) Source of Supply and Quality of Materials: The Contractor shall furnish all materials and products required to complete the Work except those designated to be furnished by the Owner.

- a. Notwithstanding prior inspection and approval by the Architect/Engineer, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.
- b. The materials shall be manufactured, handled, and incorporated so as to ensure completed work in accordance with the Contract Documents.

7) Defective Materials: Contractor-furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work site. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work. The Owner may cause the removal and replacement of rejected material and the cost thereof will be deducted from any monies due or to become due to the Contractor.

8) Handling of Materials: Materials shall be transported, handled, and stored by the Contractor in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

9) The Owner will have no responsibility to the Contractor concerning local material sources.

- a. The Contractor shall make all necessary arrangements with the owners of material sources. The Contractor shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the Owner expressly agrees in writing to assume.

10) Disposal of Material Outside the Work Site: Unless otherwise specified in the Contract Documents, the Contractor shall make his own arrangements for properly disposing of waste and excess materials outside the Work Site and he shall pay all costs, therefore. Contractor shall comply with all local, state, and federal requirements when disposing of waste and excess materials.

- a. Prior to disposing of material outside the Work Site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file with the Architect/Engineer said permit, or a certified copy thereof, together with a

written release from the property owner absolving the Owner from any and all responsibility in connection with the disposal of material on said property.

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

C. Methods of Sampling and Testing

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

D. Meetings

- 1) A pre-construction conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this contract. The Contractor and its major subcontractors shall

be required to attend this meeting. The Contractor will be advised of the time, date, and location of the meeting.

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

E. Permits and Compliance with Laws

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

- 7) The Contractor shall be subject to and comply with all the provisions of Miami-Dade County Code Section 2-8.4.1, which provides that, whenever any individual or corporation or other entity attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the Contract. The Contractor is further directed to Section 10-38 of the Miami-Dade County Code, which provides for the debarment of County contractors.
- 8) The use of explosives will not be permitted under this Contract, except that powder and/or explosive fasteners may be allowed with the prior written consent of the Owner.

F. Coordination and Access

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

G. Rights in Land and Improvements

The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the Work Site for any purpose whatsoever, either with or without

compensation, in conflict with any agreement between the Owner and any property owner, former property owner or tenant of such land, structure or building. The Contractor shall not occupy County-owned property outside the Work Site without obtaining prior written approval from the County.

H. Interference With Existing Utilities

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

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

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

from the Architect/Engineer, the Contractor fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Contractor.

- 3) At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
 - a. Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to the Contractor. If the Contractor wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility owners and reimburse them at his own expense for cost of the Work. The Contractor shall keep the Architect/Engineer advised of temporary relocation arrangements.
 - b. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the Architect/Engineer said names, addresses and telephone numbers.
- 4) The Contractor shall comply with the latest version of the Florida Building Code, Florida Fire Prevention Code or the Code under which the Contract Documents were approved, whichever is applicable at the time the Work is performed.
- 5) In order to safeguard the owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor the Government, State, the Owner, and the Architect/Engineer in respect thereto, the Contractor shall cause a detailed examination of abutting property to be made before construction is begun. The owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the Contractor to a person in charge of the premises or structure, or by the mailing of the notice to the owner at the premises. The Architect/Engineer will attend while the Contractor makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the Contractor, Owner, and the Architect/Engineer and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. At such time as the Architect/Engineer may direct, or upon the 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 one (1) year from the date of Substantial Completion. This one-year period shall be covered by the Surety Performance Bond as specified in this Contract, except that in the case of defects or failure in a part of the work which the Owner takes possession of prior to Substantial Completion, such a period shall commence on the date the Owner takes possession. Upon receiving notification from the Owner or any public body, to whom the ownership of the Work has been transferred or who has agreed to maintain the Work, the Contractor shall immediately remedy, repair, or replace, without cost to the Owner or other notifying party and to the entire satisfaction of the notifying party, defects, damages, or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Contract. Notwithstanding, the correction of latent defects shall not be considered as warranty work.
- 2) The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the buildings or the contents thereof, which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect and deduct all costs from the Contractor's pay request or Payment and Performance Bond if final payment has been made.
- 3) The Contractor will correct all latent defects discovered within ten (10) years after Substantial Completion provided that the Owner shall notify the Contractor of each latent defect within the time specified by law and shall provide the Contractor with an opportunity to conduct test as contemplated in Chapter 558, Fla. Stat. The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the actual cost associated with

procurement, implementation, and management thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

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

END OF ARTICLE

8. CONTRACT TIME

A. Notice to Proceed

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

B. Schedules

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

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

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

C. Extensions of Time and Classification of Types of Delays

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

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

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

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

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

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

- ii. The Contractor has taken reasonable precautions and has made substantial effort to minimize the delay.

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

D. Substantial Completion, Final Completion and Final Acceptance

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

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

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

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

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

E. Use and Possession

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

F. Liquidated Damages and Liquidated Indirect Costs

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

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

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

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

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

END OF ARTICLE

9. PROGRESS PAYMENTS

A. Payments

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

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

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

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

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

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

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

- 12) 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.
- 13) 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 off the invoices issued by the supplier or vendor pursuant to the procedures in Paragraph G below.

- G) As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the Owner's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice issued to the Owner for material delivered. The Contractor shall assure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the Owner (and provided to Contractor) conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor shall verify in writing to the Owner's Representative that the Materials were received in order for the Owner to agree to approve the invoice for payment of the invoice issued. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
- H) The Contractor shall insure that Owner Direct Purchase materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or nonconformity's in the Owner Direct Purchased Material upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally the Contractor shall notify the Owner of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates Owner Direct Purchased materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.
- I) The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials and products as

required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or vendor.

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

- P) Upon completion of the project, the Contractor shall execute and deliver to the Owner, one or more deductive Change Orders, referencing the full value of all Owner Direct Purchased materials purchased directly, plus all sales tax savings associated with such materials in Contractor's bid to Owner's Representative.

D. Payments to Subcontractors and Suppliers

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

E. Contract Prices - Bid Form

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

F. Final Payment

- 1) After the Work has been accepted by the Owner, subject to the provisions of the Contract Documents, a final payment will be made as follows:
 - a. Prior to Final Acceptance of the Work, the Contractor shall prepare and submit a proposed final application for payment to the Architect/Engineer showing the proposed total amount due the Contractor, segregated as to Bid Item quantities, force

account work, and other bases for payments; deductions made or to be made for prior payment; amounts to be retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments shall be subject to correction in the proposed final application for payment. Claims filed with the final application for payment must be otherwise timely under these General Conditions.

- b. The Owner will review the Contractor's proposed final application for payment and necessary changes, or corrections will be forwarded to the Contractor. Within 10 days thereafter, the Contractor shall submit a final application for payment incorporating changes or corrections made by the Architect/Engineer together with additional claims resulting therefrom. Upon approval by the Owner, the corrected proposed final application for payment will become the approved final application for payment.
 - c. If the Contractor files no claims with the final application for payment and no claims remain unsettled within 30 days after final inspection of the Work by the Architect/Engineer and the Owner, and agreements are reached on all questions regarding the final application for payment, the Owner, in exchange for an executed release of all claims and properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment.
 - d. Upon final determination of any and all claims, the Owner, in exchange for properly executed close-out documents specified in Paragraph 3 below, will pay the entire sum found due on the approved final application for payment, including the amount, if any, allowed on claims.
 - e. The release from the Contractor will be from any claims arising from the Work under the Contract. If the Contractor's claim to amounts payable under the Contract has been authorized by the Owner for assignment pursuant to the relevant sections of the Contract Documents, a release may be required from the assignee.
 - f. Final payment will be made within 30 days after approval of the final notice and resolution of Contractor's claims, or 30 days after Final Acceptance of the Work by the Owner, whichever is later. If a final application for payment has not been approved within 30 days after final inspection of the Work, the Owner shall make payment of sums not in dispute without prejudice to the rights of either the Owner or the Contractor in connection with any disputed items.
 - g. Prior to payment of a claim settlement, the claim may be audited by the Owner and may be subject to approval by the funding agencies.
 - h. Final payment made in accordance with this article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid.
- 2) With the final application for payment, the Contractor shall return and submit final releases of claim from himself, from each subcontractor of record and from other subcontractors or material suppliers who may have notified the Owner that they were furnishing labor or materials for this project. These releases from subcontractors and suppliers shall be final, originals, notarized

and executed on the form provided by the Owner and included in the Contract Documents, all in accordance with all applicable Florida Statutes. In addition, the Contractor shall execute and return to the Owner all the enclosed close-out documents. In the event that all of the above releases cannot be furnished, the Contractor may, at the Owner's sole discretion after the Contractor demonstrates justifiable reasons, submit a Consent of Surety to Final Payment in a form acceptable to the Owner, recognizing lack of such releases of claim. Furthermore, the Contractor and the Surety shall agree in writing, in a form acceptable to the Owner, to indemnify, defend and hold harmless the Owner from any claims of subcontractors and suppliers who refuse to execute final releases.

3) The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- a. Faulty or defective Work appearing after Final Completion;
- b. Failure of the Work to comply with the requirements of the Contract Documents, discovered after Final Completion;
- c. The performance of audits to seek reimbursement of any overpayments discovered as a result of an audit as provided in the Contract Documents;
- d. The enforcement of those provisions of the Contract Documents which specifically provide that they survive the completion of the Work;
- e. The enforcement of the terms of the Payment and Performance Bonds against the Surety;
- f. Terms of all warranties/guarantees required by the Contract Documents.

4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

5) Escalation of Bid Items

- Q) A dedicated allowance account has been established in this contract for escalation of contractor Unit Prices. The funds in the dedicated allowance account may not be used for any purpose other than escalation of Unit Prices as provided for below. Funds in the dedicated allowance account are the property of the Owner, and any unused funds at the end of the Contract shall remain property of the Owner. The Contractor expressly agrees that it is solely responsible for all cost escalations which exceed the value of the dedicated allowance account. Payment shall be made in a lump sum, based on escalation occurring in the preceding 365 days, as outlined below.
- R) The Contractor shall be entitled to escalation of its Unit Prices 365 days after award of the contract, and every 365 days thereafter.
- S) The Contractor shall utilize the most recent statistical data available as published by the Bureau of Labor Statistics.
- T) The formula for the alteration of the Unit Prices shall be the percentage change for the previous 12 months with a not-to-exceed percentage change of five percent (5%) for each bid item. Should the Bureau of Labor Statistics make a major CPI revision, such as a change to the applicable CPI base period, it remains that the Unit Prices shall be altered utilizing the percentage change of the most recent 12 months as published within the

changed CPI. The percentage change in Unit Prices shall be computed similar to the following example:

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

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

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

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

END OF ARTICLE

10. CHANGES

A. Changes

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

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

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

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

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

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

B. Allowance Accounts

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

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

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

C. Deletion or Addition of Work

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

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

D. Increased or Decreased Quantities (Unit Prices)

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

E. Extra Work

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

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

The Work Order shall include, at a minimum:

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

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

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

F. Differing Site Conditions

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

G. Force Account

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

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

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

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

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

H. Contractor Proposals - General

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

I. Value Engineering Change Proposals

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

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

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

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

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

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

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

END OF ARTICLE

11. CLAIMS AND DISPUTES

A. Notice of Claims

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

B. Claim Submittals

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

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

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

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

C. Disputes

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

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

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

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

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

D. Terminations

1) Termination for Convenience

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

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

2) Termination for Default of Contractor

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

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

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

3) Termination for National Emergencies

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

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

4) Implementation of Termination

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

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

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

5) Suspension of Work

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

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

END OF ARTICLE

12. MISCELLANEOUS PROVISIONS

A. Third-Party Beneficiary

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

B. Venue

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

C. Governing Laws

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

Specifically, the Contractor and his subcontractors shall comply with Miami-Dade County Resolution Nos. R-1386-09 and R-138-10 governing the treatment of SBE-CON firms.

- 3) In addition, the Contractor agrees to abide by all federal, state, and local procedures, as may be amended from time to time, regarding how documents that the Contractor has access to, are handled, copied, and distributed, particularly documents that contain sensitive security information.

D. Successors and Assigns

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

E. Written Notice

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

F. Indemnification

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

G. Audit Rights

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

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

2) Inspector General

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

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

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

H. Severability

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

I. Payment and Performance Bond

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

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

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

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

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

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

J. Insurance

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

K. Conflict of Interest

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

L. Rights in Shop Drawings

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

M. Patent and Copyright

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

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

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

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

O. Historical, Scientific and Archaeological Discoveries

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

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

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

Q. Accounts Receivable Adjustments

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

R. User Access Program (UAP)

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

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

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the

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

END OF ARTICLE

13. APPLICABLE LEGISLATION

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

A. Resolutions

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

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

B. Administrative Orders

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

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

C. Implementing Orders

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

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

D. Code of Miami-Dade County:

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

END OF ARTICLE

SECTION 14

SPECIAL PROVISIONS TO BE ATTACHED

SPECIAL PROVISIONS

1.0 SCOPE OF WORK:

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

2.0 ALLOWANCE ACCOUNTS:

- A. **Contingency Allowance** - A Contingency Allowance Account has been established for the exclusive use of the Department of Solid Waste Management as a reserve account to cover unforeseeable and unavoidable costs associated with the Work. This Contingency Allowance account shall be calculated at ten percent (10%) of the base bid total for the Work. It is understood that any unspent portion of the contingency allowance account is to remain with the COUNTY.
- B. **Dedicated Allowance** - A Dedicated Allowance Account has been established for the exclusive use of the Department of Solid Waste Management as a reserve account for the purpose of modifying shipping container. The Dedicated Allowance shall be in the amount of **\$5,000.00 per location**. It is understood that any unspent portion of the allowance account is to remain with the COUNTY. No Authorization to Proceed on a change shall be issued against this Allowance Account if the aggregate of the change exceeds the authorized amount of this Allowance Account.

3.0 INSURANCE REQUIREMENTS:

Refer to the Indemnification and Insurance section below.

4.0 CONTRACTOR USE OF PREMISES:

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

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

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

5.0 EQUIPMENT:

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

6.0 INSPECTIONS/MATERIAL TESTING:

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

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

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

7.0 MEASUREMENT AND PAYMENT:

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

The Contractor shall be compensated based on the percentage of work completed if a lump sum contract or by unit price quantities as agreed upon by the DSWM Representative. The Schedule of Values will be used for payment and negotiation of additions/deletions to scope. DSWM reserves the right to modify/adjust any of the unit

item quantities at the same unit rate as specified on the Schedule of Values with no additional adjustment (compensation) for the reduction of work scope.

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

8.0 TIME OF WORK:

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

9.0 PRE-CONSTRUCTION MEETING:

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

10.0 CONSTRUCTION COORDINATION MEETINGS:

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

11.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:

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

Completion of All Work: The Contractor shall complete all work included in the Contract Documents, including punch list, no later than 547 calendar days after NTP.

12.0 LIQUIDATED DAMAGES:

TIME IS OF THE ESSENCE and completing the work within the specified time is of the utmost importance to MDC. The following liquidated damages rate(s) have been determined based on the best information available at the time of bidding and represent a good faith effort by MDC to quantify the damages that MDC will incur if the contract duration is not achieved. Therefore, for failure to complete the work within the number of days stipulated in the RPQ, the Contractor and his/her sureties will be assessed Liquidated Damages as follows:

Final Completion

Liquidated Damages shall be assessed in the amount of **\$349.20**, per day for each day of delay, not as a penalty, but as Liquidated Damages for each day or fraction thereof of delay until the Final Completion Date is met, which will be paid to Miami-Dade County by the Contractor.

13.0 COLLUSION AFFIDAVIT:

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

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

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

14.0 SUBCONTRACTOR / SUPPLIER LISTING (WHEN APPLICABLE):

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

15.0 E-VERIFY:

Obligations of State Funded Contracts

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

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

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

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

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

be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

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

17.0 DISCLOSURE OF ALLEGED DISCRIMINATION LAWSUITS:

In accord with Resolution No. R-828-19, the County reserves the right to request from any Bidder the disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits.

18.0 PRE-BID MEETING:

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

19.0 METHOD OF AWARD:

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

20.0 PERFORMANCE & PAYMENT BOND:

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

21.0 SCRUTINIZED COMPANIES:

By executing this proposal through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as

those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the bidder shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been, or is subsequently during the term of the contract, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

22.0 USER ACCESS PROGRAM:

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

23.0 CONTRACTOR DUE DILIGENCE AFFIDAVIT:

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

24.0 CONE OF SILENCE:

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

25.0 BID PROTEST:

The attention of the Contractor is hereby directed to the requirements of Miami-Dade County Implementing Order No. 3-21 – Bid Protest and Resolution R-1080-19 which

updated the Bid Protest filing fees for contracts set-aside for bidding solely by certified Small Business Enterprises, and other relevant sections.

26.0 PROMPT PAYMENT:

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

27.0 ASSIGNABILITY/ASSIGNMENT:

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

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

28.0 SECTION 20.055 (5):

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

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

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

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

30.0 BUY AMERICAN IRON AND STEEL PRODUCTS PROCUREMENT PROGRAM

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

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

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

32.0 AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

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



INDEMNIFICATION AND INSURANCE

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

The Contractor shall furnish to *Department of Solid Waste Management, Dr. Martin Luther King Jr. Office Plaza, 2525 NW 62 Street, Suite 5100, Miami, FL 33147*, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

For contracts of a value under \$1,000,000.00

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

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

For contracts of a value over \$1,000,000.00

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.

- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate 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 used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

The following additional insurance coverages might be applicable. Please contact Risk Management if further clarification is needed:

- If asbestos abatement or removal operations, environmental work as in extraction of contaminated soil, and/or transportation/delivery/unloading of hazardous materials is required of the Contractor shall furnish to *Department of Solid Waste Management, Dr. Martin Luther King Jr. Office Plaza, 2525 NW 62 Street, Suite 5100, Miami, FL 33147*, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter A-C and below:
 - a. Pollution Liability insurance, in an amount not less than \$1,000,000 covering 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.
- If construction of a building(s) or structure(s) occurs as either ground-up new, addition or structural renovation of an existing structure is required, the Contractor shall furnish to *Department of Solid Waste Management, Dr. Martin Luther King Jr. Office Plaza, 2525 NW 62 Street, Suite 5100, Miami, FL 33147*, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter a below:
 - a. Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the completed contract value of the building(s) or structure(s). The policy shall be in the name of Miami Dade County and the Contractor. *If work being done involves existing structure, then coverage needs to include coverage for existing structure.*
- For renovation or equipment install projects with values greater than \$1,000,000:
 - a. Installation Floater on an "all risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the equipment and materials. The policy shall list Miami Dade County as a Loss Payee A.T.I.M.A.
- For contracts that requires professional services such as testing, design, engineering, architectural or other related professional services the Contractor shall furnish to *Department of Solid Waste Management, Martin Luther King Office Plaza, 2525 NW 62 Street, Suite 5100, Miami, FL 33147*, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter A-C and below
 - a. Professional Liability in the amount not less than \$ 1,000,000 per claim

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

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

or

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

NOTE: CERTIFICATE HOLDER MUST READ:

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

ATTACHMENT “ A “

Certificate of Acceptance for Substantial Completion

Certificate of Final Acceptance

CERTIFICATE OF ACCEPTANCE FOR SUBSTANTIAL COMPLETION

RPQ No.: _____

Date : _____

Description : _____

Address : _____

Contractor : _____

Consultant : _____

Surety : _____

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

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

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

(COMPANY SEAL)

Signed : _____

Contractor

Recommended : _____

Resident Engineer/Project Manager

Recommended : _____

Chief, Construction

Certificate of Final Acceptance

RPQ No.:

Description:

Address:

Consultant:

Contractor:

Surety:

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

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

Recommended : _____
Resident Engineer/Project Manager

Recommended : _____
Chief, Construction

:

ATTACHMENT “ B “

Contractor Release

Agreement on Final Quantities and Amounts

Final Affidavit

Labor Standards Provisions Final Certificate

Memorandum of Understanding

Certificate of Sub-Contractor Status

Final Release of Lien

CONTRACTOR RELEASE

RPO No.:

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

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

(***COMPANY SEAL***)

Contractor

Signature

WITNESS :

Print Name : _____

Print Title : _____

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

CERTIFICATE

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

(***CORPORATE SEAL***)

Signature

AGREEMENT
ON
FINAL QUANTITIES AND AMOUNTS

RPO No.:

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

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

(Company Seal)

Contractor

Signature

Print Name

Print Title

Date

Resident Engineer

Date

Print Name

FINAL AFFIDAVIT

RPQ No.:

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

(***COMPANY SEAL***)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

LABOR STANDARDS PROVISIONS

FINAL CERTIFICATE

RPQ No.:

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

EXCEPTION (S) :

Contractor : _____

(COMPANY SEAL)

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

MEMORANDUM OF UNDERSTANDING

RPO No.:

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

It is understood and expressly agreed that :

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

(COMPANY SEAL)

Contractor : _____

Signature : _____

Print Name : _____

Print Title : _____

Date : _____

RECOMMENDED

By : _____
Resident Engineer/Project Manager

By : _____
Chief, Construction Division

CERTIFICATE OF SUB-CONTRACTOR STATUS

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

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

(COMPANY SEAL)

Contractor

Signature

Print Name & Title

Date

FINAL RELEASE OF LIEN

Notary Seal:

ATTACHMENT "C"

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

Consent of Surety Company to Requisition Payment

SUBCONTRACTOR'S / SUPPLIER'S RELEASE OF CLAIM

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

Project No.: _____

Date: _____

Project Title: _____

Subcontractor: _____

Requisition No.: _____ From: _____ To: _____

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

(COMPANY SEAL)

Legal Name of Subcontractor

Title

Signature

State of _____)

) ss

County of _____)

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

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

[] did [] did not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:



CONSENT OF SURETY COMPANY TO REQUISITION PAYMENT

PROJECT No. _____

PROJECT TITLE: _____

PROJECT LOCATION: _____

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

IN THE AMOUNT OF: _____

CONTRACTOR: _____ RPQ No. _____

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

_____, ON BOND OF
(ADDRESS)

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

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

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

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

IN WITNESS THEREOF,

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

SURETY COMPANY

ATTEST:
(SEAL)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

ATTACHMENT “D”

“Contractor Agent to Accept Service”

CONTRACTOR AGENT TO ACCEPT SERVICE

RPQ No.: _____

DATE: _____

CONTRACT TITLE: _____

CONTRACTOR: _____

NOTICE TO PROCEED (NTP) DATE: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR TELEPHONE No.: _____

CONTRACTOR E-MAIL ADDRESS: _____

AGENT'S NAME: _____

AGENT'S TITLE: _____

AGENT'S ADDRESS: _____

AGENT'S TELEPHONE No. _____

AGENT'S E-MAIL ADDRESS _____

Contractor Corporate Representative

Submitted By: _____

SIGNATURE

CONTRACTOR

ATTACHMENT "E"

Force Account Daily Report:
Labor, Material & Equipment



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

DATE: _____

CONTRACTOR: _____

CONTRACT No. _____

REPORT No. _____

CONTRACT CHANGE NOTICE / DSWM LETTER: _____

PAGE No. _____ of _____

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

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

Description of work performed:

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

CERTIFIED CORRECT BY:

DATE

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

ALL EQUIPMENT RATES ARE ADJUSTED TO REFLECT CALIFORNIA BLUE BOOK

QUAN.	UNIT	DESCRIPTION	MATERIALS	RECAP
				LABOR
				MATERIALS
				EQUIPMENT

CERTIFIED CORRECT BY: _____ DATE _____

TOTAL THIS SHEET

FOR ENGINEER'S USE

APPROVED AS TO SUBSTANCE

EXTENSION OF LABOR, MATERIAL & EQUIPMENT VERIFIED BY:

BY: _____
RESIDENT ENGINEER

DATE

INSPECTOR

DATE

ATTACHMENT "F"

Certification of the Contractor

CERTIFICATION OF THE CONTRACTOR

The Contractor shall execute this Affidavit and submit it with all releases.
RPQ No. _____

According to the best of my knowledge and belief, I certify that as of the date of this release all work has been performed and materials supplied in full accordance with the terms and conditions of the Contract.

I further certify that to the best of my knowledge and believe there are no outstanding claims for Labor, material or Time by or against Contractor unless otherwise noted below and that payments in full have heretofore been made by the Contractor, for which payment has been received, to all persons, firms and corporations supplying labor, materials, equipment or supplies, used directly or indirectly by the Contractor or by any subcontractor in the prosecution of the work provided for in said Contract.

Estimate No. _____

For period ending: _____

Date: _____

Contractor: _____

Affix corporate seal if corporation

By: _____

Exception(s) for claims and to appropriate payment to subcontractors and obtaining a Miami-Dade County Release of Lien is/are: _____

Signed, Sealed and Delivered in the presence of:

State of _____

County of _____

On this _____ day of _____ 20____, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____ who acknowledged that he/she executed the above Affidavit on behalf of the Corporation or Entity as its free act and deed.

Notary Public: _____

My Commission Expires: _____

SPECIFICATIONS

- Scope of Work
- Drawings and Technical Specifications, by location:
 - West Little River TRC
 - Eureka Drive TRC
 - West Perrine TRC

SCOPE OF WORK

PURPOSE

The purpose of this project is to expand Miami-Dade County's (County) used oil collection system by installing new systems at three (3) designated Neighborhood Trash & Recycling Centers (TRC) to enhance environmental sustainability and to allow additional locations for public service access.

PROJECT LOCATIONS

- (1) West Little River TRC, 1830 NW 79th Street, Miami, FL, 33147
- (2) Eureka Drive TRC, 9401 SW 184th St, Palmetto Bay, FL, 33157
- (3) West Perrine TRC, 16651 SW 107th Ave, Miami, FL, 33157

SCOPE OF WORK BY LOCATION

West Little River TRC:

The used oil container shall be permanently located in the parking lot. The project consists of installation of used motor oil collection system at the trash recycling center, which includes but is not limited to:

- Clearing of site as necessary
- Construction of temporary traffic barriers
- Installation of 12' length, 19' wide, 3.5' depth of concrete slab foundation for housing structure and steps
- Installation of housing structure, used motor oil collection tanks, traffic bollards, and one (1) parking space

Eureka Drive TRC:

The used oil container shall be permanently located in the striped area north of the guard house. The project consists of installation of used motor oil collection system at the trash recycling center, which includes but is not limited to:

- Clearing of site as necessary
- Construction of temporary traffic barriers
- Installation of 10' length, 12' wide, 0.5' depth of concrete slab foundation for housing structure
- Installation of housing structure, used motor oil collection tanks, traffic bollards, and two (2) parking spaces

West Perrine TRC:

The used oil container shall be permanently located in the parking lot. The project consists of installation of used motor oil collection system at the trash recycling center, which includes but is not limited to:

- Clearing of site as necessary
- Construction of temporary traffic barriers
- Installation of 10' length, 12' wide, 0.5' depth of concrete slab foundation for housing structure
- Installation of housing structure, used motor oil collection tanks, steel traffic bollards, and one (1) parking space

GENERAL REQUIREMENTS

Contractor shall deliver the Work fully completed, with all used motor oil collection systems installed and positioned in their final, permanent location, and ready for continuous service. The Work shall include, without limitation, all necessary repairs, testing, permitting, cleanup, replacements, and any restoration required as a result of damages caused during construction. Prior to starting any work, Contractor shall coordinate with DSWM staff regarding the locations of the proposed used oil containers, equipment staging areas, road crossings, and any other areas required to perform the work. All disturbed areas shall be restored to pre-construction conditions, grades, seeded, sodded, and/or mulched as required.

MIAMI DADE COUNTY USED MOTOR OIL COLLECTION SYSTEM EXPANSION EDP-SW18M010

WEST LITTLE RIVER TRASH AND RECYCLING CENTER 1890 NW 79TH STREET MIAMI, FLORIDA DECEMBER 2022

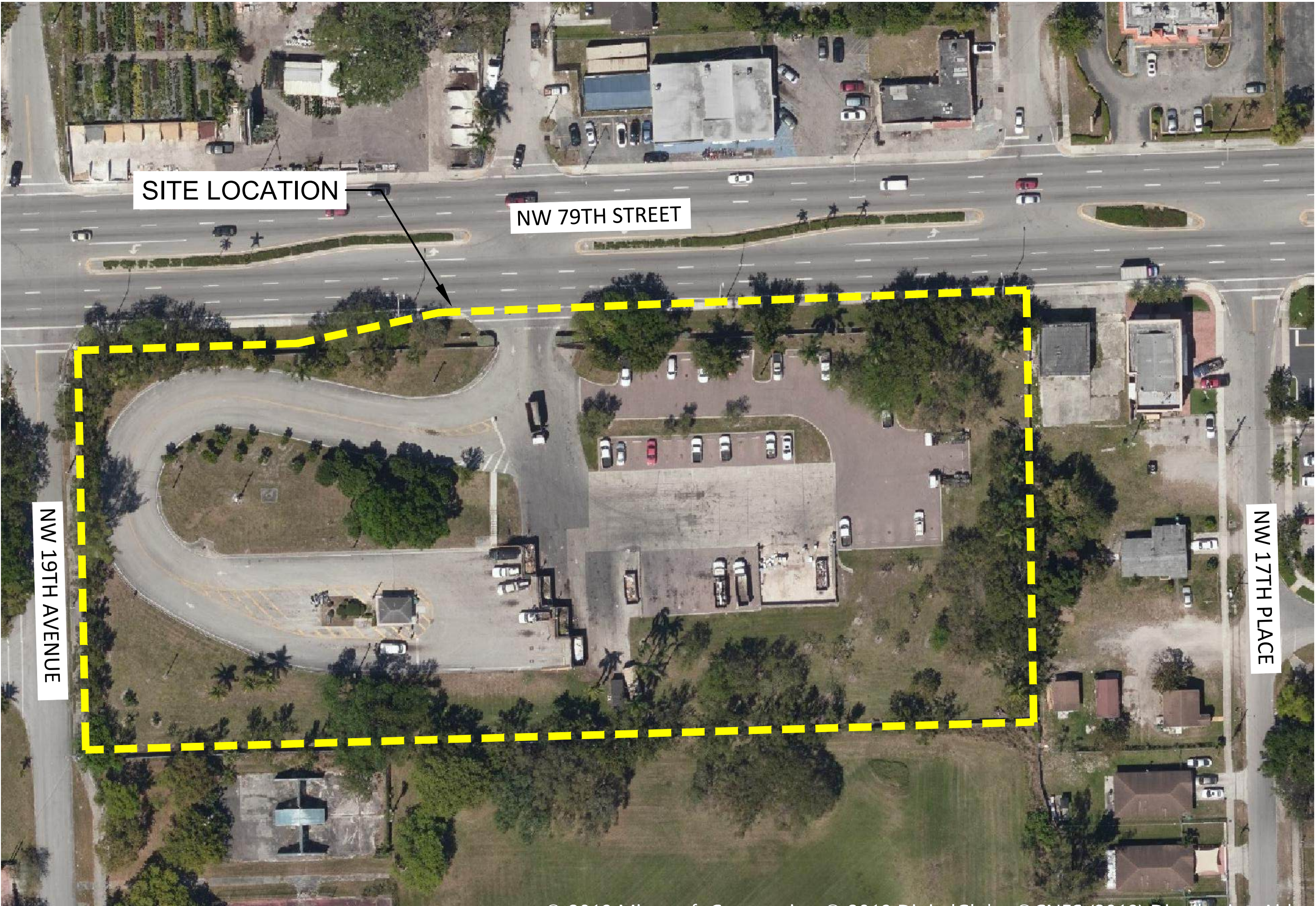
PREPARED FOR:

MIAMI DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
2525 NW 62ND STREET
MIAMI, FLORIDA 33147



COMMISSION:

- DANIELLA LEVINE CAVA - MAYOR
- JOSE DIAZ - CHAIRMAN/DISTRICT 12 COMMISSIONER
- OLIVER G. GILBERT, III - VICE CHAIRMAN/DISTRICT 1 COMMISSIONER
- JEAN MONESTIME - DISTRICT 2 COMMISSIONER
- KEON HARDEMON - DISTRICT 3 COMMISSIONER
- SALLY A. HEYMAN - DISTRICT 4 COMMISSIONER
- EILEEN HIGGINS - DISTRICT 5 COMMISSIONER
- REBECCA SOSA - DISTRICT 6 COMMISSIONER
- RAQUEL A. REGALADO - DISTRICT 7 COMMISSIONER
- DANIELLE COHEN HIGGINS - DISTRICT 8 COMMISSIONER
- KIONNE L. MCGHE - DISTRICT 9 COMMISSIONER
- JAVIER D. SOUTO - DISTRICT 10 COMMISSIONER
- JOE A. MARTINEZ - DISTRICT 11 COMMISSIONER
- RENE GARCIA - DISTRICT 13 COMMISSIONER



INDEX OF DRAWINGS
DRAWING TITLE

C-1.0	COVER SHEET
C-1.1	NOTES AND SPECIFICATIONS
C-2.0	NOTES AND SPECIFICATIONS
C-3.0	SITE LOCATION PLAN
C-4.0	STRUCTURE DETAILS
C-4.1	INSTALLATION DETAILS
C-4.1	INSTALLATION DETAILS

S:10 T:53S R:41E

LOCATION MAP

NTS

SCS ENGINEERS

STEARNS, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.

9500 S. DADELAND BLVD., SUITE 610
MIAMI, FL 33156

PH. (305) 412-8185 FAX. (305) 412-8105
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 00004892
WWW.SCSENGINEERS.COM

SCS PROJECT NO. 09219062.00

Yudex A. Hasbun, P.E., State of Florida, Professional
Engineer, License No. 54810.
This item has been digitally signed and sealed by Yudex
A. Hasbun, P.E. on the date indicated here.
Printed copies of this document are not considered
signed and sealed and the signature must be verified on
any electronic copies.

PERMIT SET

DATE: DECEMBER 2022

M:\PROJECT\09219062.00\Newform\DWG\Figures\PERMITTING\West Little River\C-1.0 NOTES AND SPECIFICATIONS.dwg May 19, 2025 - 12:25pm Layout Name: WEST LITTLE RIVER By: ttramirez

I. GENERAL DESCRIPTION OF WORK

- A. THE WORK GENERALLY CONSISTS OF INSTALLATION OF USED MOTOR OIL COLLECTION SYSTEM AT THE TRASH RECYCLING CENTER.
1. CLEAR SITE AS NECESSARY.
2. CONSTRUCT TEMPORARY TRAFFIC BARRIERS.
3. INSTALLATION OF 10' LENGTH, 14" WIDE, 2' DEPTH OF CONCRETE SLAB FOUNDATION FOR HOUSING STRUCTURE WITH CONCRETE STEPS.
4. INSTALLATION OF HOUSING STRUCTURE.
5. INSTALLATION OF USED MOTOR OIL COLLECTION TANKS.
6. INSTALLATION OF STEEL TRAFFIC BOLLARDS.
7. INSTALLATION OF TWO PARKING SPACES.
- B. REFER TO THE FULL SET OF CONSTRUCTION PLANS FOR CONSTRUCTION DETAILS AND SPECIFICATIONS.
- C. THE OWNER OF THE PROJECT IS MIAMI DADE COUNTY-DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM).

II. APPLICABLE CODES

- A. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL CODES APPLICABLE TO THE WORK, INCLUDING, BUT NOT LIMITED TO BUILDING AND CONSTRUCTION CODES, ENVIRONMENTAL CODES, AND HEALTH AND SAFETY CODES.
- B. CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF MIAMI-DADE COUNTY, CITY OF MIAMI, AND FLORIDA DEPARTMENT OF TRANSPORTATION.
- C. CONSTRUCTION SHALL BE ACCOMPLISHED IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

III. SEQUENCE OF ACTIVITIES.

1. INSTALL TEMPORARY TRAFFIC BARRIER AND APPROPRIATE WARNING SIGNS TO PROVIDE PUBLIC PROTECTION.
2. INSTALL CONCRETE SLAB.
3. INSTALL HOUSING STRUCTURES.
4. INSTALL USED OIL COLLECTION TANKS.
5. INSTALL TRAFFIC STEEL BOLLARDS.
6. STRIPPING PARKING SPACES ON TOP OF EXISTING PAVERS.
7. RESTORE DISTURBED AREAS TO PRE-CONSTRUCTION CONDITIONS.

IV. GENERAL NOTES

- A. THE CONTRACTOR SHALL COMPLETE THE WORK, IN PLACE, READY FOR CONTINUOUS SERVICE, AND SHALL INCLUDE REPAIRS, TESTING, PERMITS, CLEANUP, REPLACEMENTS, AND RESTORATION AS A RESULT OF DAMAGES CAUSED DURING CONSTRUCTION.
- B. THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF EROSION AND DUST OF ANY LAYDOWN AREAS.
- C. THE CONTRACTOR WILL COORDINATE WITH DSWM STAFF ON THE LOCATIONS OF THE PROPOSED USED OIL CONTAINERS, EQUIPMENT STAGING AREAS, ROAD CROSSINGS, AND OTHER AREAS REQUIRED TO PERFORM THE WORK. ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, GRADES, SEEDED, SODDED, AND/OR MULCHED AS REQUIRED.
- D. KEEP DIRT, DUST, NOISE AND OTHER OBJECTIONABLE NUISANCES TO A MINIMUM.
- E. THE CONTRACTOR SHALL NOT IMPEDE FACILITY TRAFFIC OR DISRUPT THE UTILITY SERVICES (I.E. ELECTRICAL, COMMUNICATIONS, SEPTIC), MIAMI-DADE COUNTY AND FACILITY CUSTOMERS WILL CONTINUE TO USE THE FACILITY THROUGHOUT CONSTRUCTION. THEREFORE, ROADWAYS MUST BE KEPT OPEN. THE CONTRACTOR SHALL FURNISH FLAGMEN FOR CUSTOMER TRAFFIC AS NECESSARY. DSWM AND PUBLIC HAVE RIGHT OF WAY.
- F. PERFORM ALL WORK IN A SAFE MANNER. FOLLOW ALL SAFETY RULES AND GUIDELINES OF OSHA. THE CONTRACTOR IS RESPONSIBLE FOR ANY INJURIES OCCURRED WITHIN THE PROJECT WORK AREA LIMITS OF HIS EMPLOYEES, OTHER EMPLOYEES, INTRUDERS, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. INCLUDE ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS IN THE CONTRACTOR'S BID FORM.
- G. IF IT IS NECESSARY IN THE COURSE OF MANAGING THE SITE FOR THE CONTRACTOR TO MOVE ITS EQUIPMENT AND/OR MATERIAL, THE CONTRACTOR SHALL DO SO PROMPTLY AND PLACE THAT EQUIPMENT IN AN AREA THAT DOES NOT INTERFERE WITH USE OF THE SITE BY THE GENERAL PUBLIC.
- H. THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO PROTECT EXISTING UTILITIES, ROADWAYS, MONITORING WELLS, SURVEY BENCHMARKS, ROADWAY SURFACING, AND OTHER SITE FEATURES. DAMAGE TO THESE FEATURES CAUSED BY THE CONTRACTOR SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE.
- I. MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.
- J. PROVIDE PROPER WARNING SIGNS, BARRICADES, TEMPORARY FENCING, AND OTHER APPROPRIATE SAFETY DEVICES DURING EXECUTION OF THE WORK TO PROVIDE PUBLIC PROTECTION AND SAFETY.
- K. VERIFY AND PROTECT EXISTING TREES AND NATURAL VEGETATION THAT ARE TO REMAIN UNDISTURBED. CLEAR AND GRUB AREAS INDICATED FOR CONSTRUCTION AND REMOVE ALL ROOTS AND MISCELLANEOUS VEGETATION UNLESS THE INTEGRITY OF THE SITE WILL BE HINDERED.
- L. MATERIALS TESTING IS THE CONTRACTOR'S RESPONSIBILITY. PROCTOR DENSITY TESTS AND MATERIALS TESTING AS REQUIRED BY THE CONTRACT ARE TO BE PROVIDED BY AN INDEPENDENT MATERIALS TESTING LABORATORY AS APPROVED BY DSWM AND/OR ENGINEER. REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER FROM THE APPROVED TESTING LABORATORY WILL BE SUBMITTED TO THE ENGINEER AND DSWM INDICATING OBSERVATIONS AND RESULTS OF TESTS AND INDICATING COMPLIANCE OR NONCOMPLIANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER AND DSWM 48 HOURS PRIOR TO THE EXPECTED TIME FOR OPERATIONS REQUIRING INSPECTION AND LABORATORY TESTING SERVICES. THE CONTRACTOR SHALL FURNISH SAMPLES OF MATERIALS, DESIGN MIX, EQUIPMENT, TOOLS, ETC AS REQUESTED. RETESTING REQUIRED BECAUSE OF NON-CONFORMANCE TO SPECIFIED REQUIREMENTS SHALL BE PERFORMED BY THE SAME INDEPENDENT FIRM ON INSTRUCTIONS FROM THE ENGINEER. THE COST OF SAMPLING AND TESTING, INCLUDING ANY NECESSARY RETESTING, CANCELED TESTS AND/OR THE CONTRACTOR NOT BEING READY FOR THE REQUIRED TEST, SHALL BE INCLUDED IN THE CONTRACT PRICE PROVIDED BY THE CONTRACTOR.

- M. A PRE-CONSTRUCTION MEETING WILL BE HELD AT COUNTY OFFICES AND SCHEDULED PRIOR TO THE NOTICE TO PROCEED. THE CONTRACTOR SUPERINTENDENT SHALL ATTEND AT A MINIMUM.
- N. THE CONTRACTOR MAY WORK FROM 7 AM TO 5 PM MONDAYS THROUGH FRIDAYS. THE CONTRACTOR SHALL NOT WORK ON HOLIDAYS OR FACILITY NON-OPERATING DAYS.
- O. OBSERVATION VISITS TO SITE BY FIELD REPRESENTATIVES OF ENGINEER OF RECORD DO NOT INCLUDE INSPECTIONS OF CONSTRUCTION MEANS AND METHODS. INSPECTIONS PERFORMED BY THE ENGINEER OF RECORD AND/OR FIELD REPRESENTATIVE(S) OF THE ENGINEER OF RECORD ARE PERFORMED SOLELY FOR THE PURPOSE OF DETERMINING CONTRACTOR UNDERSTANDING OF THE CONSTRUCTION DOCUMENTS. UPON INSPECTION, IF WORK IS CONSTRUCTED NOT MATCHING THE CONTRACT DOCUMENTS, THE ENGINEER OF RECORD AND/OR FIELD REPRESENTATIVE(S) WILL COMMUNICATE THIS WITH THE COUNTY. OBSERVATIONS PERFORMED BY ENGINEER OF RECORD ARE PERFORMED SOLELY FOR THE PURPOSE OF DETERMINING IF CONTRACTOR UNDERSTANDS DESIGN INTENT CONVEYED IN DESIGN DOCUMENTS. OBSERVATIONS DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND ARE NOT TO BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
- P. THE BID PRICE SHALL BE BASED ON THE PRODUCTS SPECIFIED IN THE BID DOCUMENTS. THE BIDDER SHALL NOT INCLUDE "OR-EQUAL" ITEMS IN THEIR BID COSTS. THE CONTRACTOR MAY SUBMIT SUBSTITUTION REQUESTS AFTER THE NOTICE TO PROCEED AND SHALL PROVIDE COST ADJUSTMENTS WITH ANY SUBSTITUTION REQUEST.
- Q. UNLESS OTHERWISE STATED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SUBMIT THE FOLLOWING TO THE ENGINEER AND COUNTY SEVEN DAYS FOLLOWING THE CONTRACTOR'S NOTICE TO PROCEED:
1. PROJECT SCHEDULE FOR CONTAINER DELIVERY AND INSTALLATION
2. SCHEDULE OF VALUES FOR THE PAY APPLICATION
3. PHOTOGRAPH OF THE PROJECT AND LAYDOWN AREAS

- R. PAYMENT TO THE CONTRACTOR SHALL BE BASED ON THE UNIT COSTS ESTABLISHED ON THE BID FORM AND ACCORDING TO MIAMI-DADE COUNTY STANDARDS. PAYMENTS SHALL BE MADE PER INSTALLED CONTAINER AND CONSTITUTE FULL COMPENSATION FOR ALL LABOR, EQUIPMENT, MATERIAL AND WORK NECESSARY TO COMPLETE INSTALLATION IN ACCORDANCE WITH THE PLANS FOR EACH CONTAINER. NO PARTIAL PAYMENT SHALL BE MADE ON EACH CONTAINER.

V. SHOP DRAWINGS

- A. MINIMUM OF FOURTEEN DAYS PRIOR TO THEIR CONSTRUCTION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR THE FOLLOWING: USED OIL CONTAINERS, HOUSING STRUCTURES, LIMEROCK, CONCRETE, ASPHALT AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

VI. DEMOLITION NOTES

- A. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
- B. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE COUNTY AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
- C. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
- D. ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- E. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
- F. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
- G. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
- H. EXCAVATE AND REMOVE EXISTING PAVERS USING POWER-DRIED MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
- I. INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSURE THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
- J. REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., E.P.A., AND ANY OTHER AUTHORITY HAVING JURISDICTION.
- K. ALL EXISTING UTILITY MANHOLE COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO GRADE ELEVATION, UNLESS OTHERWISE NOTED.

VII. EARTHWORK NOTES

- A. WHERE MUCK, ROCK, CLAY, OR OTHER MATERIAL WITHIN THE LIMITS OF CONSTRUCTION IS UNSUITABLE IN ITS ORIGINAL POSITION THE CONTRACTOR SHALL EXCAVATE SUCH MATERIAL IN ITS ENTIRETY AND BACKFILL WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED IN PLACE TO CONFORM TO THE REQUIRED GRADES TO LEVEL THE SITE.
- B. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE.
- C. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES.

VIII. SLAB ON GRADE CONSTRUCTION

- A. SPECIFICATION: UNLESS NOTED OTHERWISE, SLAB ON GRADE CONSTRUCTION SHALL FOLLOW THE RECOMMENDATIONS OF "THE GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION ACI 302.1R-04".
- B. SUBGRADE PREPARATION: AREAS CONTAINING SLAB ON GRADE CONSTRUCTION SHALL BE STRIPPED TO SUFFICIENT DEPTH TO REMOVED ALL VEGETATION, TOP SOIL, ORGANIC AND OTHER UNSUITABLE MATERIALS.

C. REINFORCING STEEL

1. SEE THE DRAWINGS FOR TYPICAL SLAB REINFORCEMENT REQUIREMENTS.
2. LAP CONTINUOUS SLAB ON GRADE REINFORCING STEEL #4 BAR DIAMETERS AT SPLICES BUT NOT LESS THAN 12".
3. ALL REINFORCING STEEL FOR SLABS ON GRADE SHALL BE CHAIRED WITH SLAB BOLTERS DESIGNED FOR SUPPORT ON SOIL TO PROVIDED SPECIFIED COVER TO REINFORCING STEEL.
- D. SEE DETAILS ON THE DRAWINGS FOR REQUIREMENTS OF CONSTRUCTION JOINTS. CONTROL JOINTS AND POUR SIZE AND SEQUENCE OF SLAB ON GRADE CONSTRUCTION.
- E. OPENINGS ON SLAB ON GRADE: UNLESS DETAILED OTHERWISE ON THE DRAWINGS, PROVIDE 1-#5 X OPENING WIDTH +3'-0" AROUND ALL PENETRATION THROUGH SLAB ON GRADE 10" WIDE OR GREATER AND 1-#5 X 3'-0" DIAGONAL CORNERS BARS. SUCH REINFORCEMENT SHALL BE PROVIDED WHETHER OPENING IS SHOWN ON DRAWINGS OR NOT.

IX. REINFORCING STEEL

- A. ALL REINFORCING SHALL BE BILLET STOCK ASTM A615, GRADE 60. BARS SHALL SECURELY TIE IN PLACE WITH #16 DOUBLE-ANNEALED IRON WIRE. BARS SHALL BE SUPPORTED ON ACCEPTABLE CHAIRS. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING OF REINFORCED CONCRETE STRUCTURES." CONTRACTOR SHALL COORDINATE REINFORCING STEEL PLACEMENT DETAILS AND PROVIDE TEMPLATES FOR PLACING STEEL IN CONGESTED AREAS AS NECESSARY. SHOP DRAWINGS (INCLUDING PLACING PLANS AND ELEVATIONS) SHALL BE SUBMITTED TO, AND REVIEWED BY, THE ENGINEER BEFORE STARTING FABRICATION.
- B. NO REINFORCING BARS SHALL BE SPLICED BY WELDING. AT THE CONTRACTOR'S OPTION, MECHANICAL BUTT SPLICING USING AN EXOTHERMIC WELDING PROCESS AND HIGH STRENGTH SLEEVES OR MECHANICAL CONNECTION SPLICING MAY BE USED, PROVIDED THAT THE MECHANICAL SPLICES SHALL BE ICBO APPROVED TO ACHIEVE A MINIMUM TENSILE STRENGTH OF 125 PERCENT OF THE SPECIFIED YIELD STRENGTH OF THE BAR. THE MINIMUM TENSILE STRENGTH REQUIREMENT SHALL BE INCREASED TO 160 PERCENT FOR MECHANICAL SPLICES AT THE INTERFACE OF DIAPHRAGMS AND THE LATERAL SYSTEM, AND FOR MECHANICAL SPLICES WITHIN ELEMENTS OF THE LATERAL SYSTEM. SPLICES DEVICES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. REINFORCING BARS SHALL BE LAP SPLICED FOR TENSION UNLESS NOTED OTHERWISE ON THE DRAWINGS. #14 AND #18 BARS SHALL NOT BE LAP SPLICED.
- C. WELDING OR TACK WELDING OF REINFORCING BARS TO OTHER BARS OR TOE PLATES, ANGLES ETC, IS PROHIBITED, EXCEPT WHERE SPECIFICALLY APPROVED BY THE ENGINEER. WHERE WELDING IS APPROVED, IT SHALL BE DONE BY AWS CERTIFIED WELDERS USING E9018 OR APPROVED ELECTRODES. WELDING PROCEDURES SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.4.
- D. MINIMUM CAST-IN-PLACE CONCRETE COVER OVER REINFORCING STEEL, UNLESS NOTED OTHERWISE, SHALL BE AS FOLLOWS:

1. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 INCHES.
2. CONCRETE EXPOSED TO EARTH OR WEATHER:
- 1 1/2 INCHES FOR #5 BAR OR SMALLER
3. OTHER CONCRETE:
- SLABS AND JOISTS:
#11 BARS AND SMALLER - 3/4 INCH

- E. PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE. SPLICE ONLY AS SHOWN OR APPROVED. STAGGER SPLICES WHERE POSSIBLE. USE TENSION SPLICE CLASS "B" UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH TENSION SPLICES. UNLESS NOTED OTHERWISE LAP LENGTHS EXPRESSED IN NUMBER OF BAR DIAMETERS SHALL BE AS FOLLOWS:

BAR SIZE	NORMAL WEIGHT CONCRETE, F'c (psi)				
	CLASS	3,000	4,000	5,000	6,000
#6 OR SMALLER	A	44 DIAM.	38 DIAM.	34 DIAM.	31 DIAM.
	B	57 DIAM.	49 DIAM.	44 DIAM.	40 DIAM.

- F. LAP SPLICE LENGTH NOTES:

1. TABLE IS BASED ON a) CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN ONE BAR DIAMETER (BD), CLEAR COVER NOT LESS THAN ONE DB, AND STIRRUPS OR TIES THROUGHOUT THE LAP SPLICE LENGTH NOT LESS THAN THE CODE MINIMUM, OR b) CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN 2 DB AND CLEAR COVER NOT LESS THAN ONE DB. FOR ALL OTHER CASES, MULTIPLY TENSION LAP BY 1.5.
2. FOR TENSION REINFORCEMENT IN LIGHTWEIGHT CONCRETE, MULTIPLY LAP SPLICED LENGTH BY 1.3. THE LAP SPLICE LENGTH SHALL NOT BE LESS THAN 12"

SHEET TITLE		NOTES AND SPECIFICATIONS		PROJECT TITLE		CLIENT		SCS ENGINEERS		CADD FILE		DATE:		SCALE:		DRAWING NO.		SHEET		YUDEK HASBUN, P.E. CERTIFICATE NO. 54810	
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2		APRIL 2023		RESPONSE TO COMMENTS		AR															
3		MAY 2025		REDESIGN		AR															

Yudek A. Hasbun, Professional Engineer, State of Florida, License No. 54810.
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X. CONCRETE

- A. MIXING, BATCHING, TRANSPORTING, PLACING, AND CURING OF ALL CONCRETE, AND SELECTION OF CONCRETE MATERIALS, SHALL CONFORM TO ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS," EXCEPT AS NOTED BELOW. PROPORTIONS OF AGGREGATE TO CEMENTITIOUS PASTE SHALL BE SUCH AS TO PRODUCE A DENSE, WORKABLE MIX THAT CAN BE PLACED WITHOUT SEGREGATION OR EXCESS FREE SURFACE WATER.
- B. MIX DESIGNS LISTED BELOW SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND APPROVED PRIOR TO USE. SELECTION OF CONCRETE MIX PROPORTIONS SHALL BE IN ACCORDANCE WITH ACI 301. MIX PROPORTIONS SHALL MEET OR EXCEED THE REQUIREMENTS LISTED BELOW FOR THE LOCATIONS NOTED. THE MORE STRINGENT OF THE REQUIREMENTS LISTED SHALL GOVERN. CONCRETE MIX DESIGN SHALL INCLUDE A WRITTEN DESCRIPTION INDICATING WHERE EACH PARTICULAR MIX IS TO BE PLACED WITHIN THE STRUCTURE.
- C. MAXIMUM SIZE AGGREGATE SHALL BE AS LISTED BELOW. MAXIMUM FLY ASH AS A PERCENTAGE OF TOTAL WEIGHT OF CEMENTITIOUS MATERIAL SHALL BE 20 PERCENT; FLY ASH SHALL BE CLASS F, MEETING ASTM C618 REQUIREMENTS. WATER/CEMENT RATIO SHALL BE BASED ON TOTAL CEMENTITIOUS MATERIALS, INCLUDING FLY ASH AND OTHER POZZOLANIC MATERIALS. FLY ASH SHALL NOT BE USED IN CONCRETE EXPOSED TO VIEW.
- D. THE USE OF SUPER PLASTICIZERS AND WATER REDUCERS IS ALLOWED, BUT NOT REQUIRED. ALL ADMIXTURES SHALL BE CHLORIDE FREE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- E. ALL CONCRETE SHALL BE PROPORTIONED FOR A MAXIMUM ALLOWABLE UNIT SHRINKAGE OF 0.03% MEASURED AT 28 DAYS AFTER CURING IN LIME WATER AS DETERMINED BY ASTM C157 (USING AIR STORAGE)
- F. ALL CONCRETE SHALL HAVE A SLUMP OF 4" PLUS OR MINUS 1". SLUMP SHALL CONFORM TO ACI 301. SLUMP SHALL BE MEASURED AT THE DISCHARGE OF THE TRUCK. IF CONCRETE IF PUMPED, SLUMP SHALL BE MEASURED AT THE DISCHARGED END OF THE PUMP LINE. SLUMP SHALL BE +/- 1 INCHES OF THE SPECIFIED SLUMP.
- G. ALL CONCRETE SHALL BE NORMAL WEIGHT AND CONFORM TO THE REQUIREMENTS AS SPECIFIED IN THE TABLE BELOW UNLESS NOTED OTHERWISE ON THE DRAWINGS:

	28 DAYS COMP. STRENGTH (psi)	AGGREGATE SIZE	MAX. W/C RATIO
SLAB ON GRADE	3,000	3/4"	0.5

- H. CONCRETE MIX DESIGNS MUST BE SUBMITTED 15 DAYS PRIOR TO THE START OF THE WORK FOR ENGINEER'S AND OWNER'S TESTING LABORATORY APPROVAL PRIOR TO PLACEMENT OF CONCRETE IN THE PLANT OR FIELD. ANY ADJUSTMENTS IN APPROVED MIX DESIGNS INCLUDING CHANGES IN ADMIXTURES MUST BE SUBMITTED IN WRITING TO THE ENGINEER AND OWNER'S TESTING LABORATORY FOR APPROVAL PRIOR TO USE IN THE FIELD.
- I. CONCRETE DESIGNED TO BE PUMPED SHALL BE AS NOTED ON THE MIX DESIGNS AND SHALL HAVE MIX PROPORTIONS COMPATIBLE WITH THE PUMPING PROCESS.
- J. SAMPLING AND TESTING OF CONCRETE SHALL BE PERFORMANCED BY INDEPENDENT TESTING AGENCY UNDER CONTRACT WITH THE GENERAL CONTRACTOR. SAMPLES AND TESTS SHALL BE IN ACCORDANCE WITH ACI 301 ADDITIONAL SAMPLES MAY BE REQUIRED TO OBTAIN CONCRETE STRENGTHS AT ALTERNATE INTERVALS THAN SHOWN BELOW:
- K. PROVIDE 4 CONCRETE CYLINDERS. TEST 1 CYLINDERS AT 7 DAYS, TEST 2 CYLINDERS AT 28 DAYS, AND HOLD 1 CYLINDER IN RESERVE.
- L. NO CALCIUM CHLORIDE OR ADMIXTURE CONTAINING CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE WITHOUT STRUCTURAL ENGINEER PRIOR REVIEW AND APPROVAL.
- M. THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS. WHEN AIR TEMPERATURE IS BETWEEN 85 AND 90 DEG F, REDUCE MIXING AND DELIVERY TIME FROM 1-1/2 HOURS TO 75 MINUTES. WHEN AIR TEMPERATURE IS ABOVE 90 DEG F, REDUCE MIXING AND DELIVERY TIME TO 60 MINUTES. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL BE DISCARDED WITH NO EXCEPTIONS. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE.

XI. PAVING AND GRADING NOTES

- A. ALL EXISTING PAVERS, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE
- B. SUBGRADE MATERIAL SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180, METHOD "D" AND SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 120. THE TEST RESULTS SHALL BE ACCEPTED BY DSWM AND ENGINEER PRIOR TO PLACEMENT OF BASE MATERIAL.
- C. IF THE PLANS INDICATE A LIMEROCK BASE, THE CONSTRUCTION AND THE MATERIAL FOR THE LIMEROCK BASE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 230. THE LIMEROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180, METHOD "D". THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. CITY AND ENGINEER REQUIRE DENSITY TESTS AT 50' O.C. FOR TRENCH RESTORATIONS (MINIMUM ONE (1) TEST PER TRENCH). FOR THE REMAINING APPLICATIONS TESTING SHALL BE COMPLETED EVERY 10,000 SF OR AT MINIMUM TWO (2) TEST LOCATIONS, WHICH EVER IS GREATER, UNLESS NOTED DIFFERENTLY IN THE PLANS. THE TEST RESULTS SHALL BE ACCEPTED BY THE CITY AND ENGINEER.
- D. THE MATERIAL TO BE USED AS A STABILIZER SHALL BE SOIL OF HIGH BEARING VALUE SUCH AS, SAND-CLAY, GROUND LIMESTONE, CRUSHED LIMEROCK, OYSTER SHELL, COQUINA SHELL, ROCK SCREENINGS, OR ANY OTHER MATERIAL WHICH IS SUITABLE FOR STABILIZATION. MUCK SHALL NOT BE USED AS STABILIZING MATERIAL.
- E. MATERIAL HAVING A PLASTICITY INDEX AT MORE THAN 10 OR A LIQUID LIMIT GREATER THAN 40 SHALL NOT BE USED. ALL MATERIAL USED FOR STABILIZING THE ROADBED SHALL PASS A 3-1/2 INCH RING.
- F. WHERE THE BEARING VALUE OF THE EXISTING SUBGRADE IS ADEQUATE WITHOUT ADDITION OF STABILIZING MATERIAL, THE SUBGRADE SHALL BE SCARIFIED AND DICED, HARROWED, BLADED, OR TILLED FOR REMOVAL OF BOULDERS, ROOTS, ETC. TO ASSURE UNIFORMITY AND THOROUGH MIXING OF MATERIAL TO THE FULL WIDTH AND DEPTH OF REQUIRED STABILIZATION. THE COMPACTED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN ON THE PLANS.
- G. CONTRACTOR SHALL CUT AND REMOVE EXISTING PAVERS. NEW CONSTRUCTION SHALL MATCH EXISTING FINISH SURFACE MEET AND MATCH SHALL ALSO MEAN SAW CUT AND MATCH.
- H. PRIOR TO THE BEGINNING OF STABILIZING OPERATIONS, THE AREA TO BE STABILIZED SHALL HAVE BEEN CONSTRUCTED TO AN ELEVATION SUCH THAT UPON COMPLETION OF STABILIZING OPERATIONS, THE COMPLETED STABILIZED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN IN THE PLANS. PRIOR TO THE SPREADING OF ANY ADDITIVE STABILIZING MATERIAL THE SURFACE OF THE ROADBED AND/OR ENGINEERING CONTROL SHALL BE BROUGHT TO A PLACE APPROXIMATELY PARALLEL TO THE PLANE OF THE PROPOSED FINISHED SURFACE.
- I. THE STABILIZING MATERIAL SHALL BE APPLIED IN SUCH QUANTITY AS IS NECESSARY TO PRODUCE THE REQUIRED BEARING VALUE. IT SHALL BE INCORPORATED WITH THE SUBGRADE BY FLOWING, DICING, HARROWING, BLADING OR MIXING WITH ROTARY TILLERS UNTIL THE MIXED MATERIALS ARE OF A UNIFORM BEARING VALUE FOR THE FULL WIDTH

AND DEPTH OF THE COURSE BEFORE COMPACTION, REGARDLESS OF THE CHARACTER OR BEARING VALUE. ALL MATERIALS IN THE STABILIZING COURSE THAT WILL NOT PASS A 3-1/2" RING SHALL BE REMOVED OR BROKEN DOWN TO A SIZE NOT LARGER THAN 3-1/2 INCHES.

- J. THE LIMEROCK SHALL BE TRANSPORTED TO THE POINT WHERE IT IS TO BE USED OVER BASE PREVIOUSLY PLACED, IF PRACTICABLE, AND DUMPED ON THE END OF THE PROCEEDING SPREAD, HAULING OVER THE SUBGRADE AND DUMPING ON THE SUB GRADE WILL BE PERMITTED ONLY WHEN IN THE ENGINEERS' OPINION THESE OPERATIONS WILL NOT BE DETRIMENTAL TO THE BASE.
- K. THE LIMEROCK SHALL BE SPREAD UNIFORMLY, WITH EQUIPMENT ACCEPTABLE TO THE ENGINEER, ALL SEGREGATED OR OTHERWISE UNACCEPTABLE AREAS SHALL BE REMOVED AND REPLACED WITH PROPERLY GRADED ROCK, AFTER SPREADING IS COMPLETED, THE ENTIRE SURFACE SHALL BE SCARIFIED AND THEN SHAPED SO AS TO PRODUCE THE REQUIRED GRADE, THICKNESS AND CROSS-SECTION AFTER COMPACTION. LIFTS SHALL HAVE A MAXIMUM COMPACTED THICKNESS OF SIX INCHES.
- L. COMPACTION SHALL BE ACCOMPLISHED AT OPTIMUM MOISTURE. WHEN THE MATERIAL DOES NOT HAVE THE PROPER MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY, WETTING OR DRYING WILL BE REQUIRED. ADDED WATER SHALL BE UNIFORMLY MIXED TO THE FULL DEPTH OF THE COURSE WHICH IS BEING COMPACTED.

XII. PAVEMENT STRIPING AND SIGNAGE

- A. ALL PAVEMENT STRIPING SHALL BE THERMOPLASTIC AND IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS."
- B. ALL PAVEMENT STRIPING SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "ROADWAY AND TRAFFIC DESIGN STANDARDS," LATEST EDITION, AND TO THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION.
- C. ALL EXISTING MARKINGS IN CONFLICT WITH THE PROPOSED DESIGN SHALL BE REMOVED.
- D. TRAFFIC / PARKING LOT SIGNS:
1. MATERIALS: FOLLOW SECTION 700 OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION; AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"(MUTCD) BY THE U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
2. PLACEMENT: IN ACCORDANCE WITH PART 2 OF THE MUTCD.
- E. ALL TRAFFIC CONTROL SIGNAGE, EQUIPMENT AND MATERIALS TO BE APPROVED BY MIAMI-DADE PUBLIC WORKS DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION PRIOR TO INSTALLATION.

XIII. PROJECT CLOSEOUT

- A. CLEANING UP:
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE BROOM SWEEP CLEAN.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OF RECORD, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END, THE CONTRACTOR SHALL DO, AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, SIDEWALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
3. WHERE MATERIAL OR DEBRIS HAS WASHED, FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION, SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- C. ALL UNPAVED SURFACES DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE CONSTRUCTION.

SHEET TITLE		NOTES AND SPECIFICATIONS		CHK. BY	DESCRIPTION	DATE	REV	YUDEx HASBUN, P.E. CERTIFICATE NO. 54810	
PROJECT TITLE		MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION WEST LITTLE RIVER TRC		CB	RESPONSE TO COMMENTS	JULY 2022	1		
				AR	RESPONSE TO COMMENTS	APRIL 2023	2		
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PERMIT SET

DATE: MAY 2025

SCALE:

AS SHOWN

DRAWING NO.

C-1.1

SHEET

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of

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Yudex A. Hasbun, Professional Engineer, State of Florida, License No. 54810.
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LEGEND:

- PROPOSED LOCATION FOR EXISTING STORAGE CONTAINERS
- PROPOSED 10'x8'x8' STEEL HOUSING STRUCTURE
- PROPOSED 14'x10'x2' CONCRETE SLAB
- EXISTING PAVERS
- PROPOSED REMOVABLE STEEL BOLLARD
- PROPOSED PERMANENT STEEL TRAFFIC BOLLARD
- SEPTIC TANK DRAINFIELD AREA
- TOPOGRAPHIC ELEVATIONS
- PROPOSED ADA SIGN

NOTES:

- AERIAL MAP IS PROVIDED BY MICROSOFT BING 2025. EXISTING LINES AND FEATURES ARE APPROXIMATE.
- USED OIL CONTAINER WILL BE USED ONLY FOR STORAGE UNDER METROPOLITAN DADE COUNTY ENVIRONMENTAL QUALITY CONTROL BOARD ORDER 97-53 DATED 01/08/1998.
- VERIFY SITE LAYOUT WITH MIAMI DADE DSWM STAFF PRIOR TO INSTALLATION.
- DO NOT DISTURB OTHER AREAS, FACILITY TRAFFIC, AND/OR PUBLIC ACCESS TO FACILITIES DURING INSTALLATION.
- ELEVATION OF PROPOSED ASPHALT PAVEMENT SHOULD MATCH ELEVATION OF EXISTING ASPHALT PAVEMENT.
- PAVEMENT SHOULD HAVE A MINIMUM SLOPE OF 0.25" PER FOOT.
- ADA PARKING SPACE STRIPED ON TOP OF PAVERS.
- SHIPPING CONTAINER WILL BE USED TO STORE USED OIL CONTAINERS ONLY AND WILL NOT HAVE ANY OCCUPANTS, THEREFORE, DOES NOT REQUIRE ILLUMINATION AND EMERGENCY LIGHTING.
- THAT MINIMUM ELEVATION FOR FINISH FLOOR OF SHIPPING CONTAINER MUST BE 1FT ABOVE THE BASE FLOOD ELEVATION. THE FEMA FLOOD ZONE IS 10.0' BASED ON FEMA FLOOD ZONE MAP AH BY MIAMI-DADE COUNTY.
- THE ELEVATIONS PROVIDED WERE BASED ON SURVEY DATA PROVIDED BY THE CLIENT

PERMIT SET

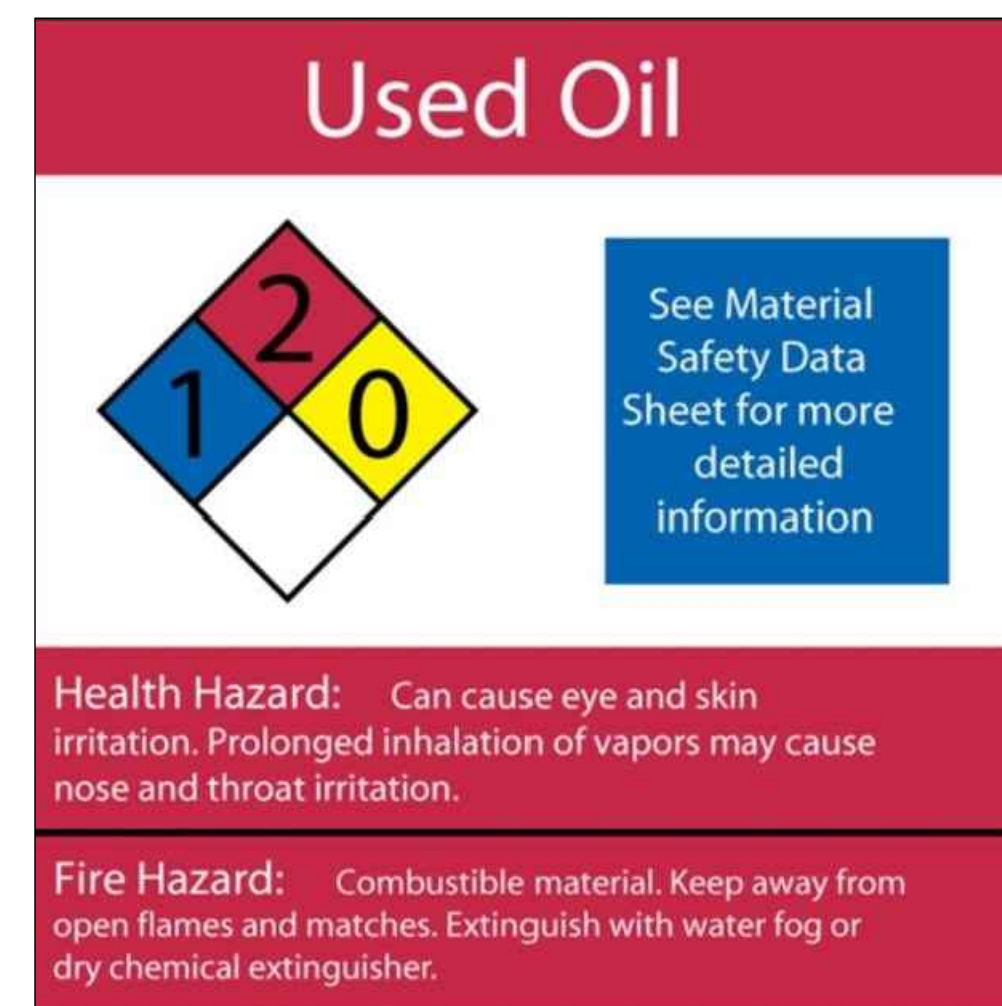
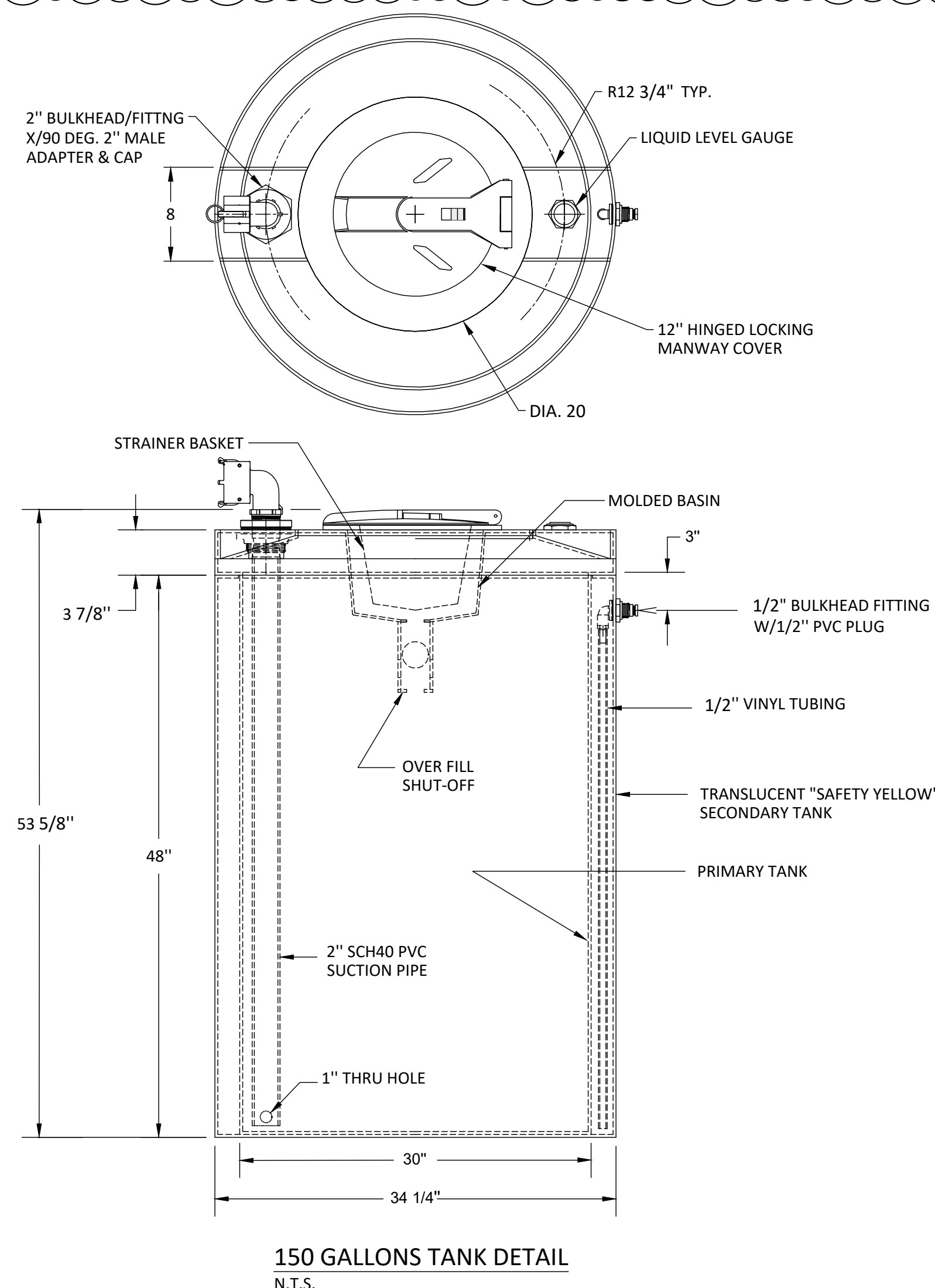
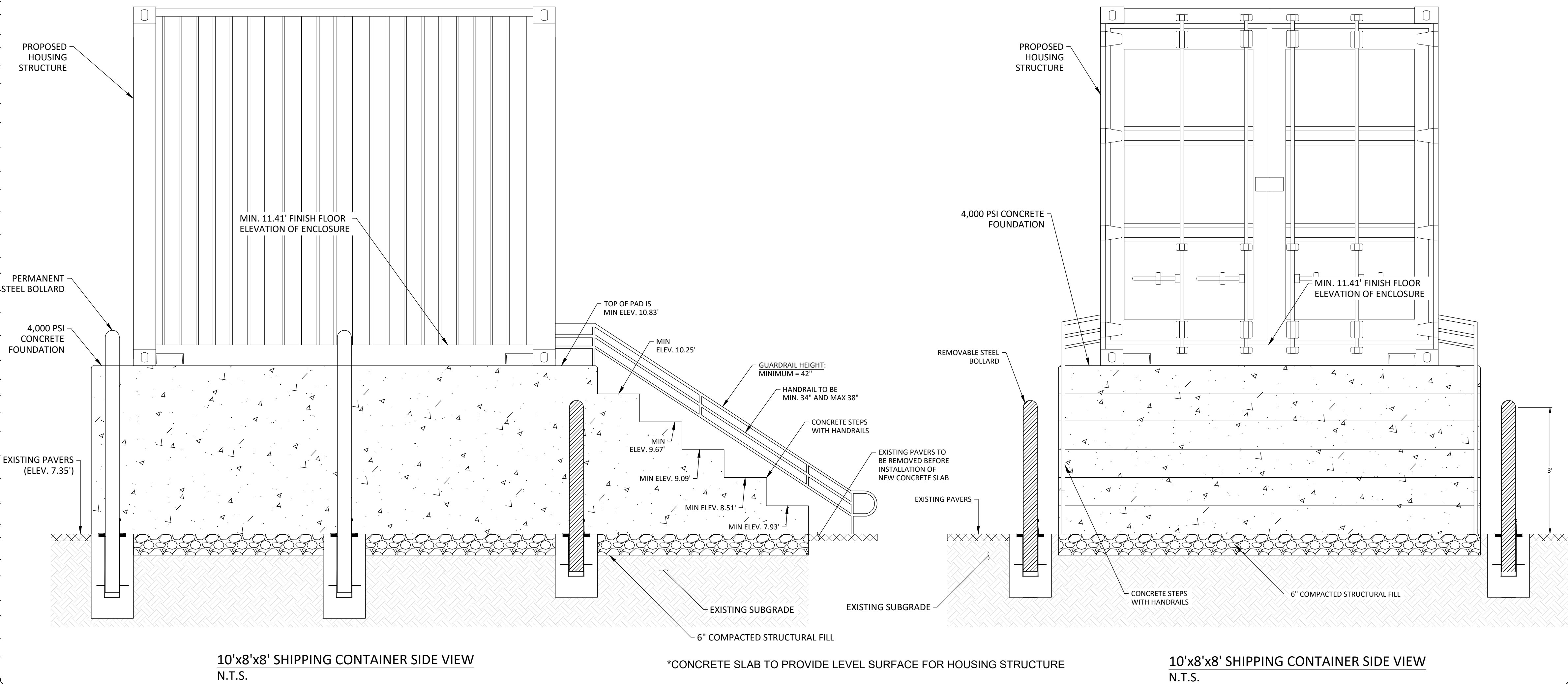
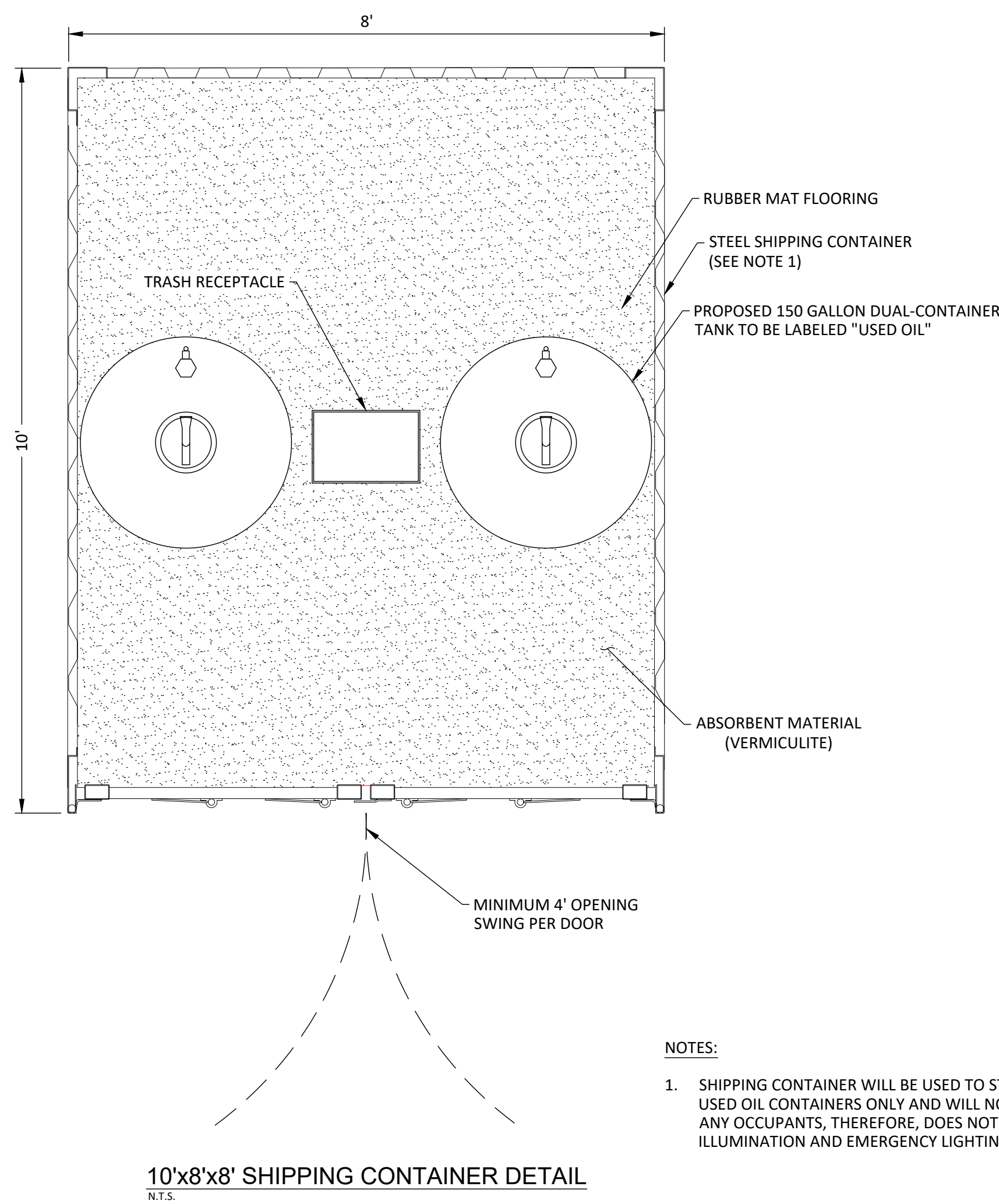
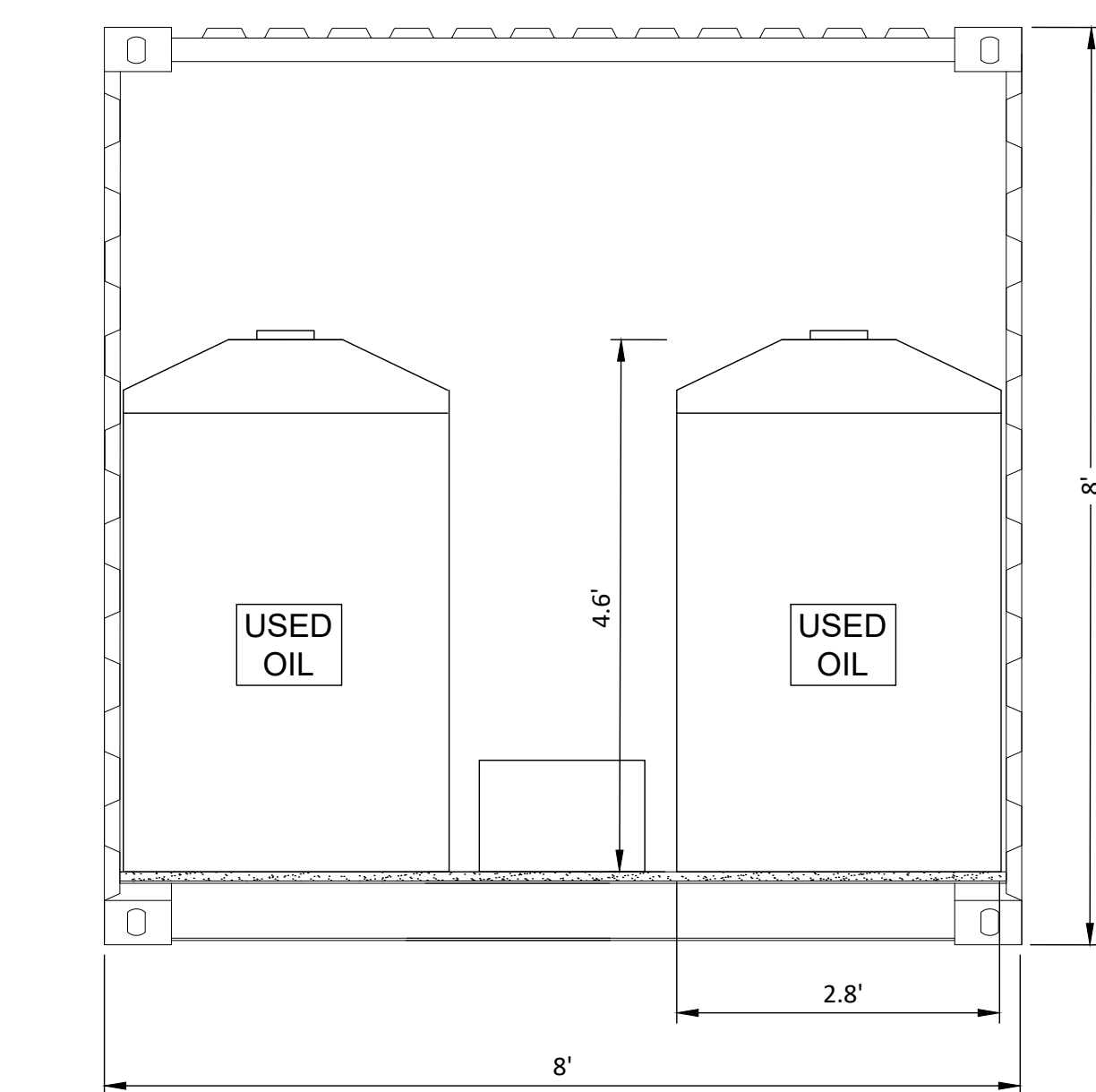
DATE: APRIL 2025

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SCS ENGINEERS										CLIENT										SHEET TITLE										CHK BY									
STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 18001 Old Cutler Road Suite 556 Palmetto Bay, FL 33157 PH. (305) 412-8185 FAX. (305) 412-8105 FLORIDA FIRM REGISTRATION - RY 4892										MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT										SITE LOCATION PLAN										REVISION									
CADD FILE: C-2.0 SITE LOCATION PLAN.DWG										DATE: APRIL 2025										PROJECT TITLE MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION WEST LITTLE RIVER TRC										DATE									
SCALE: AS SHOWN										DRAWING NO. C-2.0										REV										DESCRIPTION									
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- ## 704 USED OIL PLACARD

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Hasbun, PE, on 6/10/2025.
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SECTION 01 10 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 PROJECT DESCRIPTION

- A. The project work to be performed by the CONTRACTOR consists of furnishing all labor, materials, equipment, tools, transportation, services, incidentals, and performing all work necessary to complete the project, in place and ready for service in accordance with the plans and specifications prepared therefore and entitled Miami-Dade County Department of Solid Waste Management. The WORK generally consist of installation of used motor oil collection system at the trash recycling center (TRC). The work includes but is not limited to the following items:
1. Clear site as necessary.
 2. Construct temporary traffic barriers.
 3. Installation of 10' length, 12' wide, 3.5' depth of concrete slab foundation for housing structure. Installation of 10' length, 5' wide, varied depth for concrete steps.
 4. Installation of housing structure.
 5. Installation of used motor oil collection tanks.
 6. Installation of steel traffic bollards.
 7. Installation of one parking space.

1.02 WORK SEQUENCE

- A. All Work performed under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The CONTRACTOR shall coordinate his work with the COUNTY such that existing utility services are maintained to all users to the maximum extent possible.
- B. The CONTRACTOR shall, if necessary and feasible, construct the work in stages to accommodate the COUNTY's use of the premises during the construction period.
- C. The CONTRACTOR shall, where feasible, construct the WORK in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternate usage.

1.03 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for work, storage, and access to allow work by other contractors, owner occupancy, and normal TRC operations.
- B. Work Days: See Sheet C-1.0.
- C. Access: No later than 5 days after notice to proceed, the CONTRACTOR shall arrange with the COUNTY a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. CONTRACTOR's use of the premises shall be confined to the areas approved by the COUNTY.
- D. Smoking: Smoking is prohibited on the TRC.
- E. CONTRACTOR shall not dispose any refuse on site without approval of the COUNTY

1.04 COUNTY OCCUPANCY AND TRC OPERATIONS

The CONTRACTOR shall cooperate with the COUNTY during construction operations to minimize conflicts with COUNTY work and facilitate COUNTY usage. The CONTRACTOR shall perform the WORK so as not to interfere with the COUNTY's operations, maintenance, environmental monitoring, and other COUNTY activities at the site.

1.05 SITE CONDITIONS

- A. Existing Features: The Contract Documents require the CONTRACTOR to field verify the location of existing features, see Section 01 50 00, Site Conditions Surveys. Existing features include but may not be limited to the following: stormwater drainage structures and underground pipes, electrical panels, forcemain, utilities, roads, guardrails, drainage culverts, fences, and buildings.
- B. The CONTRACTOR shall enforce safety procedures to minimize hazards to workers, the public, and the environment.

1.06 CONSTRUCTION PHOTOGRAPHS

- A. Photographs shall be taken at pre-construction and post-construction.

1.07 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS

- A. The intent of the specifications is to outline or indicate the items of work, or both, which cannot be readily shown on the drawings and, further to indicate the types and qualities of materials. Drawings and specifications shall be considered as being complimentary and items or work mentioned or indicated in one and not in the other shall be included as if mentioned in both. Should drawings disagree in

themselves or with the specifications the better quality or greater quantity of work or materials shall be estimated upon, and shall be provided.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall receive and accept the compensation provided in the Contract as full payment for furnishing all labor, equipment, and materials and for performing all construction/operations necessary to complete the WORK as described in the Contract, and in full payment for all losses or damages incurred during the WORK, for any discrepancies between actual and estimated quantities, or from any unanticipated difficulties which may arise during the WORK until final acceptance by the COUNTY.
- B. Payment for the various items on the Contractor's Bid Form, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles and for all labor, operations, supervision, overhead, profit, and incidentals appurtenant to the items of work being described as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.
- C. No separate payment will be made for any item that is not specifically set forth on the Contractor's Bid Form and all costs therefore shall be included in the prices named on the Contractor's Bid Form for the various appurtenant items of work. Payment for complying with the safety requirements for construction on the work site shall be included in the contract unit price paid for the various items of work wherein it is required, and no separate payment will be made therefore.
- D. The total Bid Amount shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the WORK, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment and tools; including all costs and expenses for taxes, commissions, transportation charges and expenses, permit fees, patent fees, royalties, handling and tests; and performing all necessary labor and supervision to fully complete the WORK shall be included in the bid. All work not specifically set forth as a pay item on the CONTRACTOR's Bid Form shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included in the unit prices bid.
- E. All estimated quantities should be used as a basis of payment. All estimated quantities stipulated on the CONTRACTOR's Bid Form are approximate and are

to be used only (a) as a basis for estimating the probable cost of the WORK and (b) for the purpose of comparing the bids submitted for the WORK. The actual amounts of work done and materials under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished unless it exceeds the estimated quantities in which case a change order must be approved prior to payment for quantities exceeding the estimated quantity.

- F. The CONTRACTOR shall field verify all quantities and dimensions shown on the Drawings or contained in the Contract Specifications.
- G. The CONTRACTOR shall be responsible for establishing contracts with its subcontractors, which have a measurement and payment in accordance with this Section. If the CONTRACTOR establishes a contract with its subcontractors, which is in conflict with this Section, any additional cost incurred will be borne by the CONTRACTOR.
- H. Restoration is not a separate pay item but is considered to be an integral part of the work under the contract, and all contract bid prices include the cost of restoration necessitated by the work related to that bid item. Restoration includes existing structure and property, paving, stabilized roads, drainage piping and ditches, catch basins, head walls, yard culverts, driveways, lawns and ground areas, walkways, and irrigation systems, which are altered, removed or damaged during construction. Cleanup is an integral part of restoration.

1.02 COMPUTATION OF QUANTITIES

- A. Measurement of quantities expressed as area shall be based upon a horizontal, planimetric projection to the work limits as determined by survey record drawings prepared by a surveyor licensed in the State of Florida. Cost of surveying shall be paid by CONTRACTOR, and incorporated into Bid Items, as appropriate.
- B. Measurement of linear items will be for quantities actually field installed to the specified work limits, based upon surveyed stations recorded along the straight or curved centerline of each respective item. Measurement conducted by survey is to be conducted by the CONTRACTOR's approved Florida licensed land surveyor. Vertical components of a length: for example, a lateral vertical riser shall be included in the CONTRACTOR's unit cost for the horizontal length installed. Additional length of material for payment shall not be given for vertical components.
- C. Payment will be made to the limits as specified in the Contract Documents. If the constructed limits are less than the specified limit, payment will be made to the actual limits of construction as shown on the Record Drawings. Payment for quantities that exceed the specified contract limits will only be made with the approval of the COUNTY with acceptable supporting documentation from the CONTRACTOR.

- D. No partial payments shall be made for the installation of items which have not been tested and approved.
- E. Payment will be made monthly until completion of each unit price item based on quantity completed by CONTRACTOR, and verified by the COUNTY. Final payment will be based on quantity calculated from Record Drawings prepared by a Florida Licensed Land Surveyor and confirmed by field measurement by the COUNTY and ENGINEER.
- F. Payment for Lump Sum items will be made as described for each individual lump sum Bid Item, as described in Part 3 of this Section.

1.03 VARIATIONS IN ESTIMATED QUANTITIES

- A. The quantities given in the Contract Documents are approximate, and are given as a basis for the uniform comparison of bids. The COUNTY does not expressly, or by implication, agree that the actual amount of work will correspond therewith.
- B. The CONTRACTOR must provide, for Unit Price WORK, a proposed contract price determined on the basis of estimated quantities required for each item. The estimated quantities of items are not guaranteed and are solely for the purpose of comparing bids. Each such unit will be deemed to include an amount for overhead, profit and indirect costs for each separately defined item.

1.04 BID FORM

- A. The Bid Form for the items contained within this Section can be found in the contract documents.

PART 2 - PRODUCTS

2.01 DESCRIPTION

- A. Housing Structure – One (1) 10' x 8'x 8' Shipping Container
- B. Used Oil Tanks – Two (2) 150 Gallon Double Walled Used Oil Tanks

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. Item No. 001 – Mobilization/Demobilization (Lump Sum)
 - 1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 - 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. Item includes, but not limited to, performance of preparatory paperwork and

construction operations, movement of personnel and equipment to the project site, safety equipment and furnishing, and installing at the beginning of the project as well as removing and disposing at the conclusion of the project, required facilities to begin work on a substantial phase of the Contract.

The Contract Price for mobilization/demobilization shall be subject to the following provisions:

- a. Partial payments for mobilization/demobilization will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Submittal/completion of items listed in Section 01 50 05, Part 1.01A	25
10 percent total contract amount earned	40
25 percent total contract amount earned	60
50 percent total contract amount earned	80
100 percent total contract amount earned	100

The final payment for mobilization/demobilization will not be made until all temporary facilities, temporary erosion and sedimentation controls, equipment, and appurtenances have been removed from the site.

B. Item No. 002 – Project Survey and Record Drawings (Lump Sum)

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item shall be on a lump sum basis as described below. No price adjustments will be made for this item due to changes in the work. This item consist of all surveying and control required by the Contract Documents. Surveying shall be performed as described in the technical specifications. This WORK includes establishment of appropriate local site benchmarks, baseline surveys, location of utilities, stakeout of elevation and positional information required to complete the construction, progress payment surveys, and obtaining all survey information required to compile Record (As-Built) Drawings as required by the Contract Documents. As-built drawings must be signed and sealed

by a surveyor licensed in the State of Florida.

The Contract Price for Project Survey shall be subject to the following provisions:

- a. Partial payments for surveying will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Final Survey - Record Drawings and As-Built signed and sealed survey as required	100

The following defines complete documents for the surveys notated above:

Final Survey - Record Drawings and As-Built: The final survey will include all features of the project installed as part of the construction project and all existing features within the limits of construction.

- C. Item No. 003 – Remove existing pavers for concrete pad (shipping container pad & steps)
 1. Measurement. Installation of subgrade material will be measured on a square yard basis.
 2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- CI. Item No. 004 – Disposal of Paves
 1. Measurement. Disposal will be measured on a tonnage basis.
 2. Payment. Payment for this item will be at the contract unit price per ton. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- CII. Item No. 005 & 006 – Excavation (Shipping Container Pad Area only) (Depth 1ft) & Footing Excavation for Steps (Depth 1 ft)
 1. Measurement. Excavation will be measured on a square yard basis. Depth of excavation will be 1 foot for both excavations.

2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- F. Item No. 007 – 6” Compacted Structural Fill
1. Measurement. Installation of compacted structural fill will be measured on a square yard basis.
 2. Payment. Payment for this item will be at the contract unit price per square yard, including placement and compaction test results. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- E. Item No. 008 – Backfill with AASHTO #57 Aggregate
1. Measurement. Installation of backfill material will be measured on a square yard basis.
 2. Payment. Payment for this item will be at the contract unit price per square yard, including placement. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- F. Item No. 009 – Reinforced Concrete Pad (Shipping Container Pad)
1. Measurement. Measurement for this item shall be on a completed and installed square yard basis.
 2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- G. Item No. 010 – Concrete Steps with handrails
1. Measurement. Measurement for this item shall be on a completed and installed cubic yard basis.
 2. Payment. Payment for this item will be at the contract unit price per cubic yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

- H. Item No. 011 – Testing for Soil field-moisture, lab proctor density test, field compaction test
1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.
- I. Item No. 012 – Concrete Sampling & Testing
1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.
- J. Item No. 013 – Parking Stripping
1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.
- K. Item No. 014 – Concrete Wheel Stoppers
1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- L. Item No. 015 – Handicapped sign
1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 1. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

M. Item No. 016 – Free-Standing Sign

2. Measurement. Measurement for this item shall be on a completed and installed unit basis.
1. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

N. Item No. 017 & 018 – Removable bollards & Permanent bollards

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

O. Item No. 019 – Shipping container (10'x8'x8')

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

P. Item No. 020 – Collection Tanks (150 gallons)

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Q. Item No. 021 – Installation of Shipping Container & Used Oil Tanks (using forklift) including labor

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and

work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

R. Item No. 022 – Twisted Anchor Locks – Dovetail

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

S. Item No. 023 – Hexapave-Grid Grass

1. Measurement. Measurement for this item shall be on a completed and installed square feet basis.
2. Payment. Payment for this item will be at the contract unit price per square feet. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

T. Item No. 024 – Absorbent Material (vermiculite) – 40 cubic feet of material

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

U. Item No. 025 – Temporary traffic diversion and control signage and measures

1. Measurement. Measurement for this item shall be on a completed lump sum basis.
2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Reimbursement expenses for permit fees will be processed once proof of payment has been provided by the contractor.

END OF SECTION

SECTION 01 20 10

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

This Section specifies administrative and procedural requirements for project meetings including but not limited to:

- A. Pre-construction Conference
- B. Progress Meetings
- C. Coordination Meetings

1.02 DESCRIPTION

- A. The COUNTY will schedule and administer a preconstruction conference, weekly construction progress meetings, and specially called meetings throughout the progress of work. The CONTRACTOR will be responsible for preparing the agenda, making arrangements, preparing the meeting summaries, and presiding at these meetings.
- B. Representatives of CONTRACTOR, Subcontractor(s), and Suppliers attending these meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.03 PRECONSTRUCTION CONFERENCE

After award of the contract, but prior to the notice to proceed, a joint meeting shall be held with representatives of the COUNTY, ENGINEER, CONTRACTOR, including the Project Superintendent, and other invited parties which may be affected by the project.

This meeting is intended to introduce the various key personnel from each organization and to discuss the Contract Documents, the start of construction, order of work, labor and legal requirements, names of the major subcontractors, method of payment, shop drawing submittal schedule, protection of existing facilities and other pertinent items associated with the Project. The CONTRACTOR shall bring five (5) copies of a construction schedule, schedule of values, and shop drawing submittal log to this meeting.

The suggested agenda for the preconstruction meeting is as follows:

- A. Introduction of key personnel and roles

- B. Overview of project
 - 1. Project summary
 - 2. Contract completion time
 - 3. Liquidated damages
 - 4. Guarantee of work
- C. Project schedule
- D. Critical work sequencing
- E. Labor requirements
- F. Relationship and coordination with:
 - 1. Other Contracts
 - 2. On-going Trash recycling center operations
- G. Use of premises
 - 1. Site access and traffic control
 - 2. Office, work and storage areas
 - 3. Temporary facilities/utilities
 - 4. Safety and first aid procedures
 - 5. Security procedures
 - 6. Posting of signs
 - 7. Clean-up procedures
 - 8. Other County requirements
- H. Procedures and processing of:
 - 1. Shop drawings
 - 2. Applications for payment
 - 3. Partial payments
 - 4. Change orders

- 5. Requests for information
- 6. Record documents
- I. Construction facilities controls
- J. Staking of work
- K. Equipment to be used
- L. Material/manufacturers/suppliers to be used
- M. Major equipment/material deliveries
- N. On-site material storage requirements
- O. Project inspections
- P. Record documentation

1.04 PROGRESS MEETINGS

During the course of the Contract, progress meetings will be organized weekly, or as needed, and conducted by the COUNTY and/or ENGINEER to discuss the progress of the Work. Depending on the project progress and schedule, the COUNTY reserves the right to request meetings every other week instead of weekly. The CONTRACTOR and Project Superintendent shall attend these meetings.

The suggested agenda for these meetings:

- A. Review summary of previous meeting
- B. Work progress
 - 1. Since last meeting
 - 2. Expected progress during next work period
- C. Field observations, problems, conflicts
- D. Construction schedule
 - 1. Problems which impede the construction schedule
 - 2. Revisions to schedule
 - 3. Critical/long-lead items
 - 4. Off-site fabrication and delivery schedules

- E. Coordination of work items with County activities
- F. Shop drawing submittals
 - 1. Status of reviews
 - 2. Submittal requirements
 - 3. Remaining submittals
- G. Record documents
 - 1. Well logs, pipe installation records
 - 2. Photographs
 - 3. Red-line mark-ups
 - 4. Survey Notes
- H. Maintenance of quality standards
- I. Pending changes and substitutions
 - 1. Effect on construction schedule and on completion date
 - 2. Effect on other Contracts of the project
- J. Other Business

1.05 COORDINATION MEETINGS

Coordination meetings will be organized as needed unless the specific subject warrants an immediate meeting and cannot wait to be discussed during the next scheduled progress meeting. The CONTRACTOR and Project Superintendent shall attend these meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 10

CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.01 PRE-CONSTRUCTION MEETING SUBMITTALS

- A. At the pre-construction meeting, the CONTRACTOR shall submit the following items to the COUNTY and ENGINEER for review:
 - 1. A preliminary schedule of Shop Drawings submittals and target dates for the project prior to start of construction.
 - 2. Schedule of values that will be used for payment applications.
 - 3. A list of any and all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
 - 4. Health and Safety Plan.

1.02 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, five (5) copies of each submittal. The term “submittal” as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER 15-day minimum prior planning work activity to allow review of same by the ENGINEER, and to accommodate the rate of construction progress required under the Contract. Should any submittal be a part of any schedule milestone and is considered to be unacceptable by the COUNTY, the appropriate milestone shall be considered as not having been met until a complete and properly detailed submittal is received.
- B. Attach to the front of each submittal a title sheet stating the pertinent product information submitted and reference the appropriate Specification Section and Paragraph. Apply stamp, signed or initialed, certifying that all quantities, dimensions, field construction criteria, materials, catalog numbers, and specified performance criteria has been reviewed in accordance with the requirements of the Work and the Contract Documents.

If this information is not provided with each submittal, the submittal shall be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

- C. All shop drawings or other submittals shall be accompanied by the COUNTY's standard submittal transmittal form, or other form mutually agreed upon at the pre-construction meeting. Any submittal not accompanied by the approved form or if all applicable items on the form are not completed, the submittal will be returned to the CONTRACTOR without action taken by the ENGINEER.
- D. Normally, a separate transmittal form shall be used for each specific unrelated item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that this helps speed the review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.
- E. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with comments noted thereon, within 15 calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The COUNTY reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submittal.
- F. If a submittal is returned to the CONTRACTOR marked "**NO EXCEPTIONS TAKEN**," formal revision and resubmission of said submittal will not be required.
- G. If a submittal is returned to the CONTRACTOR marked "**MAKE CORRECTIONS NOTED**," formal revision and resubmission of said submittal will not be required. However, CONTRACTOR shall address the comments/corrections in the final Work. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- H. If a submittal is returned to the CONTRACTOR marked "**AMEND - RESUBMIT**," the CONTRACTOR shall revise said submittal per ENGINEER's comments and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- I. If a submittal is returned to the CONTRACTOR marked "**REJECTED - RESUBMIT**," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- J. Fabrication of an item **shall not** commence before the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "**NO EXCEPTIONS TAKEN**" or "**MAKE CORRECTIONS NOTED**." Revisions indicated on submittals shall be considered as changes necessary to

meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

- K. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct. CONTRACTOR shall use the COUNTY-approved shop drawing stamp agreed upon at the pre-construction meeting. No consideration for review by the ENGINEER of any CONTRACTOR submittals will be made for any items which have not been so certified by the CONTRACTOR. **All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.**
- L. The ENGINEER's review of the CONTRACTOR submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the CONTRACTOR submittals. Any fabrication or other work performed in advance of the receipt of approved submittals shall be entirely at the CONTRACTOR's risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.
- M. Product Data
 - 1. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, reference it to Specification Section and Paragraph number. Show reference standards, performance characteristics, and capacities; dimensions; and required clearances.
 - 2. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
 - 3. Failure to follow the guidelines in paragraphs 1 and 2 above shall be grounds for rejection of CONTRACTOR submittals.
- N. CONTRACTOR shall notify ENGINEER in writing, at time of submittal, of proposed deviations from requirements of Contract Documents.

1.03 CONTRACTOR'S PROJECT SCHEDULES

- A. The schedule shall be comprehensive, covering both activities at the site of the Work and offsite activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic and shall be revised as necessary to meet this requirement. The CONTRACTOR shall promptly advise the COUNTY and ENGINEER of any occurrence that may impact the schedule. No revision to the schedule can be made without approval from the COUNTY and ENGINEER.

- B. The detailed schedule and each revision thereof shall be subject to approval by the COUNTY and ENGINEER for conformity with the requirements of the Contract Documents. The CONTRACTOR shall assist the COUNTY and/or ENGINEER in reviewing and evaluating each schedule furnished. Disapproved schedules returned to the CONTRACTOR shall be revised to correct the defects noted and shall be resubmitted to the COUNTY within five (5) calendar days after receipt.
- C. When required to perform and complete the changed Work in accordance with the revised schedule, the CONTRACTOR shall provide additional labor, materials, equipment, or other factors of production in excess of those in use before the changed Work was ordered.

1.04 RECORD DRAWINGS

- A. CONTRACTOR's Record Drawings shall be maintained in accordance with this Section, Section 01 70 30. The CONTRACTOR shall keep and maintain at the job site one set of draft redline Drawings.
 - 1. On these, the CONTRACTOR shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction.
 - 2. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated or which were not indicated on the Contract Drawings.
 - 3. Redline Drawings shall be supplemented by any detailed sketches or typewritten changes to the Specifications, as necessary or directed, to indicate fully the Work as actually constructed.
 - 4. These master Redline Drawings shall be the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by the addenda, change orders, and the like.
 - 5. Redline Drawings shall be maintained up-to-date during the progress of the Work and available for inspection by the COUNTY and ENGINEER.
- B. Redline Drawings shall be accessible to the ENGINEER and COUNTY at all times during the construction period and shall be delivered to the ENGINEER upon Substantial Completion of the Work.
- C. Requests for partial payments will not be approved if the Redline Drawings are not kept current and not until the completed Redline Drawings showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents have been inspected by the ENGINEER or COUNTY.

- D. Final payment will not be approved until the CONTRACTOR-prepared Record Drawings have been approved by the ENGINEER as described in the Special Conditions.
- E. Upon Substantial Completion of the Work and prior to final acceptance, the CONTRACTOR shall complete and deliver a preliminary set of Record Drawings and Pipe Route Survey Table to both the COUNTY and ENGINEER for review, conforming to the construction records of the CONTRACTOR.
 - 1. The CONTRACTOR shall take care in reviewing the preliminary Record Drawings and Survey Data for accuracy and completeness.
 - 2. If more than one review of the Record Drawings and Survey Data is required, the CONTRACTOR shall reimburse the COUNTY for the time-and-materials cost for the ENGINEER's subsequent reviews.
 - 3. The Record Drawings shall be generated using AutoCAD 2023 computer software or newer and consist of corrected plans showing the reported location of the Work.
 - 4. Upon the ENGINEER's acceptance of the Record Drawings, the CONTRACTOR shall provide five (5) complete sets of Record Drawings to the ENGINEER.
 - 5. The information submitted by the CONTRACTOR will be assumed to be reliable, and the ENGINEER will not be responsible for the accuracy of such information, nor for any errors or omissions, which may appear on the Record Drawings as a result.

1.05 PROGRESS REPORTS

- A. A progress report shall be furnished to the COUNTY with each application for progress payment. If the Work falls behind schedule, the CONTRACTOR shall submit additional progress reports at such intervals as requested.
- B. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to the COUNTY and ENGINEER, must be substantiated with satisfactory evidence.
- C. Each progress report shall include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of working days required to complete each.

1.06 SURVEY DATA

All field books, notes, as-built, photographs, sketches and other data developed by the CONTRACTOR in performing the surveys required by the Work shall be available to the ENGINEER and COUNTY for examination throughout the construction period. All such data shall be submitted to the COUNTY with documentation required for final acceptance of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 SITE INVESTIGATION AND CONTROL

- A. CONTRACTOR shall verify all dimensions in the field and check field conditions continuously during construction. CONTRACTOR shall be solely responsible for any inaccuracies built into the WORK due to CONTRACTOR's failure to comply with this requirement.
- B. CONTRACTOR shall inspect related and appurtenant WORK and report in writing to COUNTY and ENGINEER any conditions which will prevent proper completion of the WORK. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at CONTRACTOR's sole cost and expense.

1.02 INSPECTION OF THE WORK

- A. All work performed by the CONTRACTOR shall be inspected by the CONTRACTOR and designated COUNTY PROJECT MANAGER and nonconforming WORK shall be noted and promptly corrected. The CONTRACTOR and ENGINEER are responsible for the WORK conforming to the Contract Documents.
- B. The WORK shall be conducted under the general observation of the PROJECT MANAGER and is subject to inspection by representatives of the COUNTY acting on behalf of the COUNTY to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The PROJECT MANAGER or any inspector(s) shall be permitted access to all parts of the WORK, including plants where materials or equipment are manufactured or fabricated.
- C. The presence of the PROJECT MANAGER or any inspector(s), however, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the WORK in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the PROJECT MANAGER or any inspector(s). Inspection of WORK later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming WORK. The acceptance of nonconforming WORK shall be approved by the COUNTY when adequate compensation is offered, and it is in the COUNTY's best interest.

- D. All materials and articles furnished by the CONTRACTOR shall be subject to inspection, and no materials or articles shall be used in the WORK until they have been inspected and accepted by the PROJECT MANAGER or other designated representative. No WORK shall be backfilled, buried, hidden, or otherwise covered until it has been inspected. Any WORK so covered in the absence of inspection shall be subject to uncovering at the CONTRACTOR's expense. Where uninspected WORK cannot be uncovered, such as in concrete cast over reinforcing steel, all such WORK shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed.

1.03 TIME OF INSPECTION AND TESTS

- A. Any test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. CONTRACTOR shall furnish and prepare all required test specimens at CONTRACTOR's own expense. Whenever the CONTRACTOR is ready to backfill, bury, hide, or otherwise cover any WORK under this Contract, the PROJECT MANAGER shall be notified not less than 24 hours in advance to request an inspection before beginning any such WORK of covering. Failure of the CONTRACTOR to notify the PROJECT MANAGER at least 24 hours in advance of any such inspections shall be reasonable cause for the PROJECT MANAGER to order a sufficient delay in the CONTRACTOR's schedule to allow time for such inspection, any remedial, or corrective work required, and all costs of such delays, including its impact on other portions of the WORK, shall be borne by the CONTRACTOR.

1.04 TESTING

- A. When not otherwise specified, all testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered. However, the COUNTY reserves the right to use any generally-accepted system of inspection which, in the opinion of the ENGINEER, will ensure the COUNTY that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the WORK to meet any of the

qualitative requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK.

- D. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER shall have the right to independently select, test, and analyze, at the expense of the COUNTY (only with prior approval by the COUNTY), additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the CONTRACTOR to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the WORK is discovered, as a result of such independent testing or investigation by the ENGINEER, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such WORK shall be borne by the CONTRACTOR.

1.05 RIGHT OF REJECTION

- A. The PROJECT MANAGER or designated representative, acting for the COUNTY, shall have the right at all times and places to reject any articles or materials to be furnished hereunder which, in any respect fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the WORK at the site. If the PROJECT MANAGER or designated representative, through an oversight or otherwise, has accepted materials or WORK which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected.
- B. CONTRACTOR shall promptly remove or replace rejected articles or materials from the site of the WORK after notification of rejection.
- C. All costs of removal and replacement of rejected articles or materials, as specified herein, shall be borne by the CONTRACTOR.
- D. Failure to promptly remove and replace rejected work shall be considered a breach of this specification and the COUNTY may after 7 days notice, terminate the CONTRACTOR'S right to proceed with the affected work and remove and replace the WORK and issue a backcharge to cover the cost of the WORK.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00

SITE CONDITIONS SURVEYS

PART 1 - GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall perform, or obtain other professional subcontractors to complete surveys that meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code, to document elevations, grades, locations, maintain survey control during construction, and perform related field engineering as specified in the Contract Documents.
- B. The CONTRACTOR shall provide civil, structural or other professional engineering services specified or required to execute the CONTRACTOR'S construction methods.

1.02 SURVEY REFERENCE POINTS

- A. The CONTRACTOR shall locate reference points prior to starting WORK, and shall protect and preserve all permanent reference points during construction. The COUNTY shall provide control elevations and coordinates for the reference points to be used by CONTRACTOR.
 - 1. CONTRACTOR shall make no changes or relocate any reference point without prior written notice to the ENGINEER.
 - 2. CONTRACTOR shall report to the ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. CONTRACTOR, at no additional cost to the COUNTY, shall replace and resurvey reference points that have been lost or destroyed. The replaced reference point shall be surveyed by a registered, professional land surveyor. Replacement will be based on original survey control.
- B. Prior to any work, the CONTRACTOR shall immediately notify the ENGINEER and COUNTY of any discrepancies with the reference points from the coordinates and elevations provided.

1.03 RECORD DRAWINGS

- A. All survey record documents, submitted to the ENGINEER for progress review, do not require the signature of a Professional Land Surveyor; however, a final record drawing set shall be signed and sealed by a Professional Land Surveyor registered in the State of Florida.

- B. Submitted survey record documents shall include the following:
1. As stages of the WORK are completed, submit a site survey. The Record Drawing information shall be submitted on 24-inch by 36-inch sheets, as well as AutoCAD drawing files electronically.
 2. AutoCAD drawing file requirements: Contour lines shall be continuous, unbroken polylines with a width of zero and an elevation (z-coordinate) assigned according to the elevation of the contour line. All spot elevations shall have horizontal controls with vertical z-coordinates. Contours shall be at 1-foot intervals, with index contours at every fifth interval. Objects in the drawing shall be drawn to scale.
 3. All survey information submitted shall be on the State Coordinate System based on the monuments provided by the COUNTY.
 4. All submitted Record Drawings shall have the COUNTY-provided monuments shown on the drawings for the purposes of orientation, both horizontally and vertically.
 5. If multiple sheets are required, each sheet shall include match lines.

1.04 SUBMITTALS

- A. The CONTRACTOR shall submit the name and address of the surveyor to the ENGINEER at least one week prior to the pre-construction survey.
- B. The CONTRACTOR shall submit documentation signed by a Florida Licensed Land Surveyor, certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certifying variances from the Contract Documents.
- C. The CONTRACTOR shall provide and submit to the ENGINEER for approval, a signed and sealed drawing, representing the horizontal and vertical limits, as follows:
1. Preconstruction Survey: Prior to performing any earthwork, a preconstruction survey of the site must be provided to the ENGINEER for review. The preconstruction survey shall include:
 - a. Survey of existing conditions within the limits of construction.
 - b. Note all above ground structures, piping, and features including those features which may or will be impacted by the work, and shall include the areal extent of sod that must be removed in order to enable the work to proceed.

2. Final Survey - Record Drawings and As-Built: The final survey will include all features of the project installed as part of the construction project and all existing features within the limits of construction.
3. Substantial completion cannot be granted until a draft set of Record Drawing, in both hardcopy and AutoCAD format, are submitted to the COUNTY and ENGINEER for review.
4. Final completion cannot be granted until certified Record Drawings (hardcopy and AutoCAD) signed and sealed by a Florida licensed Professional ENGINEER or Land Surveyor are submitted to and approved by the COUNTY and ENGINEER.
5. Partial Surveys of Work: It is understood that the CONTRACTOR may elect to survey each section separately. Partial surveys must be submitted to the ENGINEER to determine that the section the CONTRACTOR is requesting to continue working in meets the design requirements. The CONTRACTOR may not continue work until the partial survey is approved. Partial surveys are not required to be signed and sealed at the time of submittal, however, the partial surveys used to compile the complete survey for each of the surveys listed above, must not deviate from the partial survey submitted and the complete survey must be certified for submittal.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SURVEYING

- A. The CONTRACTOR shall be responsible for the preservation of all benchmarks, stakes, and marks. If any benchmarks, stakes, or marks are disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any WORK until he has established such points, marks, lines and elevations as may be necessary for the prosecution of the WORK.

The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.

- B. All surveys shall meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code. Surveys shall include (but are not limited to) grading, structure locations and pavement elevations, pipe inverts, piping, and other permanent structures.
- C. The topographic information collected shall be taken on a 50 foot by 50 foot, at a minimum, to provide an accurate representation of the contour topography (i.e.,

spot elevations, grade breaks, ditches, mounds, etc. Refer to Section 31 20 00, Excavation, Trenching, Backfilling, and grading for additional pipe survey requirements.

3.02 RECORD KEEPING/AS-BUILTS

- A. The surveyor shall maintain a complete, accurate log of all control and survey WORK as it progresses. This log shall be available for periodic review by the ENGINEER.
- B. Grade elevations and locations will be required at certain phases (or stages) of construction. The CONTRACTOR'S Florida Licensed Land Surveyor will provide and maintain as-built notes and a finished as-built drawing at the completion of each phase as listed in Paragraph 1.04 of this Section. Each phase must be accepted by the ENGINEER in writing before the start of the next phase. Record Drawings reflecting elevations and location information shall be submitted to the ENGINEER.

3.03 TOLERANCES

- A. Documents and all surveys shall match the scale of contract drawings. General elevations and grade shall have a tolerance of 0.1 feet vertical and 0.5 feet horizontal with the following exceptions:
 - 1. A stated specific elevation shall be constructed to that exact elevation.
 - 2. If a minimum thickness of material is required then that thickness shall be met and not subject to a tolerance.

3.04 PARTIAL SURVEYS

- A. Should sequence of construction selected by the CONTRACTOR be such that the WORK is to be completed in phases (or stages) then, copies of the surveyor's official field notes for each phase (or stage) shall be submitted to the ENGINEER for approval. The field notes shall be signed and dated by the surveyor performing the survey. The field notes shall include the design elevation, the as-built information, and the differences in elevation. Upon completion of each layer (i.e. all surveys as outlined in Part 1.04), a complete record drawing, reflecting the submitted field note information and meeting the requirements outlined for Record Drawings in this Section, shall be submitted to the ENGINEER for approval.

3.05 ACCEPTANCE OF WORK

- A. As-built surveys and red lines shall be submitted by the CONTRACTOR with each monthly pay application to document work performed. AutoCAD files in the specified formats by this section shall be submitted for review with the pay applications.

- B. One (1) draft copy of the complete Record Drawings (high-resolution pdf) shall be submitted for review at substantial completion. Substantial completion will not be granted until submittal of the draft Record Drawings in both high-resolution pdf and AutoCAD electronic format.
- C. One (1) signed and sealed certified set of Record Drawings, including high-resolution pdf of signed and sealed set, and AutoCAD electronic files shall be submitted for final acceptance of the project. The submittal of Record Drawings shall be a requirement for granting final completion of the project. Liquidated damages may be imposed in accordance with the Contract Documents if the certified Record Drawings are not submitted for final completion.

END OF SECTION

SECTION 01 50 05

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, bonds, and insurance; transportation to the site of all equipment and construction facilities; and all other preparatory work and operations required for the proper performance, clean-up, and completion of the WORK. Mobilization shall include the following submittals:
 - 1. Established fire protection and safety program.
 - 2. Required permits.
 - 3. Finalized detailed construction schedule, approved by the COUNTY and ENGINEER.
 - 4. Finalized schedule of values of the WORK in the COUNTY's approved format.
 - 5. Finalized schedule of submittals, approved by the COUNTY and ENGINEER.
- B. Demobilization includes removing from the site any private or public properties which are accessed by the CONTRACTOR to perform the WORK, all resources, equipment, materials, temporary support facilities, utilities, and all remaining construction debris at the completion of the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 10

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. General. CONTRACTOR shall provide facilities and equipment that are adequate for the performance of the WORK under this Contract within the time specified. All facilities and equipment shall be kept in satisfactory operating condition, capable of safely and efficiently performing the required WORK, and subject to inspection and approval by COUNTY designated PROJECT MANAGER at any time for the duration of the Contract. All WORK hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. The COUNTY is not requiring the use of temporary facilities for this project. However, if the CONTRACTOR does utilize any temporary facilities, the requirements of this Section apply.
- C. If CONTRACTOR uses a designated area, agreed upon with the COUNTY to stage the CONTRACTOR field office trailer, the CONTRACTOR will be responsible for coordinating with the utility provider to bring service to the trailer area from existing utilities. CONTRACTOR required to pay for all electrical connection services at no cost to COUNTY.
- D. Separate Contracts. Whenever portions of the WORK hereunder are let under separate contracts, all of the provisions of this Section shall apply to each such prime contractor, including the requirements for separate field offices and communications facilities.

1.02 POWER AND LIGHTING

- A. Power. CONTRACTOR shall provide, at CONTRACTOR's own expense, all necessary power required for CONTRACTOR's operations under the Contract and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.
- B. Construction Lighting. All WORK conducted at night or under conditions of insufficient daylight shall be suitably lighted to ensure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- C. Approval of Electrical Connection. All temporary connections for electricity shall be subject to approval by PROJECT MANAGER and the power company representative and shall be removed in like manner at CONTRACTOR's expense prior to final acceptance of the WORK.

- D. Separation of Circuits. Unless otherwise permitted by PROJECT MANAGER, circuits separate from lighting circuits shall be used for all power purposes.
- E. Construction Wiring. All wiring for temporary electric light and power shall be properly installed and maintained and securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Standards for Construction and local code.

1.03 WATER SUPPLY

- A. General. CONTRACTOR may utilize existing, on-site sources of non-potable water, for construction purposes, following coordination with COUNTY.
- B. Liability. CONTRACTOR shall be solely liable for any claims arising from CONTRACTOR's use of COUNTY supplied water.
- C. Potable Water. Drinking water on the site during construction shall be furnished by CONTRACTOR and shall be potable water furnished in approved dispensers. Notices shall be posted conspicuously throughout the site warning CONTRACTOR's personnel of non-potable water sources.
- D. Water Connections. CONTRACTOR shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said system. For each such connection made, CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.
- E. Removal of Water Connections. Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition or better and to the satisfaction of the PROJECT MANAGER and the agency owning the affected utility.
- F. Fire Protection. Portable fire extinguishers, hose connections, hoses, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires that occur in any portion of the WORK, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards of Construction.

1.04 SANITATION

- A. Toilet Facilities. CONTRACTOR shall provide portable toilets at CONTRACTOR's expense.

- B. Sanitary and Other Organic Wastes. CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by CONTRACTOR or organic material wastes from any other source related to CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the PROJECT MANAGER and in accordance with all laws and regulations pertaining thereto.
- C. Waste Disposal. Disposal of all such wastes not covered in Part 1.04 B, above, shall be at CONTRACTOR's expense. CONTRACTOR shall open an account with the COUNTY for the disposal of wastes generated by the CONTRACTOR that are not associated with excavation activities.

1.05 COMMUNICATIONS

- A. Telephone Services. CONTRACTOR shall provide and maintain at all times during the progress of the WORK, at CONTRACTOR's own expense, not less than one phone number that can be reached by project personnel at any time.

1.06 SAFETY

- A. General. Jobsite safety is the CONTRACTOR's responsibility. Appropriate first aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the WORK. All persons within the construction area shall be required to wear protective helmets and green/yellow safety vests.
- B. Public Safety. During the performance of the WORK, CONTRACTOR shall erect and maintain temporary fences, bridges, railings, and barriers and take all other necessary precautions and place proper guards and warning signs for the prevention of accidents. CONTRACTOR shall erect and maintain suitable and sufficient lights and other signals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 30

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. CONTRACTOR shall protect all existing utilities and improvements not designated for removal and restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.
- B. CONTRACTOR shall determine the exact locations and depths of all utilities indicated on the Drawings which affect the WORK. In addition to those indicated, CONTRACTOR shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to CONTRACTOR's WORK. When such exploratory excavations show the utility location as indicated on the drawings to be in error, CONTRACTOR shall notify COUNTY designated PROJECT MANAGER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and depth of the utility.

1.02 RIGHTS-OF-WAY

- A. CONTRACTOR shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall CONTRACTOR enter upon the rights-of-way involved until notified by the PROJECT MANAGER that the COUNTY has secured authority therefore from the property owner. After authority has been obtained, CONTRACTOR shall give said owner due notice of CONTRACTOR intention to begin WORK, and shall give said owner convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure and for replacing same. When two (2) or more Contracts are being executed at one time on the same or adjacent land in such manner that WORK on one Contract may interfere with that on another, the COUNTY shall decide which CONTRACTOR shall have priority to perform and in what manner. When the territory of one Contract is the necessary or convenient means of access for the execution of another Contract, such privilege of access or any other reasonable privilege may be granted by the COUNTY to the CONTRACTOR so desiring, to the extent, amount, manner, and times permitted. No such decision regarding the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage,

except as provided for temporary suspension of the WORK in the General Conditions of the Contract.

1.03 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. CONTRACTOR shall protect all utilities and other improvements which may be impaired during construction operations. It shall be CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the drawings that will be encountered in his construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines for uninterrupted service and such special protection as may be directed by the PROJECT MANAGER.
- B. County's Right of Access. The right is reserved to the COUNTY and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- C. Known Utilities. Existing utility lines that are shown on the drawings or the locations of which are made known to the CONTRACTOR prior to excavation that are to be retained and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by CONTRACTOR at CONTRACTOR's expense.
- D. Unknown Utilities. If CONTRACTOR damages any existing utility lines that are not shown on the drawings or the locations of which are not made known to CONTRACTOR prior to excavation, or were, or could not have been verified or located by the CONTRACTOR prior to starting work in accordance with the General Conditions, a written report thereof shall be made immediately to the PROJECT MANAGER. The contractor shall be fully responsible for the repair and restoration of the affected utility at their own expense. All repairs must be completed in accordance with applicable codes and standards and coordinated with the relevant utility provider.
- E. Approval of Repairs. All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement before being concealed by backfill or other work.
- F. Relocation of Utilities. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, CONTRACTOR shall at CONTRACTOR's own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the PROJECT MANAGER and the OWNER of the facility. In all

cases of temporary removal or relocation, restoration to former location shall be accomplished by CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- G. Maintaining In Service. All oil and gasoline pipelines, power, telephone, or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the PROJECT MANAGER are made with the OWNER of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, wire, or cable. CONTRACTOR shall be responsible for and shall make good all damage due to CONTRACTOR's operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.04 SUBSURFACE OBSTRUCTIONS

- A. CONTRACTOR shall field determine, before pipeline trenching and associated excavations are begun, the depth and location of existing utilities. Utility locations indicated on the plans were obtained from the records available, but have not been field verified, nor have depths been measured or observed. CONTRACTOR shall submit descriptions, depths, and locations of subsurface obstructions to the PROJECT MANAGER for review.
- B. In excavation, backfilling, and laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits, or structures. If necessary, CONTRACTOR at his own expense shall sling, shore-up, and maintain such structures in operation.
- C. CONTRACTOR shall obtain the permission of and give sufficient notice to the proper authorities of CONTRACTOR's intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.
- D. In the event subsurface structures are broken or damaged in the execution of the WORK, CONTRACTOR shall immediately notify the proper authorities and, at the option of said authorities, either repair the damage at once at his own expense or pay the proper charges for repairing said damage. Repairs shall be made to the satisfaction of the PROJECT MANAGER. CONTRACTOR shall be responsible for any damage to persons or property caused by such breaks or due to his own neglect in reporting and/or repairing such damages.
- E. COUNTY or PROJECT MANAGER will not be liable for any claims made by the CONTRACTOR based on underground obstructions that could have been reasonably identified as being different than that indicated on the plans. CONTRACTOR shall uncover subsurface obstructions in advance of construction

so that the method of avoiding may be determined before the work reaches the obstruction.

1.05 CONFLICTS WITH OTHER UTILITIES

- A. CONTRACTOR shall coordinate and cooperate with the COUNTY to ensure that no damages to existing utilities occur.
- B. All temporary support or minor adjustment which does not require replacement or direct bypass connections to these existing services (such as all direct-buried telephone cables or two-inch and smaller lines) will be the responsibility of the CONTRACTOR.
- C. COUNTY will not be responsible for any delay or inconvenience to the CONTRACTOR resulting from the existence, removal, or adjustment of any public or private utility that could have been reasonably identified. Additional costs incurred as a result thereof shall be borne by the CONTRACTOR and considered as included in the Contract Price.

1.06 UTILITY INVESTIGATION

- A. Prior to commencing with trench or other excavations required for the performance of the WORK, CONTRACTOR shall conduct a field investigation for the purpose of determining existing locations of all underground utilities and facilities which are shown on the drawings. The investigation shall be made by hand or machine excavation. All such excavations shall include removal of surface material and obstructions required to perform the excavations. CONTRACTOR shall provide sheeting, shoring, and bracing, as required, to minimize the required size of the excavation and support adjacent ground, structures, roadways, and utilities. After the data is obtained at each excavation site, CONTRACTOR shall immediately backfill each excavation site. Backfill shall be compacted sand for the full depth. The surface shall be returned to its original grade and condition except that paved areas may be temporarily surfaced and maintained where excavations required for the performance of the WORK coincide with the location of the investigative location. CONTRACTOR shall be responsible for all costs associated with repair of roadways, paving, structures, underground and above ground utilities, and facilities damaged in conducting the investigations.
- B. Findings of the investigation shall be reported to the PROJECT MANAGER. The PROJECT MANAGER shall furnish two sets of full size redline drawings for CONTRACTOR's field use in recording the findings of the investigation and for CONTRACTOR's office use in transcribing the field investigation information onto same for submission to the PROJECT MANAGER. CONTRACTOR shall clearly designate all found utilities and facilities discovered whether or not shown on the Contract Drawings. CONTRACTOR shall provide written detailed

description of any underground utility or facility conflicting with the elevation or alignment of the WORK.

- C. CONTRACTOR shall describe size, material, and location of existing underground utilities and facilities. Locations and elevations shall be referenced to project stationing, distance from base line, and project benchmarks.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 50

SITE ACCESS AND TRAFFIC CONTROL

PART 1 – GENERAL

1.01 ROADWAY LIMITATIONS

- A. CONTRACTOR shall make an investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be CONTRACTOR's responsibility to construct and maintain at CONTRACTOR's own expense any haul roads required for its construction operations.

1.02 TEMPORARY PROVISIONS

- A. Street Use. Nothing herein shall be construed to entitle CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder. CONTRACTOR shall so conduct CONTRACTOR's operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas.

1.03 SITE ACCESS

- A. CONTRACTOR's access to the construction site, including all employees, subcontractors, and material deliveries, shall be through the existing main gate entrance.

1.04 CONTRACTOR'S WORK AND STORAGE AREA

- A. The COUNTY designated PROJECT MANAGER will arrange for CONTRACTOR to use a portion of site property as a storage and shop area for CONTRACTOR's construction operations during the term of the Contract, subject to approval by the COUNTY.
- B. The CONTRACTOR will be permitted to store equipment needed for the immediate work on hand adjacent to the work area as approved by the PROJECT MANAGER. Equipment not in use will be returned to the appropriate CONTRACTOR's staging area. All equipment booms shall be lowered at the close of each day's work or when stored.
- C. All equipment shall be parked in the staging area at the close of work each day and whenever it is not in use. Provide temporary parking areas to accommodate construction personnel.

- D. The CONTRACTOR (and his Subcontractors) shall provide all necessary temporary fencing and gates to protect materials and equipment from vandalism. The COUNTY will not be responsible for any vandalized equipment or material stored on the property.
- E. Any area occupied by the CONTRACTOR shall be maintained in a clean and orderly condition satisfactory to the PROJECT MANAGER in compliance with the General Conditions. Particular attention shall be given to the elimination of rubbish or debris in the areas and none shall be left exposed overnight or at other periods of time the work is shut down.
- F. At the completion of the Contract, all CONTRACTOR's and Subcontractor's facilities shall be removed promptly in a workmanlike manner and the area left clean and free of all debris or surplus material in compliance with the General Conditions.
- G. No employees' vehicles will be permitted at the work site, but shall be parked in the staging area or area designated by the COUNTY.
- H. CONTRACTOR shall make arrangements for any offsite storage or shop areas necessary for the proper execution of the WORK hereunder, and all costs therefore shall be borne by the CONTRACTOR.
- I. CONTRACTOR shall remove temporary equipment and facilities when no longer required and shall restore grounds to original or specified conditions.

1.05 BARRICADES AND TRAFFIC CONTROL

- A. The necessary precautions shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operations) as prescribed and set forth in the latest edition of the FDOT Standard Specifications, and the USDOT "Manual on Uniform Traffic Control Devices" (MUTCD). CONTRACTOR shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.
- B. CONTRACTOR shall consult with the PROJECT MANAGER immediately on any vehicular safety or efficiency problem incurred as a result of construction of the project. CONTRACTOR shall immediately install such traffic control barricades, markings, signs, signals, or other devices and measures as may be required to provide for vehicle or worker safety. However, nothing in this Section or the Contract Documents, including the failure of or refusal of the ENGINEER or the COUNTY to require such devices and measures, shall relieve the CONTRACTOR of his responsibility to provide a safe construction zone area at all times. ENGINEER has the right to direct additional traffic control measures to be implemented by CONTRACTOR for safety or efficiency.

- C. Contractor shall provide appropriate maintenance of traffic, including flagman, barricades, or other appropriate appurtenances for the purpose of maintenance of traffic when crossing intersections of construction hauling routes and landfill traffic. All maintenance of traffic plans shall be submitted to and approved by the ENGINEER as specified in Section 01 30 10.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 60

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 DUST ABATEMENT

CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective dust abatement measures wherever and as often as necessary and as directed by the COUNTY designated PROJECT MANAGER to prevent CONTRACTOR's operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living in or occupying buildings in the vicinity or as directed by PROJECT MANAGER. CONTRACTOR shall be responsible for any damage resulting from any dust originating from CONTRACTOR's operations. The dust abatement shall be continued until CONTRACTOR is relieved of further responsibility by the PROJECT MANAGER. No separate payment will be allowed for dust abatement measures and all costs therefore shall be included in the CONTRACTOR's Bid Price.

1.02 RUBBISH CONTROL

During the progress of the WORK, CONTRACTOR shall keep the site of the WORK and other areas used by the CONTRACTOR in a neat and clean condition and free from any accumulation of rubbish. CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the WORK site and establish regular intervals of collection and disposal of all such materials and waste. Equipment and material storage shall be confined to areas approved by the PROJECT MANAGER. Disposal of rubbish and surplus materials shall be at the CONTRACTOR's expense, according to Section 02 41 16, Refuse Handling, Storage, and Disposal, and in accordance with local codes and ordinances governing locations and methods of disposal, in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Standards for Construction.

1.03 TEMPORARY DRAINAGE PROVISIONS

CONTRACTOR shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the WORK. Drainage provisions shall be adequate to prevent damage and turbidity problems to the WORK, the site, and adjacent property. CONTRACTOR shall repair construction impacts to the existing drainage swales to a pre-construction condition at no additional cost to the COUNTY.

1.04 POLLUTION CONTROL

CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris, and other substances resulting from construction activities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00

ABBREVIATIONS AND DEFINITIONS

PART 1 – GENERAL

1.01 ABBREVIATIONS AND ACRONYMS

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

AAMA	American Architectural Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers

ASME	American Society of Mechanical Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
BF	Blind Flange
CBM	Certified Ballast Manufacturers Association
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Testing Laboratories, Inc.
FDOT	Florida Department of Transportation
FTSA	Florida Trench Safety Act
HDPE	High Density Polyethylene
HVAC	Heating, Ventilation, Air Conditioning
ICBO	International Conference of Building Officials
IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
IOS	International Organization for Standardization
ITE	Institute of Traffic Engineers
JEC	Joint Electrical Council

LFG	Landfill Gas
LLDPE	Linear Low Density Polyethylene
MBMA	Metal Building Manufacturers Association
MSW	Municipal Solid Waste
MPTA	Mechanical Power Transmission Association
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electric Code (Now NFPA)
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NPDES	National Pollutant Discharge Elimination System
NWMA	National Woodwork Manufacturers Association (Now NWWDA)
OSHA	United States Occupational Safety and Health Administration
PCA	Portland Cement Association
PVC	Polyvinyl Chloride
RCRA	Resource Conservation and Recovery Act
RFI	Request for Information
RIS	Redwood Inspection Service
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWANA	Solid Waste Association of North America
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories

USDOT	United States Department of Transportation
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

1.02 DEFINITIONS

- A. Wherever used in these Specifications, in the General Conditions, or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.
 2. Agreement - The written contract between COUNTY and the CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 3. Application for Payment - The form accepted by the ENGINEER which is to be used by the CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 6. Bidding Documents - The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
 7. Bidding Requirements - The advertisement or invitation to Bid, instructions to bidders, and the bid form.
 8. Bonds - Performance and Payment bonds and other instruments of security.
 9. Change Order - A document presented by the CONTRACTOR to the COUNTY, which is signed by the CONTRACTOR and COUNTY and

authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to proceed, the Bonds, these General Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives and Field Orders , Shop Drawing submittals approved pursuant to Section 01 30 10-1.02, and all reports and drawings referred to in Section 01 30 10.
11. Contract Price - The monies payable by COUNTY to the CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement in the case of Unit Price Work.
12. Contract Times - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by the ENGINEER's written recommendation of final payment.
13. CONTRACTOR - The person, firm or corporation with whom COUNTY has entered into the Agreement.
14. COUNTY - The public body or authority with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
15. Defective - Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by COUNTY at Substantial Completion.
16. Drawings - The drawings which show the scope, extent and character of the Work to be furnished and performed by the CONTRACTOR and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
17. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

18. ENGINEER - The person, firm or corporation named as such in the Agreement.
19. ENGINEER's Consultant - A person, form or corporation having a contract with the ENGINEER to furnish services as the ENGINEER's independent professional associate or consultant with respect to the Project.
20. Field Order - A written order issued by the PROJECT MANAGER or the ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements - Sections of Division 1 of the Specifications.
22. Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
23. Laws or Regulations - any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
24. Liens - Liens, charges, security interests or encumbrances upon real property or personal property.
25. Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
26. Minor changes/Variations in Work - Authorized minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in Contract Price or Contract Time and is compatible with the designed concept of the complete project.
27. Notice of Award - The written notice by COUNTY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, COUNTY will sign and deliver the Agreement.
28. Notice to Proceed - A written notice given by COUNTY to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract Times will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.
29. COUNTY - For the purpose of these specifications and documents related to this project the COUNTY shall be defined as the Miami-Dade Department of Solid Waste Management.

30. Partial Utilization - Use by COUNTY of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
31. PCBs - Polychlorinated biphenyls.
32. Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
33. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or part as indicated elsewhere in the Contract Documents.
34. PROJECT MANAGER - The authorized representative of the COUNTY overseeing the project.
35. Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative - The authorized representative of the ENGINEER and/or acting on behalf of the COUNTY.
37. Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.
39. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
40. Subcontractor - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
41. Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by the ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract

Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the ENGINEER's written recommendation of final payment in accordance with the COUNTY's General Terms and Conditions. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

- 42. Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.
- 43. Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 44. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 45. Unit Price Work - Work to be paid for on the basis of unit prices.
- 46. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract documents.
- 47. Work Change Directive - A written directive to the CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by COUNTY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties.
- 48. Written Amendment - A written amendment of the Contract Documents, signed by COUNTY/ENGINEER and the CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 20

CONTRACT CLOSEOUT

PART 1 – GENERAL (Not Used)

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 COMPLETION PROCEDURES

- A. When the CONTRACTOR believes Substantial Completion has been achieved, CONTRACTOR shall request, in writing, to the COUNTY designated PROJECT MANAGER and ENGINEER, that Substantial Completion be recognized as having been achieved and request that the COUNTY issue a Certificate of Substantial Completion. Prior to making such a request, the CONTRACTOR must:
1. Complete all work that in the opinion of the PROJECT MANAGER and ENGINEER is necessary for the safe, proper and complete use or operation of the facility as intended. At a minimum this will include completion of all work in the specifications necessary for the Project to function as designed.
 2. Prepare and receive acceptance of accurate redline set as required in the Contract Documents for all work completed to date.
 3. Submit and receive acceptance of accurate Record Drawings for all work completed to date.
 4. Submit and receive acceptance of all specified warranties, guaranties and operation and maintenance manuals.
 5. Complete all required vendor training, testing, and where required, start-up.
 6. Deliver all required spare parts.
- B. Upon receipt of the request from the CONTRACTOR, the PROJECT MANAGER and ENGINEER shall review the request and inspect the WORK relative to the above requirements to determine whether the CONTRACTOR has achieved Substantial Completion. If this inspection fails to support Substantial Completion, the PROJECT MANAGER or ENGINEER shall so notify the CONTRACTOR in writing citing the reasons for rejection.

If the PROJECT MANAGER and ENGINEER determine the CONTRACTOR has reached Substantial Completion, the following procedures will be followed:

1. The ENGINEER and PROJECT MANAGER will review CONTRACTOR's punch list to ensure all remaining deficiencies are noted on a final punch list.
 2. The ENGINEER and PROJECT MANAGER will schedule and conduct a pre-final walk-through of the facility (this will follow inspection addressed under Part 3.01 B.) with representatives of the COUNTY, the CONTRACTOR and others, for the purpose of formally reviewing the WORK, the final punch list, and the readiness of the Project for use. A copy of the final punch list will be provided to all participants and any additional items noted during the walk-through will be added to the list.
 3. Upon completion of the pre-final walk-through, provided the walk-through has verified that the Project is ready for use and occupancy by the COUNTY for its intended purpose, the PROJECT MANAGER shall issue to the CONTRACTOR a Certificate of Substantial Completion.
- C. Final Completion will be deemed to have occurred when all WORK is completed including the following:
1. All final punch list items have been corrected, signed off by the CONTRACTOR, the PROJECT MANAGER and the ENGINEER and demonstrated during a final walk-through.
 2. All updates to the record log and any drawings have been made.
 3. Demobilization and site clean up are complete.
 4. The requirements specified under the General Conditions have been met.
 5. All facilities and/or equipment have been properly demonstrated to be functioning as required.
 6. The PROJECT MANAGER has issued a Certificate of Final Completion.

3.02 CLOSE-OUT PROCEDURE

- A. The PROJECT MANAGER, ENGINEER, and CONTRACTOR shall meet and resolve all outstanding issues including, but not limited to:
1. Claims and adjustments for time or costs.
 2. Outstanding, unused allowances.
 3. Procedures for handling warranty issues.
- B. A Final Change Order shall be processed if required. Final payment and close out procedures shall comply with all other requirements of the Contract Documents.

END OF SECTION

SECTION 01 70 30

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall maintain at the site one hard copy record set of:
1. Drawings
 2. Project Manual
 3. Addenda
 4. Change orders and other modifications to Contract
 5. Project Manager field orders, written instructions or clarifications
 6. Approved submittals
 7. Field test records
 8. Survey notes and calculations
 9. Construction photographs
 10. Associated permits
 11. Certificates of inspection and approvals

1.02 SUBMITTALS

- A. Upon Substantial Completion the CONTRACTOR shall:
- Deliver two identical, complete review sets of Record Documents within 14 calendar days after Substantial Completion to the ENGINEER. Each set of Record Documents shall consist of: one set of 24 x 36-inch redline drawings and one copy of record documentation and vendor and material supply information. The ENGINEER shall comment and return one set to the CONTRACTOR. The final Record Drawings shall be generated using computer software as specified in Part 3.03 F of this Section.
- B. Accompany the submittals with a transmittal letter containing the following:
1. Date
 2. County project title and number
 3. CONTRACTOR's name and address
 4. Title of record document
 5. Signature of CONTRACTOR or authorized representative
- C. At COUNTY's acceptance:
- Upon receipt of the ENGINEER's comments, CONTRACTOR shall deliver within 14 days to the ENGINEER two (2) complete sets of Record Drawings incorporating the ENGINEER's comments. Record Drawings submitted by the

CONTRACTOR shall be sealed by a Professional Land Surveyor registered in the State of Florida. If the second submittal of the Record Documents is deemed incomplete or does not address all of the ENGINEER's comments, the submittal shall be returned to the CONTRACTOR. The CONTRACTOR shall reimburse the COUNTY for the ENGINEER's expense for the additional reviews.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

- A. CONTRACTOR shall have documents and samples available at all times CONTRACTOR is on site, apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. Maintain documents in clean, dry, legible condition and in good order. Record Documents shall not be used for construction purposes.
- C. Make documents and samples available at all times for inspection by ENGINEER or COUNTY.
- D. Failure to properly maintain Record Documents as stated herein may be reason to delay a portion of progress payments until the requirements of this Section are satisfied.

3.02 RECORD DOCUMENTS

- A. Label each document "RECORD DOCUMENTS" in large printed letters.
- B. Maintain a redline set of Drawings and specifications legibly annotated to show all changes made during construction.
 - 1. Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules.
 - 2. Make changes on each sheet affected by changes.
- C. Record information concurrently with construction progress.
- D. Record Drawings shall include the following:
 - 1. Title Sheet (includes COUNTY project name and number, site location map, site address and phone number, and names, addresses and phone

numbers of design engineer and CONTRACTOR).

2. Lateral Layout (as-built and drawn using surveyed horizontal and vertical coordinates) shown with most recent site topography. Site plan layout shall include existing and new features, and callouts of all surveyed points. The header layout site plan shall be at a scale providing appropriate clarity to the drawing as approved by the ENGINEER.
3. As-Built Typical Details.

E. Project Documentation Manual:

1. Each copy of the Project Manual shall be bound, consist of clean legible copies or originals, and at the minimum consist of the following information:
 - a. Cover Sheet
 - b. Table of Contents
 - c. List of Addenda
 - d. Project Contact List - includes the names, phone numbers and address of the following:

Project Manager
Site Representative
Pipe Contractor
Surveyor
Record Documenter
 - e. Project Vendor List including list of materials provided by each vendor, and address, phone, fax number of each vendor.
 - f. Project Record Drawing Summary
 - g. Contractor's Daily Work Logs
 - h. Construction Meeting Notes/Status Reports
2. Project Document appendices shall include:
 - a. Photographs

F. General File Requirements:

1. Drawings shall be generated using AutoCAD Release 2023 or later software. The Record Drawings shall be drawn to include the following:
 - a. 3-dimensional, 1:1 format.
 - b. Existing survey reference points.
 - c. Breaklines that define all surface features.
 - d. Contours and spot elevations must be at correct elevation.
2. Electronic copies of the Contract Documents drawings will only be available to the CONTRACTOR in AutoCAD Release 2023 or later format. Neither the COUNTY nor ENGINEER shall be responsible for conversion of files to other file formats.
3. Use CD-ROM for submittal of electronic files. Two complete CDs of the Record Document electronic files shall be supplied along with each set of Record Documents.
4. Label each disk with COUNTY project name and number, CONTRACTOR's name, address and phone number, date of submittal, and file reference names.

END OF SECTION

SECTION 01 80 00

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 GENERAL

- A. No smoking will be allowed on the work areas within the TRC property.
- B. Actions that potentially endanger workers shall be stopped immediately and brought to the PROJECT MANAGER's attention. Health and Safety for the CONTRACTOR's and subcontractor's forces is the responsibility of the CONTRACTOR.

1.02 SITE-SPECIFIC HEALTH AND SAFETY PLAN

- A. The CONTRACTOR shall prepare a written site-specific Health and Safety Plan (Plan) for use by the CONTRACTOR and Subcontractor site workers. This plan must be prepared to meet the 29 CFR 1910.120 OSHA regulations and shall include as a minimum, the following:
 - 1. Organizational Structure; to include general supervision, Health and Safety officer, lines of authority, and responsibility and communication. The Health and Safety Officer shall be a worker who will be present at all times during site construction, in addition to his/her other site duties.
 - 2. Comprehensive Work Plan; to include the work tasks and objectives, resources needed, and training requirements for workers (health and safety, machine operations license, etc.). This shall also include a section on safety procedures to be followed for excavation.
 - 3. Asbestos Work Plan; to include approach for workers to excavation and in environments possibly containing asbestos material. Plan shall include the WORK tasks and objective and resources needed.
 - 4. Health and Safety; to include identification of possible site hazards, training levels for each category of site workers, personal protective equipment and medical surveillance needed, site control measures, and confined space entry procedures.
 - 5. Emergency Response Plans; to include all emergency telephone numbers, a highlighted map showing the quickest route to the nearest emergency care facility, and directions to such facility.
 - 6. Respiratory Protection Program; to include written documentation of the CONTRACTOR's respiratory program.

7. A signature page for all site workers covered by the Plan (CONTRACTOR and Subcontractor site workers).

1.03 SUBMITTALS

CONTRACTOR shall submit two (2) copies of the site-specific Health and Safety Plan to the ENGINEER at the pre-construction meeting. The ENGINEER will review the plan for information purposes only.

1.04 SITE OPERATIONS

- A. The Plan shall be kept on site in a known and easily accessible location during all site operating hours. All site workers shall be notified of the location of the Plan.
- B. A Safety Meeting shall be held by the CONTRACTOR and attended by all CONTRACTOR site workers prior to starting construction. At this safety meeting, the Plan will be reviewed with the site workers, and all site workers will sign the Plan indicating that they have been apprised of the Plan's contents. New site workers must review the Plan with the CONTRACTOR's Health and Safety Officer prior to beginning work on site, and must sign that they have been apprised of the Plan's contents.
- C. Site operations will take place in conditions of adequate light only.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 90 00

REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

- A. Applicable Publications. Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.
- B. Assignment of Specialists. In certain instances, specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged for the performance of the WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as “expert” for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all WORK specified herein shall conform to or exceed the requirements of all applicable codes, and the applicable requirements of such documents are not in conflict with the requirements of these specifications nor the applicable codes.
- B. References herein to “Building Code” or SSBC shall mean the Southern Standard Building Code of the Southern Building Code Congress (SBCC). The latest edition of the Code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the COUNTY designated PROJECT

MANAGER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

- D. Applicable Standard Specifications. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.
- E. References herein to “local code” shall mean the Building Code and related regulations of the COUNTY, including all current supplements, addenda, and revisions of said Code are hereby incorporated in and made a part of these Contract Documents to the extent of the applicable references thereto.
- F. References herein to “OSHA Regulations for Construction” shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, including all changes and amendments thereto.
- G. References herein to “OSHA Standards” shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations, including all changes and amendments thereto.

1.03 Resiliency Policy

- A. Must Comply with the Department of Solid Waste Management Resiliency Policy for sorbents
- B. Green Criteria for sorbents:
 - 1. Material Composition
 - a. Made from recycled, biodegradable, or plant-based materials
 - b. Avoid petroleum-based plastics or synthetic fibers
 - 2. Environmental Impact
 - a. Non-toxic and safe for human and environmental health
 - b. Manufactured using low-impact, chlorine-free, or energy-efficient processes
 - 3. Performance Standards
 - a. Effective in spill containment and cleanup without introducing secondary pollutants.
 - b. Reusable or compostable when possible
 - 4. Packaging and Transport
 - a. Minimal, recyclable, or biodegradable packaging
 - b. Preference for local suppliers to reduce transportation emissions
 - 5. Compliance

- a. Meets EPA guidelines and Miami-Dade County's Green Purchasing Guide standards.
- b. Vendors may be required to submit environmental certifications or product data sheets.
- c. Refer to tables below for sorbent material content levels.

In accordance with the County's Green Procurement Preferences, the solicited sorbents shall meet the EPA Comprehensive Procurement Guidelines recommended recovered materials content levels for sorbents, as hereby specified:

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Sorbents	Paper	90-100	100
	Textiles	95-100	95-100
	Plastics	--	25-100
	Wood ¹	--	100
	Other Organics/Multi-Materials ²	--	100

In accordance with the County's Green Procurement Preferences, the solicited signage shall meet the EPA Comprehensive Procurement Guidelines recommended recovered materials content levels for signage, as hereby specified:

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Signage	Plastic ¹	80-100	80-100
	Aluminum	25	25
	Plastic sign posts/supports ¹	80-100	80-100
	Steel sign posts/supports ²	16 67	25-30 100

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 31 20 00

EXCAVATING, TRENCHING, BACKFILLING, AND GRADING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: CONTRACTOR shall provide all labor, materials, and incidentals to excavate designated areas, install facilities and features, haul (on-site) and install bedding and backfill material, compact backfill, and regrade disturbed areas as shown on the Drawings, and described in this Section.
- B. No classification of type of excavated materials will be made. Excavation includes all soil and refuse materials regardless of type, character, composition, moisture, or condition thereof.
- C. Any damage to existing features shall be repaired as directed by the ENGINEER, at the CONTRACTOR's expense.

1.02 PROJECT CONDITIONS

- A. Existing project conditions are shown on the Drawings or otherwise described herein.
- B. Site information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the CONTRACTOR. The CONTRACTOR shall explore ahead of the required excavation to determine the exact location of all structures, utilities, etc.
- C. Structures shall be supported and protected from damage by the CONTRACTOR. If structures are broken or damaged, CONTRACTOR shall restore structures, utilities, etc. to their original condition at no additional cost to the COUNTY. Repair of damaged features or structures shall be approved by the ENGINEER and COUNTY.

1.03 SITE ACCESS

WORK shall be performed so as to not block or hinder site access, except as authorized by the COUNTY designated PROJECT MANAGER.

1.04 SAFETY

- A. All WORK shall be performed in strict accordance with the Health and Safety requirements set forth in the General Conditions of the Contract Documents.

- B. All WORK shall be performed in strict accordance with all local, State, U.S. Occupational Safety and Health Administration (OSHA) and other applicable Federal regulations regarding trenching operations and trench safety.
- C. Excavation may be made without sheeting and bracing within the limitations and requirements of the governmental agencies having jurisdiction. Failure of the ENGINEER to order the use of bracing or sheeting and shoring or direct changes to systems in place, shall not in any way or to any extent relieve the CONTRACTOR of any responsibility concerning the condition of excavations or of his obligations under the Contract. The CONTRACTOR shall be responsible for the condition of all excavations. All slides and caves shall be removed without extra compensation, at whatever time and under whatever circumstances that they may occur.
- D. All excavation shall comply with the applicable requirements as stated in the following:
 - 1. OSHA excavation safety standards 29 CFR, 1926-650, subpart P.
- E. The CONTRACTOR shall include for any excavation, temporary controls for stormwater runoff and erosion control in full conformance with all existing facility permits and/or applicable regulations. Facility's current permits will be supplied at pre-construction meeting.

1.05 SUBMITTALS

- A. Health and Safety Plan.
- B. Results of sieve analysis and calcium carbonate test for No. 4 stone.
- C. The CONTRACTOR shall notify the ENGINEER in writing of the material source for each of the soils specified within Part 2 of this Section at least 14 calendar days prior to the date of anticipated use of such material. Notification shall include:
 - 1. Supplier's name.
 - 2. Borrow location.
 - 3. Documentation confirming adequate quantities are available to complete the WORK.
 - 4. Soil field-moisture, laboratory proctor-density tests, and field compaction test results as required within Part 2 of this Section.

5. Certification that the soil is not petroleum-contaminated or contaminated with other chemicals or compounds that may be deemed hazardous or harmful to human health or the environment.

PART 2 - PRODUCTS

2.01 CLEAN SOIL BACKFILL MATERIALS

- A. Soil material may be reused for clean soil backfill provided it is free of sticks, roots, organic matter, MSW, and stones larger than 1-inch in any dimension. Remove any material that cannot be made to compact readily and replace with suitable material. If new material must be imported for use as clean soil backfill it must meet the criteria of this Specification and the testing requirements below.
- B. Material shall be well-graded (SW), poorly graded (SP) or clayey sands (SC) as classified by the Unified Soil Classification System (USCS), or other soil as approved by the ENGINEER.
- C. General Fill shall be used in the following areas of work and as shown on the Drawings:
 1. Above the final cover system to ground surface in all trenches, unless specified otherwise on the Drawings.
 2. Any location on Drawings that calls for “general fill” or “clean soil backfill” if excavated material is waste or is otherwise not suitable for reuse.
- D. Clean soil backfill will be provided by CONTRACTOR and stored in a designated location by COUNTY. Clean soil will need to be approved by ENGINEER before use.

2.02 SUBGRADE SOIL MATERIALS

- A. Subgrade soils are natural, in-place materials. Soils shall be well-drained and reasonably free of sticks, roots, debris, organic matter, and MSW. CONTRACTOR shall remove material that cannot be made to compact readily and replace with ENGINEER-approved soil.
- B. Soils which yield or exhibit pumping due to excessive moisture shall be excavated and replaced with general fill or materials as approved by the ENGINEER.

2.03 TOPSOIL

- A. Material shall be fertile, natural soil, typical of the locality, free from MSW, stones (exceeding 2-inch in any dimension), roots or sticks (exceeding 1-inch diameter), clay, and weeds, and obtained from naturally well drained areas. It

shall not be excessively acid or alkaline nor contain material harmful to plant growth. The material shall comply with the requirements of FDOT's Standard Specifications for Road and Bridge Construction (2017), Section 987, prepared soil layer materials.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours and datum locations.
- B. Locate, identify and protect utilities from damage.
- C. Protect benchmarks, survey control points, monitoring wells, existing structures and fences from excavating equipment and vehicular traffic.

3.02 PRE-CONSTRUCTION LAYOUT

- A. Survey notes with proposed pipe slope calculations shall be submitted to the ENGINEER for approval prior to pipe installation. Notes of pre-construction survey shall identify conflicts between the proposed WORK and existing features.

3.03 EXCAVATION

- A. Excavate to lines, grades and dimensions necessary to complete the WORK.

3.04 BACKFILLING

- A. Backfill materials shall be as described in Part 2 of this Section.
- B. CONTRACTOR shall notify the ENGINEER prior to beginning backfilling.
- C. The bedding shall be poured into place, and shall be raked by excavator bucket and then compacted, using a mechanical compaction device.
- D. Place soil backfill in maximum 6 inch lifts. CONTRACTOR shall compact soil backfill in 6-inch lifts with mechanical compaction such as an excavator bucket. Compaction shall be to a density where subsequent passes with the mechanical compaction device will not reduce the surface elevation of the bedding material by more than three-quarters of an inch.

3.05 GRADING DISTURBED AREAS

CONTRACTOR shall regrade and return to their original condition, as determined by the PROJECT MANAGER and ENGINEER, all areas disturbed by CONTRACTOR's work.

3.10 TESTING REQUIREMENTS DURING PLACEMENT

- A. The CONTRACTOR shall place backfill and fill materials to achieve an equal or “higher” degree of compaction than undisturbed materials adjacent to the work; however, in no case shall the degree of compaction fall below minimum compaction specified in this Section.
- B. Where laboratory or field testing is specified herein to verify that the constructed, in-place WORK meets the specifications and quality control requirements herein, the CONTRACTOR shall employ and bear the expense for an independent testing laboratory to conduct such tests. The CONTRACTOR shall pay for the costs of all retests required due to the initial testing not passing the requirements herein. Laboratory shall be on the approved vendors list of the COUNTY.

Where laboratory testing is specified to verify that any individual material of construction or product meets certain quality control requirements (i.e. size, gradation, mix formula, hardness, shape, inherent strength, etc.), the CONTRACTOR shall employ and bear all expenses for an independent testing laboratory to sample the material or product and to conduct such tests and retests if necessary or required by the COUNTY.

END OF SECTION

SECTION 44 50 00

SOLID WASTE CONTROL AND REUSE

PART 1 - GENERAL

1.01 DESCRIPTION

Scope: This specification covers the design, materials, installation, and performance requirements for equipment and systems used in the collection, transfer, and temporary storage of used oil at solid waste transfer stations.

Applicable Standards:

- CSI MasterFormat Division 44 50 00
- EPA 40 CFR Part 279 – Standards for the Management of Used Oil
- Florida Department of Environmental Protection (FDEP) regulations
- Miami-Dade County Public Works Manual

1.02 PROJECT CONDITIONS

- A. Containment Systems: Must comply with EPA and Florida DEP regulations for spill prevention and secondary containment.

1.03 EQUIPMENT AND MATERIALS

- A. Used Oil Storage Tanks:
 - 1. Double-walled containment tank
 - 2. UL – listed for flammable liquids
 - 3. Equipped with overfill protection and level gauge

1.04 INSTALLATION REQUIREMENTS

- A. Site Preparation:
 - 1. Clear and grade the installation area to ensure level foundation.
 - 2. Ensure proper drainage away from containers to prevent pooling.
 - 3. Comply with flooring material stated in permit drawings to contain any spillage.
 - 4. Access for vacuum trucks and emergency response
- B. Safety Measures:

1. Provide signage indicating 'Used Oil Only' and emergency contact information.
2. Conduct initial inspection for leaks, structural integrity, and proper labeling.
3. Verify functionality of overfill protection and leak detection systems.

END OF SECTION

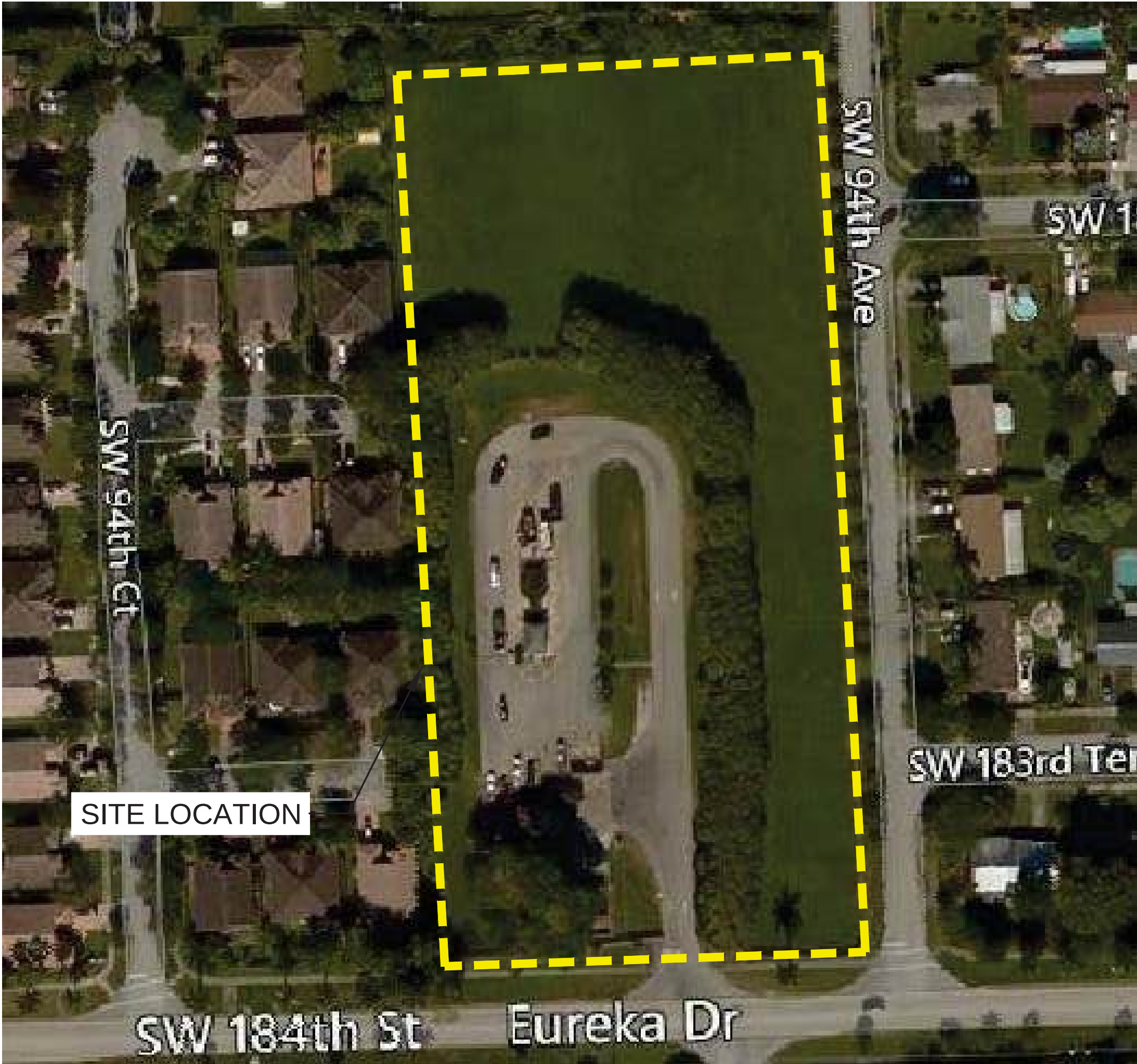
MIAMI DADE COUNTY USED MOTOR OIL
COLLECTION SYSTEM EXPANSION
EDP-SW18M010

EUREKA DRIVE TRASH AND RECYCLING CENTER
9401 SW 184TH STREET
MIAMI, FLORIDA
AUGUST 2020

PREPARED FOR:
MIAMI DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
2525 NW 62ND STREET
MIAMI, FLORIDA 33147



COMMISSION:
CARLOS A. GIMENEZ - MAYOR
AUDREY M. EDMONSON - CHAIRWOMAN
REBECA SOSA - VICE CHAIRWOMAN
BARBARA J. JORDAN - COMMISSIONER
JEAN MONESTIME - COMMISSIONER
SALLY A. HEYMAN - COMMISSIONER
EILEEN HIGGINS - COMMISSIONER
XAVIER L. SUAREZ - COMMISSIONER
DANIELLA LEVINE CAVA - COMMISSIONER
DENNIS C. MOSS - COMMISSIONER
JAVIER D. SOUTO - COMMISSIONER
JOE A. MARTINEZ - COMMISSIONER
JOSE DIAZ - COMMISSIONER
ESTEBAN L. BOVO - COMMISSIONER



S:33 T:55S R:40E
LOCATION MAP
NTS

SCS ENGINEERS
STEARNS, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.
9500 S. DADELAND BLVD., SUITE 610
MIAMI, FL 33156
PH. (305) 412-8185 FAX. (305) 412-8105
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 00004892
WWW.SCSENGINEERS.COM
SCS PROJECT NO. 09219062.00

INDEX OF DRAWINGS	
DRAWING TITLE	
	COVER SHEET
C-1.0	NOTES AND SPECIFICATIONS
C-1.1	NOTES AND SPECIFICATIONS
C-2.0	SITE LOCATION PLAN
C-3.0	STRUCTURE DETAILS
C-4.0	INSTALLATION DETAILS
C-4.1	INSTALLATION DETAILS

David
Beben
Digitally signed by David Beben
DN: c=US, st=CA, o=Long Beach,
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ou=Business Unit 09, cn=David
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using a SHA-1 authentication code. Printed copies of this document are not considered signed and
sealed and the SHA-1 authentication code must be verified on any electronic copies.

PERMIT SET
DATE: AUGUST 2020

This item has been electronically signed and sealed by David M. Beben, PE on August 14 2020, using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

I. GENERAL DESCRIPTION OF WORK

- A. THE WORK GENERALLY CONSISTS OF INSTALLATION OF USED MOTOR OIL COLLECTION SYSTEM AT THE TRASH RECYCLING CENTER:
1. CLEAR SITE AS NECESSARY.
 2. CONSTRUCT TEMPORARY TRAFFIC BARRIERS.
 3. INSTALLATION OF 10' LENGTH, 12" WIDE, 0.5' DEPTH OF CONCRETE SLAB FOUNDATION FOR HOUSING STRUCTURE.
 4. INSTALLATION OF HOUSING STRUCTURE.
 5. INSTALLATION OF USED MOTOR OIL COLLECTION TANKS.
 6. INSTALLATION OF STEEL TRAFFIC BOLLARDS.
 7. INSTALLATION OF TWO PARKING SPACES.
- B. REFER TO THE FULL SET OF CONSTRUCTION PLANS FOR CONSTRUCTION DETAILS AND SPECIFICATIONS.
- C. THE OWNER OF THE PROJECT IS MIAMI DADE COUNTY-DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM).

II. APPLICABLE CODES

- A. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES APPLICABLE TO THE WORK, INCLUDING, BUT NOT LIMITED TO BUILDING AND CONSTRUCTION CODES, ENVIRONMENTAL CODES, AND HEALTH AND SAFETY CODES.
- B. CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF MIAMI-DADE COUNTY, CITY OF MIAMI, AND FLORIDA DEPARTMENT OF TRANSPORTATION.
- C. CONSTRUCTION SHALL BE ACCOMPLISHED IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

III. SEQUENCE OF ACTIVITIES.

1. INSTALL TEMPORARY TRAFFIC BARRIER AND APPROPRIATE WARNING SIGNS TO PROVIDE PUBLIC PROTECTION.
2. INSTALL CONCRETE SLAB.
3. INSTALL HOUSING STRUCTURES.
4. INSTALL USED OIL COLLECTION TANKS.
5. INSTALL TRAFFIC STEEL BOLLARDS.
6. SURFACING AND STRIPPING ASPHALT PARKING LOT.
7. RESTORE DISTURBED AREAS TO PRE-CONSTRUCTION CONDITIONS.

IV. GENERAL NOTES

- A. THE CONTRACTOR SHALL COMPLETE THE WORK, IN PLACE, READY FOR CONTINUOUS SERVICE, AND SHALL INCLUDE REPAIRS, TESTING, PERMITS, CLEANUP, REPLACEMENTS, AND RESTORATION AS A RESULT OF DAMAGES CAUSED DURING CONSTRUCTION.
- B. THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF EROSION AND DUST OF ANY LAYDOWN AREAS. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING DOWNSTREAM CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND CLEARING ANY DAMAGE AND SEDIMENT RESULTING FROM CONSTRUCTION.
- C. THE CONTRACTOR WILL COORDINATE WITH DSWM STAFF ON THE LOCATIONS OF THE PROPOSED USED OIL CONTAINERS, EQUIPMENT STAGING AREAS, ROAD CROSSINGS, AND OTHER AREAS REQUIRED TO PERFORM THE WORK. ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, GRADES, SEEDED, SODDED, AND/OR MULCHED AS REQUIRED.
- D. KEEP DIRT, DUST, NOISE AND OTHER OBJECTIONABLE NUISANCES TO A MINIMUM.
- E. THE CONTRACTOR SHALL NOT IMPEDE FACILITY TRAFFIC OR DISRUPT THE UTILITY SERVICES (I.E. ELECTRICAL, COMMUNICATIONS, SEPTIC). MIAMI-DADE COUNTY AND FACILITY CUSTOMERS WILL CONTINUE TO USE THE FACILITY THROUGHOUT CONSTRUCTION. THEREFORE, ROADWAYS MUST BE KEPT OPEN. THE CONTRACTOR SHALL FURNISH FLAGMEN FOR CUSTOMER TRAFFIC AS NECESSARY. DSWM AND PUBLIC HAVE RIGHT OF WAY.
- F. PERFORM ALL WORK IN A SAFE MANNER. FOLLOW ALL SAFETY RULES AND GUIDELINES OF OSHA. THE CONTRACTOR IS RESPONSIBLE FOR ANY INJURIES OCCURRED WITHIN THE PROJECT WORK AREA LIMITS OF HIS EMPLOYEES, OTHER EMPLOYEES, INTRUDERS, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. INCLUDE ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS IN THE CONTRACTOR'S BID FORM.
- G. IF IT IS NECESSARY IN THE COURSE OF MANAGING THE SITE FOR THE CONTRACTOR TO MOVE ITS EQUIPMENT AND/OR MATERIAL, THE CONTRACTOR SHALL DO SO PROMPTLY AND PLACE THAT EQUIPMENT IN AN AREA THAT DOES NOT INTERFERE WITH USE OF THE SITE BY THE GENERAL PUBLIC.
- H. THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO PROTECT EXISTING UTILITIES, ROADWAYS, MONITORING WELLS, SURVEY BENCHMARKS, ROADWAY SURFACING, AND OTHER SITE FEATURES. DAMAGE TO THESE FEATURES CAUSED BY THE CONTRACTOR SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE.
- I. MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.
- J. PROVIDE PROPER WARNING SIGNS, BARRICADES, TEMPORARY FENCING, AND OTHER APPROPRIATE SAFETY DEVICES DURING EXECUTION OF THE WORK TO PROVIDE PUBLIC PROTECTION AND SAFETY.

- K. VERIFY AND PROTECT EXISTING TREES AND NATURAL VEGETATION THAT ARE TO REMAIN UNDISTURBED. CLEAR AND GRUB AREAS INDICATED FOR CONSTRUCTION AND REMOVE ALL ROOTS AND MISCELLANEOUS VEGETATION UNLESS THE INTEGRITY OF THE SITE WILL BE HINDERED.
- L. MATERIALS TESTING IS THE CONTRACTOR'S RESPONSIBILITY. PROCTOR DENSITY TESTS AND MATERIALS TESTING AS REQUIRED BY THE CONTRACT ARE TO BE PROVIDED BY AN INDEPENDENT MATERIALS TESTING LABORATORY AS APPROVED BY DSWM AND/OR ENGINEER. REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER FROM THE APPROVED TESTING LABORATORY WILL BE SUBMITTED TO THE ENGINEER AND DSWM INDICATING OBSERVATIONS AND RESULTS OF TESTS AND INDICATING COMPLIANCE OR NONCOMPLIANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER AND CITY 48 HOURS PRIOR TO THE EXPECTED TIME FOR OPERATIONS REQUIRING INSPECTION AND LABORATORY TESTING SERVICES. THE CONTRACTOR SHALL FURNISH SAMPLES OF MATERIALS, DESIGN MIX, EQUIPMENT, TOOLS, ETC AS REQUESTED. RETESTING REQUIRED BECAUSE OF NON-CONFORMANCE TO SPECIFIED REQUIREMENTS SHALL BE PERFORMED BY THE SAME INDEPENDENT FIRM ON INSTRUCTIONS FROM THE ENGINEER.THE COST OF SAMPLING AND TESTING, INCLUDING ANY NECESSARY RETESTING, CANCELED TESTS AND/OR THE CONTRACTOR NOT BEING READY FOR THE REQUIRED TEST, SHALL BE INCLUDED IN THE CONTRACT PRICE PROVIDED BY THE CONTRACTOR.

- M. A PRE-CONSTRUCTION MEETING WILL BE HELD AT COUNTY OFFICES AND SCHEDULED PRIOR TO THE NOTICE TO PROCEED. THE CONTRACTOR SUPERINTENDENT SHALL ATTEND AT A MINIMUM.
- N. THE CONTRACTOR MAY WORK FROM 7 AM TO 5 PM MONDAYS THROUGH FRIDAYS. THE CONTRACTOR SHALL NOT WORK ON HOLIDAYS OR FACILITY NON-OPERATING DAYS.
- O. OBSERVATION VISITS TO SITE BY FIELD REPRESENTATIVES OF ENGINEER OF RECORD DO NOT INCLUDE INSPECTIONS OF CONSTRUCTION MEANS AND METHODS. OBSERVATIONS PERFORMED BY ENGINEER OF RECORD DURING CONSTRUCTION ARE NOT CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE PERFORMED BY OTHERS. OBSERVATIONS PERFORMED BY ENGINEER OF RECORD ARE PERFORMED SOLELY FOR THE PURPOSE OF DETERMINING IF CONTRACTOR UNDERSTANDS DESIGN INTENT CONVEYED IN DESIGN DOCUMENTS. OBSERVATIONS DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND ARE NOT TO BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
- P. THE BID PRICE SHALL BE BASED ON THE PRODUCTS SPECIFIED IN THE BID DOCUMENTS. THE BIDDER SHALL NOT INCLUDE "OR-EQUAL" ITEMS IN THEIR BID COSTS. THE CONTRACTOR MAY SUBMIT SUBSTITUTION REQUESTS AFTER THE NOTICE TO PROCEED AND SHALL PROVIDE COST ADJUSTMENTS WITH ANY SUBSTITUTION REQUEST.
- Q. UNLESS OTHERWISE STATED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SUBMIT THE FOLLOWING TO THE ENGINEER AND COUNTY SEVEN DAYS FOLLOWING THE CONTRACTOR'S NOTICE TO PROCEED:
7. PROJECT SCHEDULE FOR CONTAINER DELIVERY AND INSTALLATION
 8. SCHEDULE OF VALUES FOR THE PAY APPLICATION
 9. PHOTOGRAPH OF THE PROJECT AND LAYDOWN AREAS
- R. PAYMENT TO THE CONTRACTOR SHALL BE BASED ON THE UNIT COSTS ESTABLISHED ON THE BID FORM AND ACCORDING TO MIAMI-DADE COUNTY STANDARDS. PAYMENTS SHALL BE MADE PER INSTALLED CONTAINER AND CONSTITUTE FULL COMPENSATION FOR ALL LABOR, EQUIPMENT, MATERIAL AND WORK NECESSARY TO COMPLETE INSTALLATION IN ACCORDANCE WITH THE PLANS FOR EACH CONTAINER. NO PARTIAL PAYMENT SHALL BE MADE ON EACH CONTAINER.

V. SHOP DRAWINGS

- A. MINIMUM OF FOURTEEN DAYS PRIOR TO THEIR CONSTRUCTION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR THE FOLLOWING: USED OIL CONTAINERS, HOUSING STRUCTURES, LIMEROCK, CONCRETE, ASPHALT AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

VI. DEMOLITION NOTES

- A. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
- B. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE COUNTY AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
- C. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
- D. ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- E. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
- F. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
- G. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
- H. DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN. USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.

- I. INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
- J. REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., E.P.A., AND ANY OTHER AUTHORITY HAVING JURISDICTION.
- K. ALL EXISTING UTILITY MANHOLE COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO GRADE ELEVATION, UNLESS OTHERWISE NOTED.

VII. EARTHWORK NOTES

- A. WHERE MUCK, ROCK, CLAY, OR OTHER MATERIAL WITHIN THE LIMITS OF CONSTRUCTION IS UNSUITABLE IN ITS ORIGINAL POSITION THE CONTRACTOR SHALL EXCAVATE SUCH MATERIAL IN ITS ENTIRETY AND BACKFILL WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED IN PLACE TO CONFORM TO THE REQUIRED GRADES TO LEVEL THE SITE.
- B. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE.
- C. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES.

VIII. SLAB ON GRADE CONSTRUCTION

- A. SPECIFICATION: UNLESS NOTED OTHERWISE, SLAB ON GRADE CONSTRUCTION SHALL FOLLOW THE RECOMMENDATIONS OF "THE GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION ACI 302.1R-04".
- B. SUBGRADE PREPARATION: AREAS CONTAINING SLAB ON GRADE CONSTRUCTION SHALL BE STRIPPED TO SUFFICIENT DEPTH TO REMOVED ALL VEGETATION, TOP SOIL, ORGANIC AND OTHER UNSUITABLE MATERIALS.
- C. REINFORCING STEEL
1. SEE THE DRAWINGS FOR TYPICAL SLAB REINFORCEMENT REQUIREMENTS.
 2. LAP CONTINUOUS SLAB ON GRADE REINFORCING STEEL 30 BAR DIAMETERS AT SPLICES BUT NOT LESS THAN 12".
 3. ALL REINFORCING STEEL FOR SLABS ON GRADE SHALL BE CHAIRED WITH SLAB BOLTERS DESIGNED FOR SUPPORT ON SOIL TO PROVIDED SPECIFIED COVER TO REINFORCING STEEL.
- D. SEE DETAILS ON THE DRAWINGS FOR REQUIREMENTS OF CONSTRUCTION JOINTS, CONTROL JOINTS AND POUR SIZE AND SEQUENCE OF SLAB ON GRADE CONSTRUCTION.
- E. OPENINGS ON SLAB ON GRADE: UNLESS DETAILED OTHERWISE ON THE DRAWINGS, PROVIDE 1-#5XOPENING WIDTH +3'-0" AROUND ALL PENETRATION THROUGH SLAB ON GRADE ON GRADE 10" WIDE OR GREATER AND 1-#5 X 3'-0" DIAGONAL CORNERS BARS. SUCH REINFORCEMENT SHALL BE PROVIDED WHETHER OPENING IS SHOWN ON DRAWINGS OR NOT.

IX. REINFORCING STEEL

- A. ALL REINFORCING SHALL BE BILLET STOCK ASTM A615, GRADE 60. BARS SHALL SECURELY TIE IN PLACE WITH #16 DOUBLE-ANNEALED IRON WIRE. BARS SHALL BE SUPPORTED ON ACCEPTABLE CHAIRS. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING OF REINFORCED CONCRETE STRUCTURES." CONTRACTOR SHALL COORDINATE REINFORCING STEEL PLACEMENT DETAILS AND PROVIDE TEMPLATES FOR PLACING STEEL IN CONGESTED AREAS AS NECESSARY. SHOP DRAWINGS (INCLUDING PLACING PLANS AND ELEVATIONS) SHALL BE SUBMITTED TO, AND REVIEWED BY, THE ENGINEER BEFORE STARTING FABRICATION.
- B. WELDED WIRE FABRIC SHALL BE ELECTRICALLY WELDED AND CONFORM TO ASTM A185 (FLAT SHEET), YIELD STRENGTH 65,000 PSI. AN 8" MINIMUM LAP SHALL BE PROVIDE FOR SIDE AND END LAP. WELDED WIRE FABRIC SHALL SUPPORTED IN APPROVED CHAIRS.
- C. NO REINFORCING BARS SHALL BE SPLICED BY WELDING. AT THE CONTRACTOR'S OPTION, MECHANICAL BUTT SPLICING USING AN EXOTHERMIC WELDING PROCESS AND HIGH STRENGTH SLEEVES OR MECHANICAL CONNECTION SPLICING MAY BE USED, PROVIDED THAT THE MECHANICAL SPLICES SHALL BE ICBO APPROVED TO ACHIEVE A MINIMUM TENSILE STRENGTH OF 125 PERCENT OF THE SPECIFIED YIELD STRENGTH OF THE BAR. THE MINIMUM TENSILE STRENGTH REQUIREMENT SHALL BE INCREASED TO 160 PERCENT FOR MECHANICAL SPLICES AT THE INTERFACE OF DIAPHRAGMS AND THE LATERAL SYSTEM, AND FOR MECHANICAL SPLICES WITHIN ELEMENTS OF THE LATERAL SYSTEM. SPLICES DEVICES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. REINFORCING BARS SHALL BE LAP SPLICED FOR TENSION UNLESS NOTED OTHERWISE ON THE DRAWINGS. #14 AND #18 BARS SHALL NOT BE LAP SPLICED.
- D. WELDING OR TACK WELDING OF REINFORCING BARS TO OTHER BARS OR TOE PLATES, ANGLES ETC, IS PROHIBITED, EXCEPT WHERE SPECIFICALLY APPROVED BY THE ENGINEER. WHERE WELDING IS APPROVED, IT SHALL BE DONE BY AWS CERTIFIED WELDERS USING E9018 OR APPROVED ELECTRODES. WELDING PROCEDURES SHALL CONFORM TO THE REQUIREMENTS OF AWS D14.

- E. MINIMUM CAST-IN-PLACE CONCRETE COVER OVER REINFORCING STEEL, UNLESS NOTED OTHERWISE, SHALL BE AS FOLLOWS:
1. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 INCHES.
 2. CONCRETE EXPOSED TO EARTH OR WEATHER:

1 1/2 INCHES FOR #5 BAR OR SMALLER
2 INCHES FOR #6 BAR OR LARGER
 3. OTHER CONCRETE:

WALLS - INTERIOR FACE:
#14 AND #18 BARS - 1 1/2 INCHES
#11 BARS AND SMALLER - 3/4 INCH

SLABS AND JOISTS:
#11 BARS AND SMALLER - 3/4 INCH

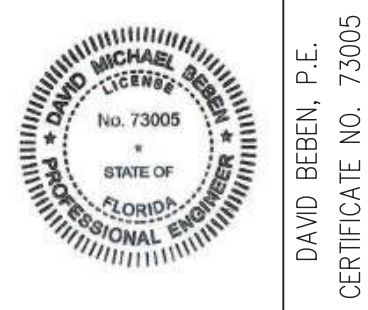
BEAMS AND COLUMNS - TIES, STIRRUPS, SPIRALS:
INTERIOR FRAMES - 1 1/2 INCHES
EXTERIOR FRAMES - 2 INCHES

- F. PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE. SPLICE ONLY AS SHOWN OR APPROVED. STAGGER SPLICES WHERE POSSIBLE. USE TENSION SPLICE CLASS "B" UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH TENSION SPLICES. UNLESS NOTED OTHERWISE LAP LENGTHS EXPRESSED IN NUMBER OF BAR DIAMETERS SHALL BE AS FOLLOWS:

BAR SIZE	NORMAL WEIGHT CONCRETE, F _c (psi)				
	CLASS	3,000	4,000	5,000	6,000
#6 OR SMALLER	A	44 DIAM.	38 DIAM.	34 DIAM.	31 DIAM.
	B	57 DIAM.	49 DIAM.	44 DIAM.	40 DIAM.
#7 OR LARGER	A	55 DIAM.	47 DIAM.	42 DIAM.	39 DIAM.
	B	71 DIAM.	62 DIAM.	55 DIAM.	50 DIAM.

- G. LAP SPLICE LENGTH NOTES:

1. TABLE IS BASED ON a) CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN ONE BAR DIAMETER (BD), CLEAR COVER NOT LESS THAN ONE DB, AND STIRRUPS OR TIES THROUGHOUT THE LAP SPLICE LENGTH NOT LESS THAN THE CODE MINIMUM, OR b) CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN 2 DB AND CLEAR COVER NOT LESS THAN ONE DB. FOR ALL OTHER CASES, MULTIPLY TENSION LAP BY 1.5.
2. FOR TENSION REINFORCEMENT WITH MORE THAN 12" OF CONCRETE BELOW, OR FOR VERTICAL REINFORCEMENT, MULTIPLY THE LAP SPLICE LENGTH INDICATED IN THE TABLE BY 1.3. HOWEVER, THE LAP SPLICE LENGTH SHALL NOT BE LESS THAN 12".
3. FOR TENSION REINFORCEMENT IN LIGHTWEIGHT CONCRETE, MULTIPLY LAP SPLICED LENGTH BY 1.3



CHK. BY	DESCRIPTION	DATE	REV
	-		<<<<<<

SHEET TITLE
NOTES AND SPECIFICATIONS

PROJECT TITLE
**MDC USED MOTOR OIL
COLLECTION SYSTEM EXPANSION
EUREKA DRIVE TRC**

CLIENT
**MIAMI DADE COUNTY DEPARTMENT
OF SOLID WASTE MANAGEMENT**

SCS ENGINEERS
STEARNs, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.
9500 S. DADELAND BLVD., SUITE 610, MIAMI, FL 33166
PH. (305) 412-8185 FAX. (305) 412-8105
FLORIDA FIRM REGISTRATION - RY 4892

PROJ. NO. 09219062,00
OWN. BY: MP
DES. BY: MP
C/A. BY: CL
APP. BY: DB

CADD FILE:

PERMIT SET

DATE: AUGUST 2020

DATE: AUGUST 2020

SCALE: AS SHOWN

DRAWING NO.

C-1.0

SHEET 1 of 6

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X. CONCRETE

- A. MIXING, BATCHING, TRANSPORTING, PLACING, AND CURING OF ALL CONCRETE, AND SELECTION OF CONCRETE MATERIALS, SHALL CONFORM TO ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS," EXCEPT AS NOTED BELOW. PROPORTIONS OF AGGREGATE TO CEMENTITIOUS PASTE SHALL BE SUCH AS TO PRODUCE A DENSE, WORKABLE MIX THAT CAN BE PLACED WITHOUT SEGREGATION OR EXCESS FREE SURFACE WATER.
- B. MIX DESIGNS LISTED BELOW SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND APPROVED PRIOR TO USE. SELECTION OF CONCRETE MIX PROPORTIONS SHALL BE IN ACCORDANCE WITH ACI 301. MIX PROPORTIONS SHALL MEET OR EXCEED THE REQUIREMENTS LISTED BELOW FOR THE LOCATIONS NOTED. THE MORE STRINGENT OF THE REQUIREMENTS LISTED SHALL GOVERN. CONCRETE MIX DESIGN SHALL INCLUDE A WRITTEN DESCRIPTION INDICATING WHERE EACH PARTICULAR MIX IS TO BE PLACED WITHIN THE STRUCTURE.
- C. MAXIMUM SIZE AGGREGATE SHALL BE AS LISTED BELOW. MAXIMUM FLY ASH AS A PERCENTAGE OF TOTAL WEIGHT OF CEMENTITIOUS MATERIAL SHALL BE 20 PERCENT. FLY ASH SHALL BE CLASS F, MEETING ASTM C618 REQUIREMENTS. WATER/CEMENT RATIO SHALL BE BASED ON TOTAL CEMENTITIOUS MATERIALS, INCLUDING FLY ASH AND OTHER POZZOLANIC MATERIALS. FLY ASH SHALL NOT BE USED IN CONCRETE EXPOSED TO VIEW.
- D. THE USE OF SUPER PLASTICIZERS AND WATER REDUCERS IS ALLOWED, BUT NOT REQUIRED. ALL ADMIXTURES SHALL BE CHLORIDE FREE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- E. ALL CONCRETE SHALL BE PROPORTIONED FOR A MAXIMUM ALLOWABLE UNIT SHRINKAGE OF 0.03% MEASURED AT 28 DAYS AFTER CURING IN LIME WATER AS DETERMINED BY ASTM C157 (USING AIR STORAGE)
- F. ALL CONCRETE SHALL HAVE A SLUMP OF 4" PLUS OR MINUS 1". SLUMP SHALL CONFORM TO ACI 301. SLUMP SHALL BE MEASURED AT THE DISCHARGE OF THE TRUCK. IF CONCRETE IF PUMPED, SLUMP SHALL BE MEASURED AT THE DISCHARGED END OF THE PUMP LINE. SLUMP SHALL BE +/- 1 INCHES OF THE SPECIFIED SLUMP.
- G. ALL CONCRETE SHALL BE NORMAL WEIGHT AND CONFORM TO THE REQUIREMENTS AS SPECIFIED IN THE TABLE BELOW UNLESS NOTED OTHERWISE ON THE DRAWINGS:

	28 DAYS COMP. STRENGTH (psi)	AGGREGATE SIZE	MAX. W/C RATIO
SLAB ON GRADE	3,000	3/4"	0.5

- H. CONCRETE MIX DESIGNS MUST BE SUBMITTED 15 DAYS PRIOR TO THE START OF THE WORK FOR ENGINEER'S AND OWNER'S TESTING LABORATORY APPROVAL PRIOR TO PLACEMENT OF CONCRETE IN THE PLANT OR FIELD. ANY ADJUSTMENTS IN APPROVED MIX DESIGNS INCLUDING CHANGES IN ADMIXTURES MUST BE SUBMITTED IN WRITING TO THE ENGINEER AND OWNER'S TESTING LABORATORY FOR APPROVAL PRIOR TO USE IN THE FIELD.
- I. CONCRETE DESIGNED TO BE PUMPED SHALL BE AS NOTED ON THE MIX DESIGNS AND SHALL HAVE MIX PROPORTIONS COMPATIBLE WITH THE PUMPING PROCESS.
- J. SAMPLING AND TESTING OF CONCRETE SHALL BE PERFORMANCED BY INDEPENDENT TESTING AGENCY UNDER CONTRACT WITH THE GENERAL CONTRACTOR. SAMPLES AND TESTS SHALL BE IN ACCORDANCE WITH ACI 301 ADDITIONAL SAMPLES MAY BE REQUIRED TO OBTAIN CONCRETE STRENGTHS AT ALTERNATE INTERVALS THAN SHOWN BELOW:
- K. PROVIDE 4 CONCRETE CYLINDERS. TEST 1 CYLINDERS AT 7 DAYS, TEST 2 CYLINDERS AT 28 DAYS, AND HOLD 1 CYLINDER IN RESERVE.
- L. NO CALCIUM CHLORIDE OR ADMIXTURE CONTAINING CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE WITHOUT STRUCTURAL ENGINEER PRIOR REVIEW AND APPROVAL.
- M. THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS. WHEN AIR TEMPERATURE IS BETWEEN 85 AND 90 DEG F, REDUCE MIXING AND DELIVERY TIME FROM 1-1/2 HOURS TO 75 MINUTES. WHEN AIR TEMPERATURE IS ABOVE 90 DEG F, REDUCE MIXING AND DELIVERY TIME TO 60 MINUTES. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL BE DISCARDED WITH NO EXCEPTIONS. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE.

XI. PAVING AND GRADING NOTES

- A. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- B. SUBGRADE MATERIAL SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180, METHOD "D" AND SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 120. THE TEST RESULTS SHALL BE ACCEPTED BY DSWM AND ENGINEER PRIOR TO PLACEMENT OF BASE MATERIAL.
- C. IF THE PLANS INDICATE A LIMEROCK BASE, THE CONSTRUCTION AND THE MATERIAL FOR THE LIMEROCK BASE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 230. THE LIMEROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180, METHOD "D". THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. CITY AND ENGINEER REQUIRE DENSITY TESTS AT 50' O.C. FOR TRENCH RESTORATIONS (MINIMUM ONE (1) TEST PER TRENCH). FOR THE REMAINING APPLICATIONS TESTING SHALL BE COMPLETED EVERY 10,000 SF OR AT MINIMUM TWO (2) TEST LOCATIONS, WHICH EVER IS GREATER, UNLESS NOTED DIFFERENTLY IN THE PLANS. THE TEST RESULTS SHALL BE ACCEPTED BY THE CITY AND ENGINEER.
- D. THE MATERIAL TO BE USED AS A STABILIZER SHALL BE SOIL OF HIGH BEARING VALUE SUCH AS SAND-CLAY, GROUND LESTONE, CRUSHED LIMEROCK, OYSTER SHELL, COQUINA SHELL, ROCK SCREENINGS, OR ANY OTHER MATERIAL WHICH IS SUITABLE FOR STABILIZATION. MUCK SHALL NOT BE USED AS STABILIZING MATERIAL.
- E. MATERIAL HAVING A PLASTICITY INDEX AT MORE THAN 10 OR A LIQUID LIMIT GREATER THAN 40 SHALL NOT BE USED. ALL MATERIAL USED FOR STABILIZING THE ROADBED SHALL PASS A 3-1/2 INCH RING.
- F. WHERE THE BEARING VALUE OF THE EXISTING SUBGRADE IS ADEQUATE WITHOUT ADDITION OF STABILIZING MATERIAL, THE SUBGRADE SHALL BE SCARIFIED AND DICED, HARROWED, BLADED, OR TILLED FOR REMOVAL OF BOULDERS, ROOTS, ETC. TO ASSURE UNIFORMITY AND THOROUGH MIXING OF MATERIAL TO THE FULL WIDTH AND DEPTH OF REQUIRED STABILIZATION. THE COMPACTED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN ON THE PLANS.
- G. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT AT THE LIMITS OF REMOVAL OF EXISTING PAVEMENT AND WHEN NEW PAVEMENT CONSTRUCTION MEETS EXISTING PAVEMENT. MEET AND MATCH SHALL ALSO MEAN SAW CUT AND MATCH.
- H. PRIOR TO THE BEGINNING OF STABILIZING OPERATIONS, THE AREA TO BE STABILIZED SHALL HAVE BEEN CONSTRUCTED TO AN ELEVATION SUCH THAT UPON COMPLETION OF STABILIZING OPERATIONS, THE COMPLETED STABILIZED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN IN THE PLANS. PRIOR TO THE SPREADING OF ANY ADDITIVE STABILIZING MATERIAL THE SURFACE OF THE ROADBED AND/OR ENGINEERING CONTROL SHALL BE BROUGHT TO A PLACE APPROXIMATELY PARALLEL TO THE PLANE OF THE PROPOSED FINISHED SURFACE.
- I. THE STABILIZING MATERIAL SHALL BE APPLIED IN SUCH QUANTITY AS IS NECESSARY TO PRODUCE THE REQUIRED BEARING VALUE. IT SHALL BE INCORPORATED WITH THE SUBGRADE BY FLOWING, DICING, HARROWING, BLADING OR MIXING WITH ROTARY TILLERS

UNTIL THE MIXED MATERIALS ARE OF A UNIFORM BEARING VALUE FOR THE FULL WIDTH AND DEPTH OF THE COURSE BEFORE COMPACTION, REGARDLESS OF THE CHARACTER OR BEARING VALUE. ALL MATERIALS IN THE STABILIZING COURSE THAT WILL NOT PASS A 3-1/2" RING SHALL BE REMOVED OR BROKEN DOWN TO A SIZE NOT LARGER THAN 3-1/2 INCHES.

- J. THE LIMEROCK SHALL BE TRANSPORTED TO THE POINT WHERE IT IS TO BE USED OVER BASE PREVIOUSLY PLACED, IF PRACTICABLE, AND DUMPED ON THE END OF THE PROCEEDING SPREAD, HAULING OVER THE SUBGRADE AND DUMPING ON THE SUB GRADE WILL BE PERMITTED ONLY WHEN IN THE ENGINEERS' OPINION THESE OPERATIONS WILL NOT BE DETRIMENTAL TO THE BASE.
- K. THE LIMEROCK SHALL BE SPREAD UNIFORMLY, WITH EQUIPMENT ACCEPTABLE TO THE ENGINEER, ALL SEGREGATED OR OTHERWISE UNACCEPTABLE AREAS SHALL BE REMOVED AND REPLACED WITH PROPERLY GRADED ROCK, AFTER SPREADING IS COMPLETED, THE ENTIRE SURFACE SHALL BE SCARIFIED AND THEN SHAPED SO AS TO PRODUCE THE REQUIRED GRADE, THICKNESS AND CROSS-SECTION AFTER COMPACTION. LIFTS SHALL HAVE A MAXIMUM COMPACTED THICKNESS OF SIX INCHES.
- L. COMPACTION SHALL BE ACCOMPLISHED AT OPTIMUM MOISTURE. WHEN THE MATERIAL DOES NOT HAVE THE PROPER MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY, WETTING OR DRYING WILL BE REQUIRED. ADDED WATER SHALL BE UNIFORMLY MIXED TO THE FULL DEPTH OF THE COURSE WHICH IS BEING COMPACTED.

XII. PAVEMENT MARKINGS AND SIGNAGE

- A. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," SECTION 711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS."
- B. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "ROADWAY AND TRAFFIC DESIGN STANDARDS," LATEST EDITION, AND TO THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION.
- C. ALL EXISTING MARKINGS IN CONFLICT WITH THE PROPOSED DESIGN SHALL BE REMOVED.
- D. TRAFFIC / PARKING LOT SIGNS:
4. MATERIALS: FOLLOW SECTION 700 OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION; AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"(MUTCD) BY THE U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
5. PLACEMENT: IN ACCORDANCE WITH PART 2 OF THE MUTCD.
- E. ALL TRAFFIC CONTROL SIGNAGE, EQUIPMENT AND MATERIALS TO BE APPROVED BY MIAMI-DADE PUBLIC WORKS DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION PRIOR TO INSTALLATION.

XIII. PROJECT CLOSEOUT

- A. CLEANING UP:
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE BROOM SWEEP CLEAN.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OF RECORD, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END,THE CONTRACTOR SHALL DO, AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, SIDEWALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
3. WHERE MATERIAL OR DEBRIS HAS WASHED, FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION, SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- C. ALL UNPAVED SURFACES DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE CONSTRUCTION.

This item has been electronically signed and sealed by David M. Beben, PE on August 14 2020, using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

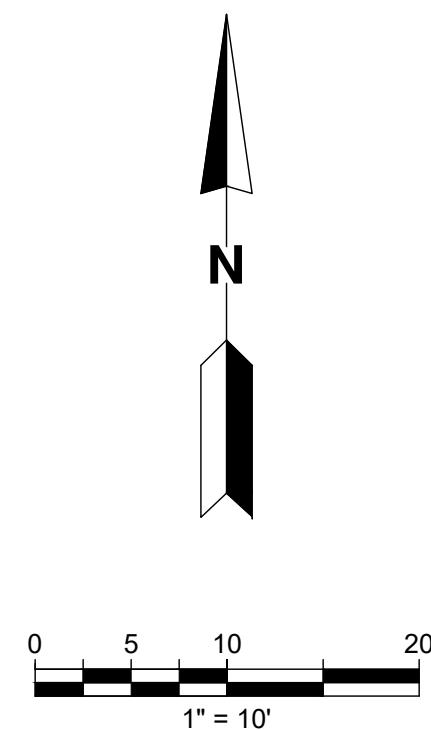
 DAVID BEBEN, P.E. CERTIFICATE NO. 73005						
CHK. BY	DESCRIPTION	DATE	REV	SHEET TITLE	CLIENT	SCS ENGINEERS STEARN, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 9500 S. DADELAND BLVD., SUITE 610, MIAMI, FL 33156 PH. (305) 412-8185 FAX. (305) 412-8105 FLORIDA FIRM REGISTRATION - RY 4892
				NOTES AND SPECIFICATIONS	MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT	PROJ. NO. 09219062.00 DWG. BY: MP CHK. BY: CB C/A BY: CL APP. BY: DB
				PROJECT TITLE		
				MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION EUREKA DRIVE TRC		
CADD FILE:						
DATE: AUGUST 2020						
SCALE: AS SHOWN						
DRAWING NO. C-1.1						
SHEET 2 of 6						

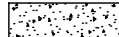
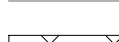
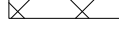
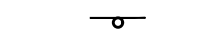
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DATE: AUGUST 2020

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	HOUSING STRUCTURE
	CONCRETE SLAB
	ASPHALT PAVEMENT
	EXISTING STORAGE CONTAINERS
	PERMANENT STEEL TRAFFIC BOLLARD
	REMOVABLE BOLLARD
	EXISTING SEPTIC TANK AND DRAINFIELD AREA
	PROPOSED ADA SIGN
	TOPOGRAPHIC ELEVATIONS
	PROPOSED CONCRETE SLAB FINAL SURFACE ELEVATION

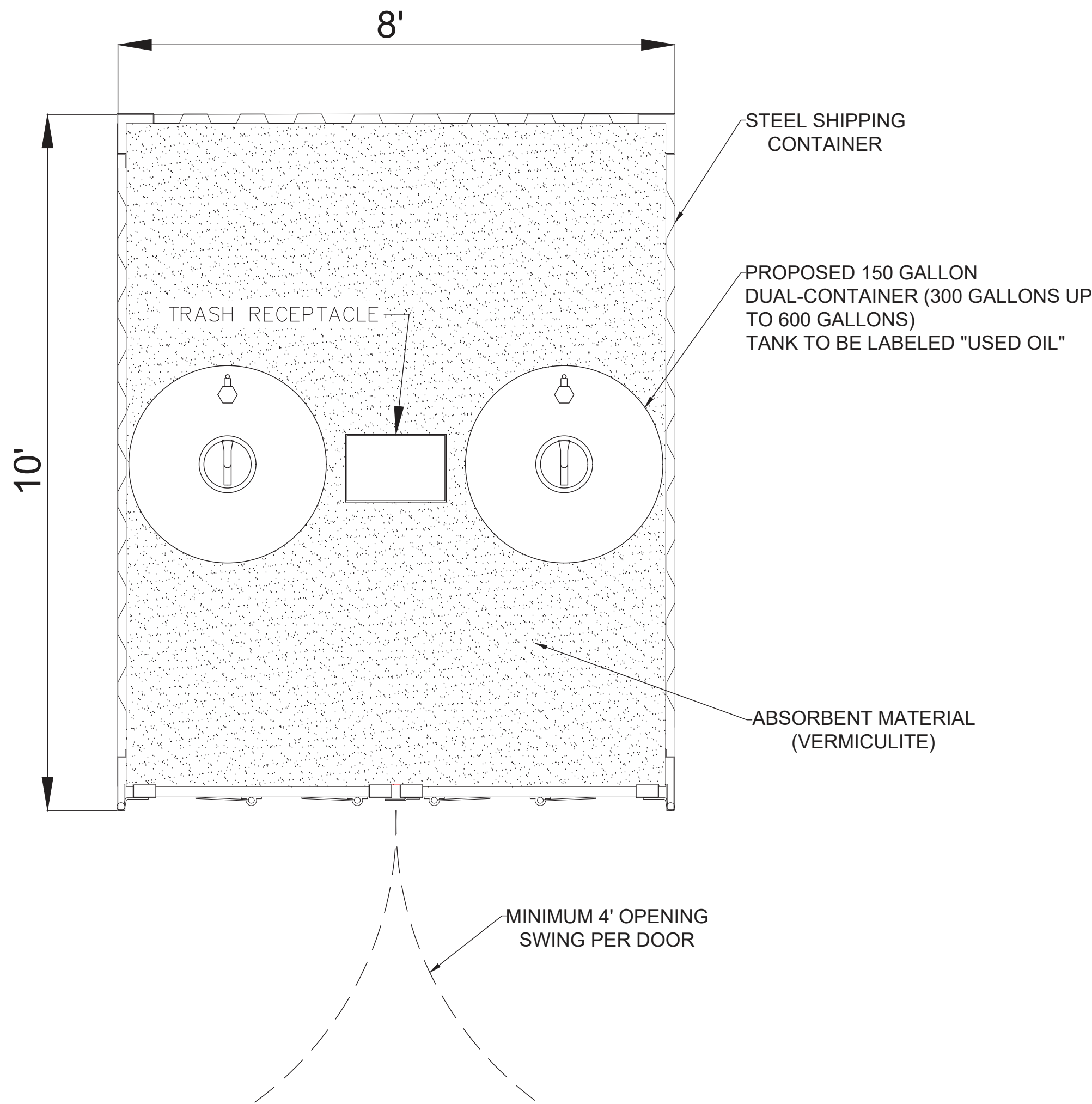
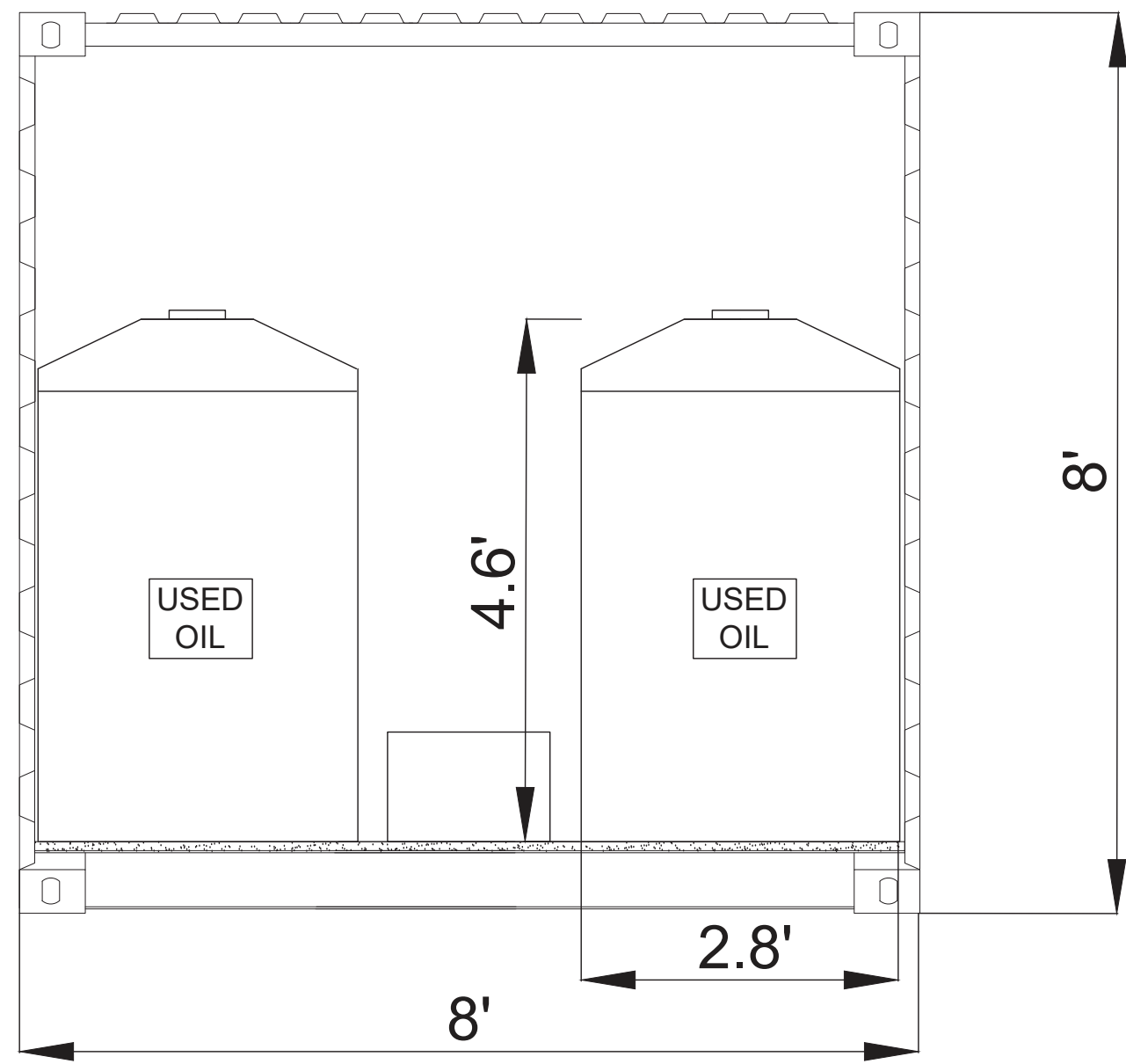
1. USED OIL CONTAINER SHALL BE USE FOR STORAGE ONLY ACCORDING TO THE METROPOLITAN DADE COUNTY ENVIRONMENTAL QUALITY CONTROL BOARD ORDER 97-53 DATED 01/08/1998.
2. VERIFY SITE LAYOUT WITH MIAMI DADE DSWM STAFF PRIOR TO INSTALLATION.
3. DO NOT DISTURB OTHER AREAS, FACILITY TRAFFIC OR PUBLIC ACCESS TO FACILITIES DURING INSTALLATION.
4. STRUCTURES TO BE INSTALLED MINIMUM OF 4 FEET AWAY FROM SEPTIC SYSTEM AND DRAINFIELD.
5. REMOVE EXISTING ASPHALT FROM AREA OF CONCRETE SLAB.
6. ASPHALT PAVEMENT FOR PROPOSED PARKING SPACES AND ACCESSIBLE ROUTES TO BE RESURFACED TO MEET 2% MAXIMUM SLOPE.
7. CONCRETE SLAB SURFACE TO BE LEVEL AS TO PROVIDE AN EVEN SURFACE FOR HOUSING STRUCTURE.
8. THE MINIMUM ELEVATION FOR FINISH FLOOR OF SHIPPING CONTAINER MUST BE 1FT ABOVE THE BASE FLOOD ELEVATION. THE FEMA FLOOD ZONE IS 9.00; BASED ON THE FEMA FLOOD ZONE MAP AE BY MIAMI-DADE COUNTY.
9. THE ELEVATIONS PROVIDED WERE BASED ON SURVEY DATA PROVIDED BY THE CLIENT.

Yudex A. Hasbun, Professional Engineer, State of Florida,
License No. 54810.
This item has been digitally signed and sealed by Yudex
A. Hasbun, PE, on 7/9/2025.
Printed copies of this document are not considered
signed and sealed and the signature must be verified on
any electronic copies.

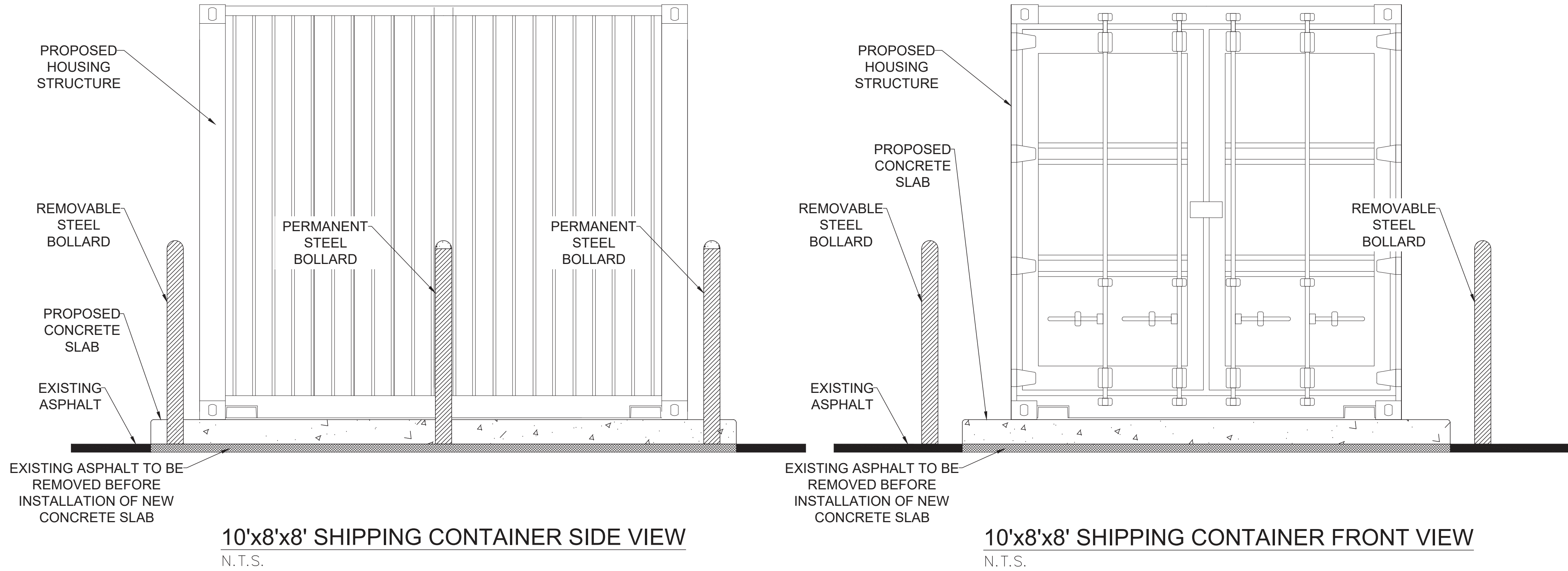
SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 19001 Old Cutler Road Suite 556 Palmato Bay, FL 33157 PH: (305) 412-8185 FAX: (305) 412-8105 FLORIDA FIRM REGISTRATION - RY 4892 PROJ. NO.: 19062.00 DWN. BY: MP DSN: B CADD FILE: C-2.0 SITE LOCATION PLAN V3.DWG DATE: MAY 2025 SCALE: AS SHOWN DRAWING NO. C-2.0 SHEET 3 of 6	CLIENT	MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT	SHEET TITLE	SITE LOCATION PLAN	REV DATE JULY 2022 C.B. RESPONSE TO COMMENTS APRIL 2023 A.R. RESPONSE TO COMMENTS MAY 2025 A.R. REDESIGN	CHK. BY:	YUDEK HASBUN, P.E. CERTIFICATE NO. 54810
	PROJECT TITLE	MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION EUREKA DRIVE TRC					

A graphic for a permit set. It features a scalloped border. At the top left is a small triangle with the number 3. In the center, the words "PERMIT SET" are in large, bold, black capital letters inside a white rectangular box. Below this, the text "DATE: MAY 2025" is in smaller, black capital letters. At the bottom, a black banner contains the text "Always call 811 two full business days before you dig" in white. Below the banner, the website "Sunshine811.com" is written in large, bold, black letters with a white outline. A small icon of a shovel is positioned below the website name.

\\mia-fs01\miami\PROJECT\09219062.00\Newforma\DWG\Figures\permitting\eurika drive\G-3.0 STRUCTURE DETAILS.dwg Aug 14, 2020 -- 4:34pm Layout Name: NORTH DADE 3 By: 4479mpp



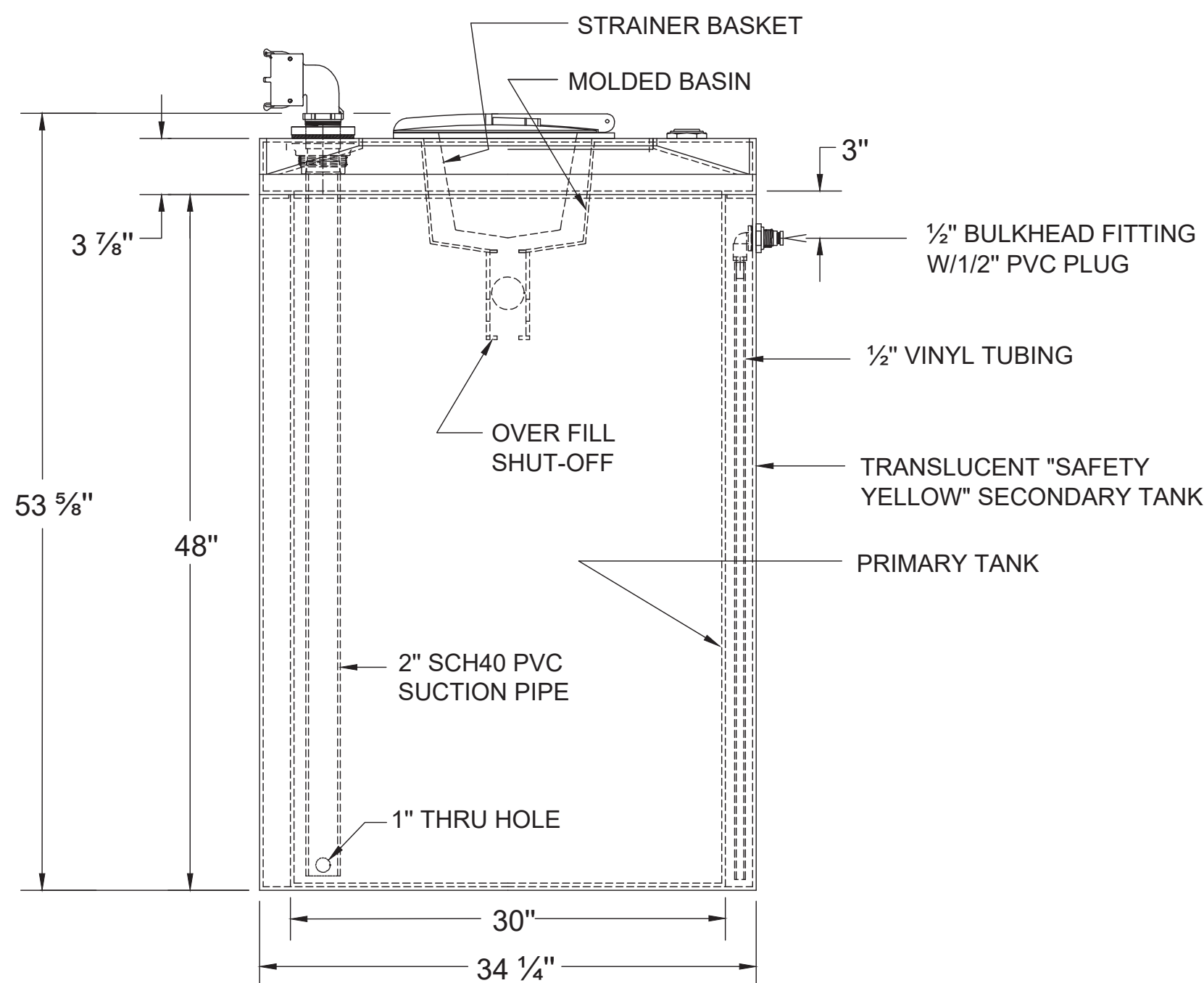
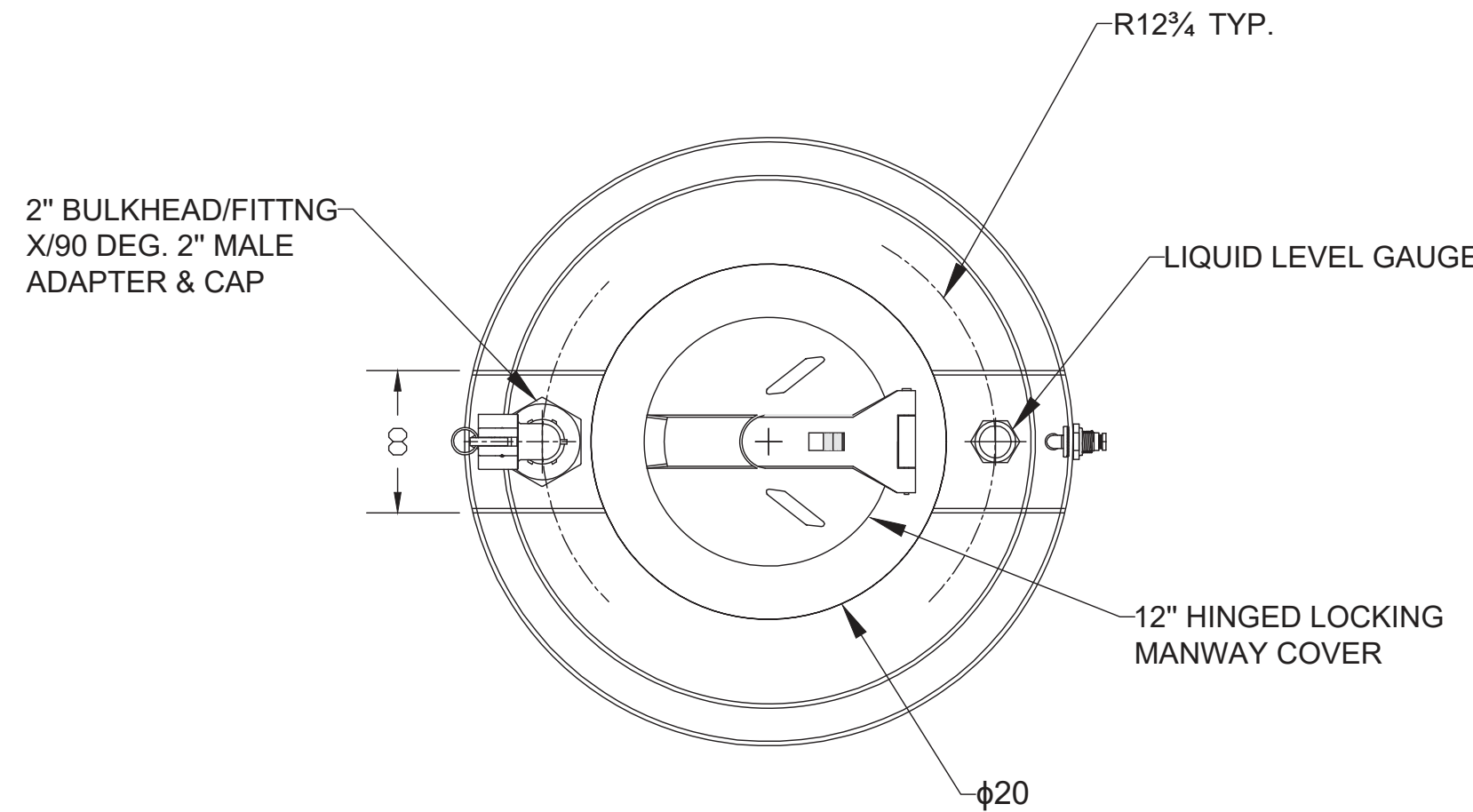
10'x8'x8' SHIPPING CONTAINER DETAIL
N.T.S.



10'x8'x8' SHIPPING CONTAINER SIDE VIEW
N.T.S.

10'x8'x8' SHIPPING CONTAINER FRONT VIEW
N.T.S.

*CONCRETE SLAB TO PROVIDE LEVEL SURFACE FOR HOUSING STRUCTURE



150 GALLONS TANK DETAIL
N.T.S.

COLLECTION TANK SPECIFICATIONS:

1. TANK DOUBLE WALLED WITH 110% SECONDARY CONTAINMENT VOLUME
2. WEATHER RESISTANT AND VENTED WITH HINGED, LOCKABLE MANWAY COVER
3. TRANSLUCENT "SAFETY YELLOW" SECONDARY CONTAINMENT FOR EASY ROUTINE INSPECTION. INTERSTITIAL SPACE VISUALLY MONITORED
4. CLEANABLE WITH SOAP AND WATER
5. LARGE SINK WITH DEBRIS SCREEN AND REMOVABLE DEBRIS STRAINER
6. AUTOMATIC OVERFLOW SHUTOFF
7. OIL LEVEL MONITORING GAUGE
8. 2" EXTERNAL QUICK-RELEASE DRAIN COUPLING
9. MADE OF 100% RECYCLABLE POLYETHYLENE
10. MEETS THE LATEST EPA STANDARDS FOR USED OIL STORAGE CONTAINERS CFR 40-279.22

PERMIT SET

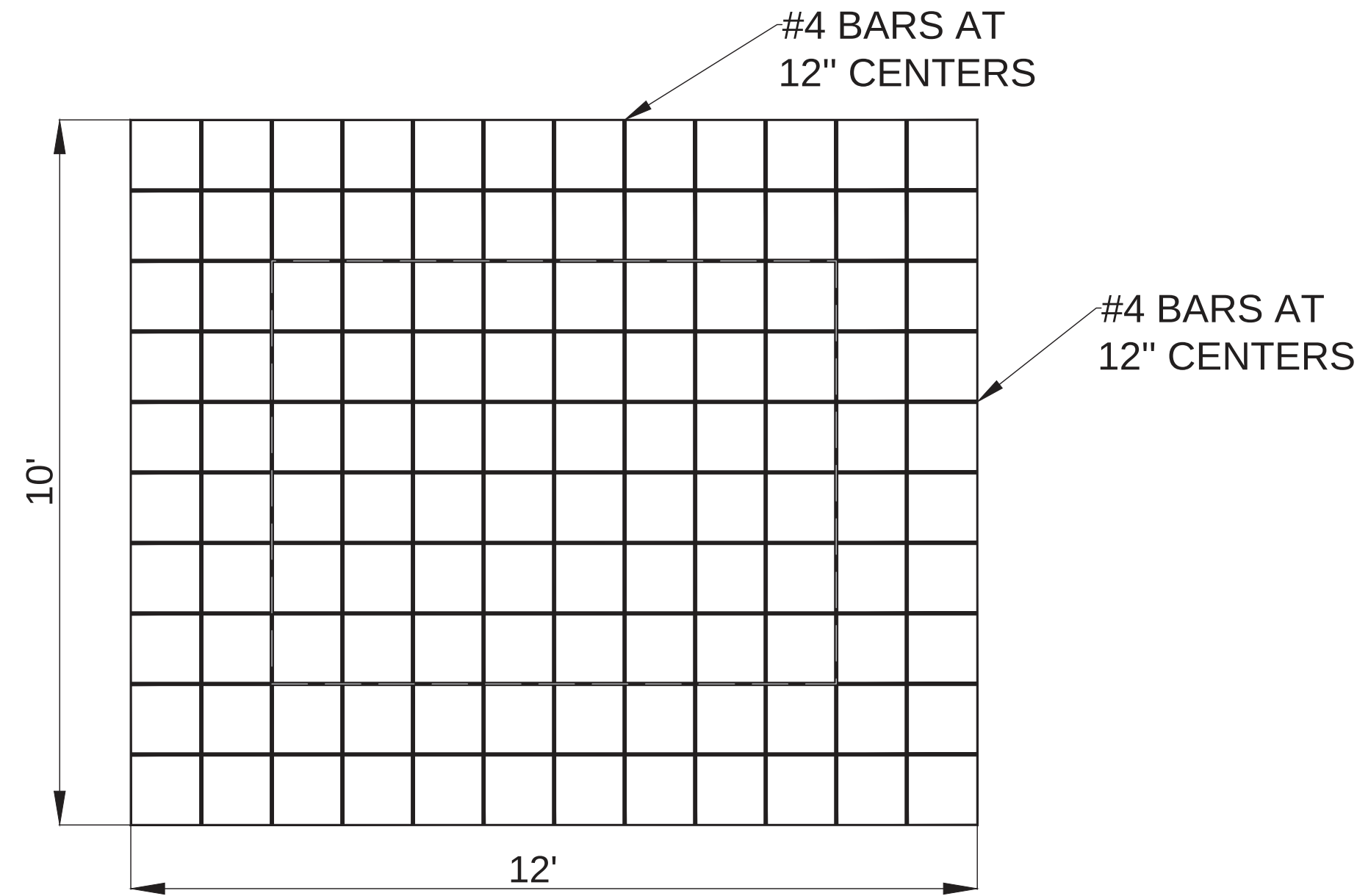
DATE: AUGUST 2020

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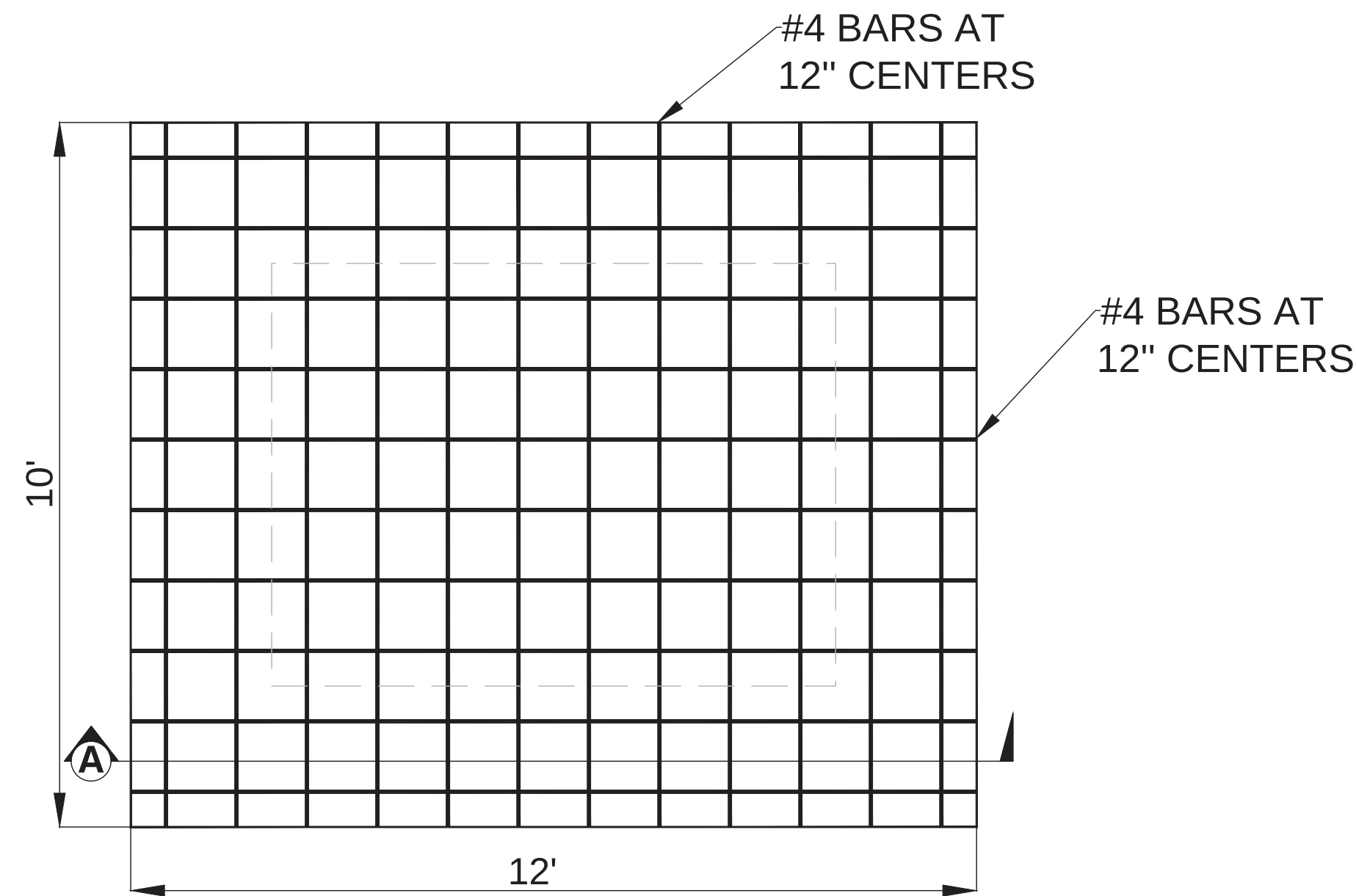
Sunshine811.com

		DAVID BEBEN, P.E. CERTIFICATE NO. 73005	
CHK. BY	DESCRIPTION	DATE	REV
SHEET TITLE		PROJECT TITLE	
STRUCTURE DETAILS		MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION EUREKA DRIVE TRC	
CLIENT		MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT	
SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 9500 S. DADELAND BLVD., SUITE 610, MIAMI, FL 33156 PH. (305) 412-8185 FAX. (305) 412-8105 FLORIDA FIRM REGISTRATION - RY 4892		C/A: RW: BY: DB DWG: BY: MP CHK: BY: CB APP: BY: DB	
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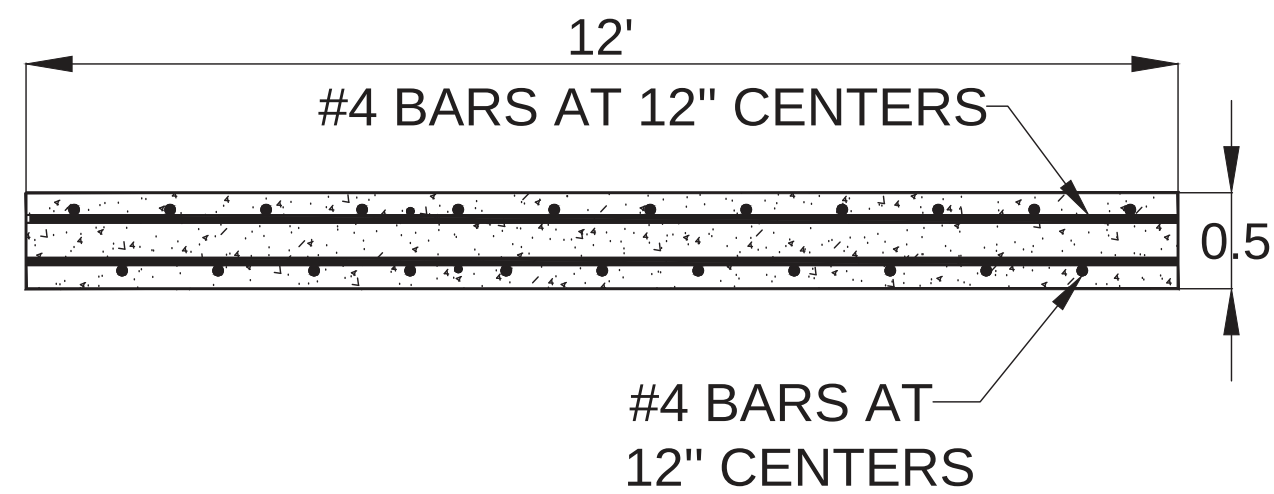
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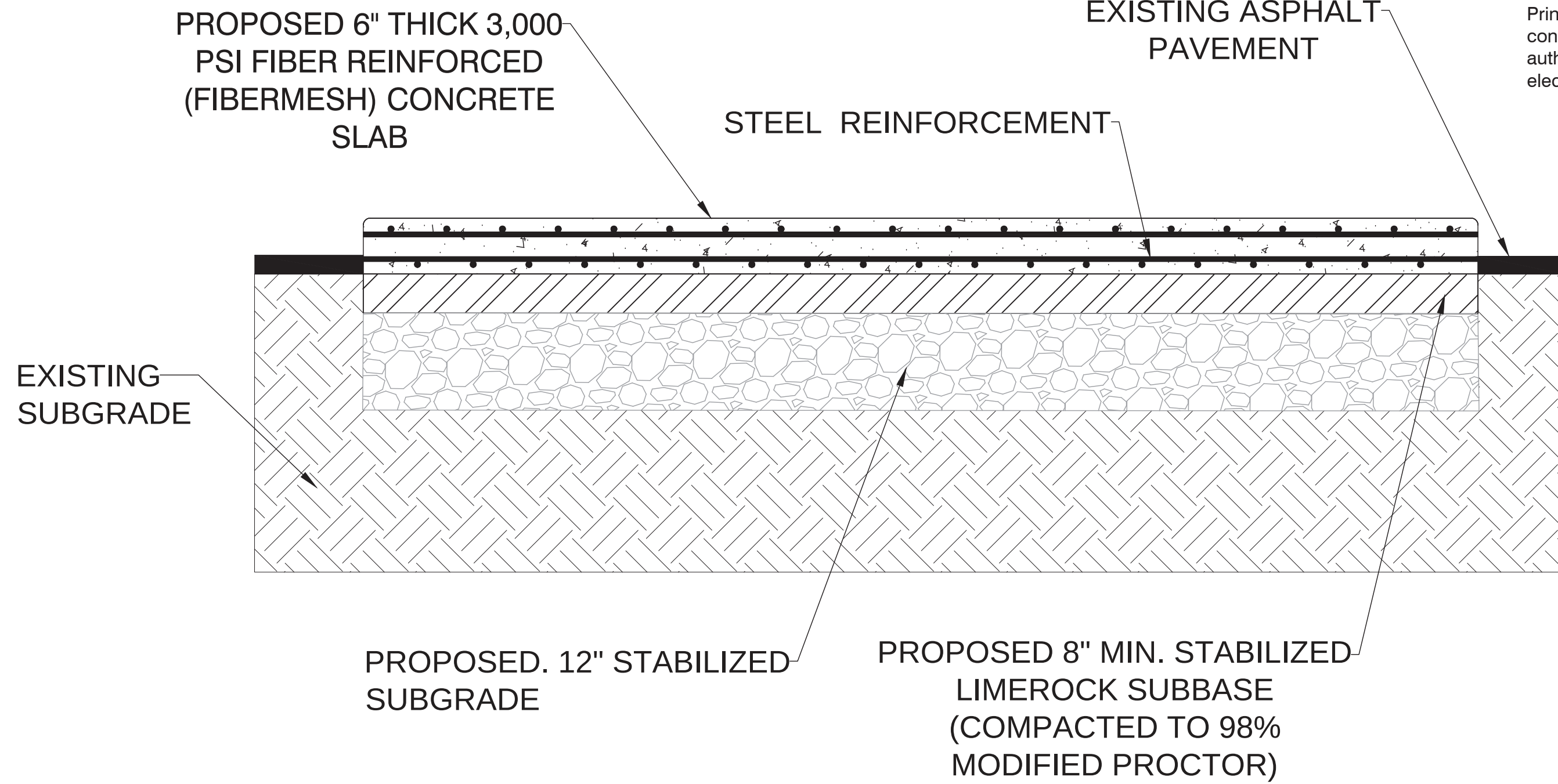
CONCRETE SLAB BOTTOM REBAR DETAIL
N.T.S.



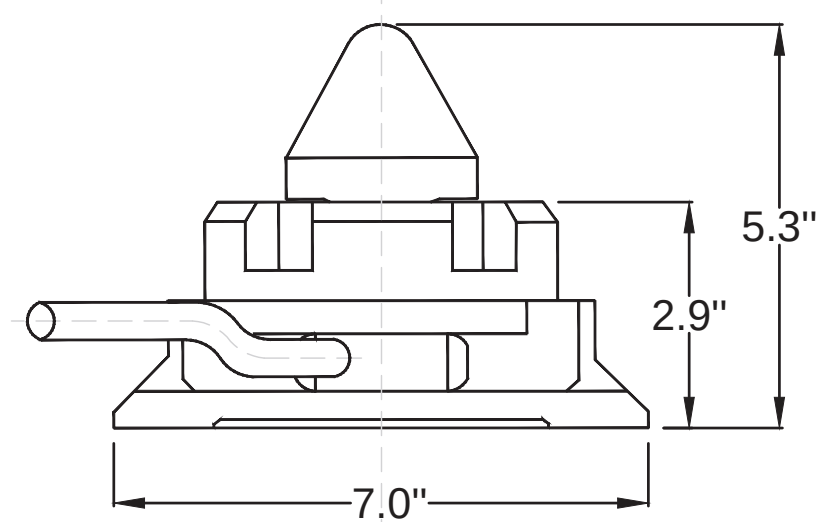
CONCRETE SLAB TOP REBAR DETAIL
N.T.S.



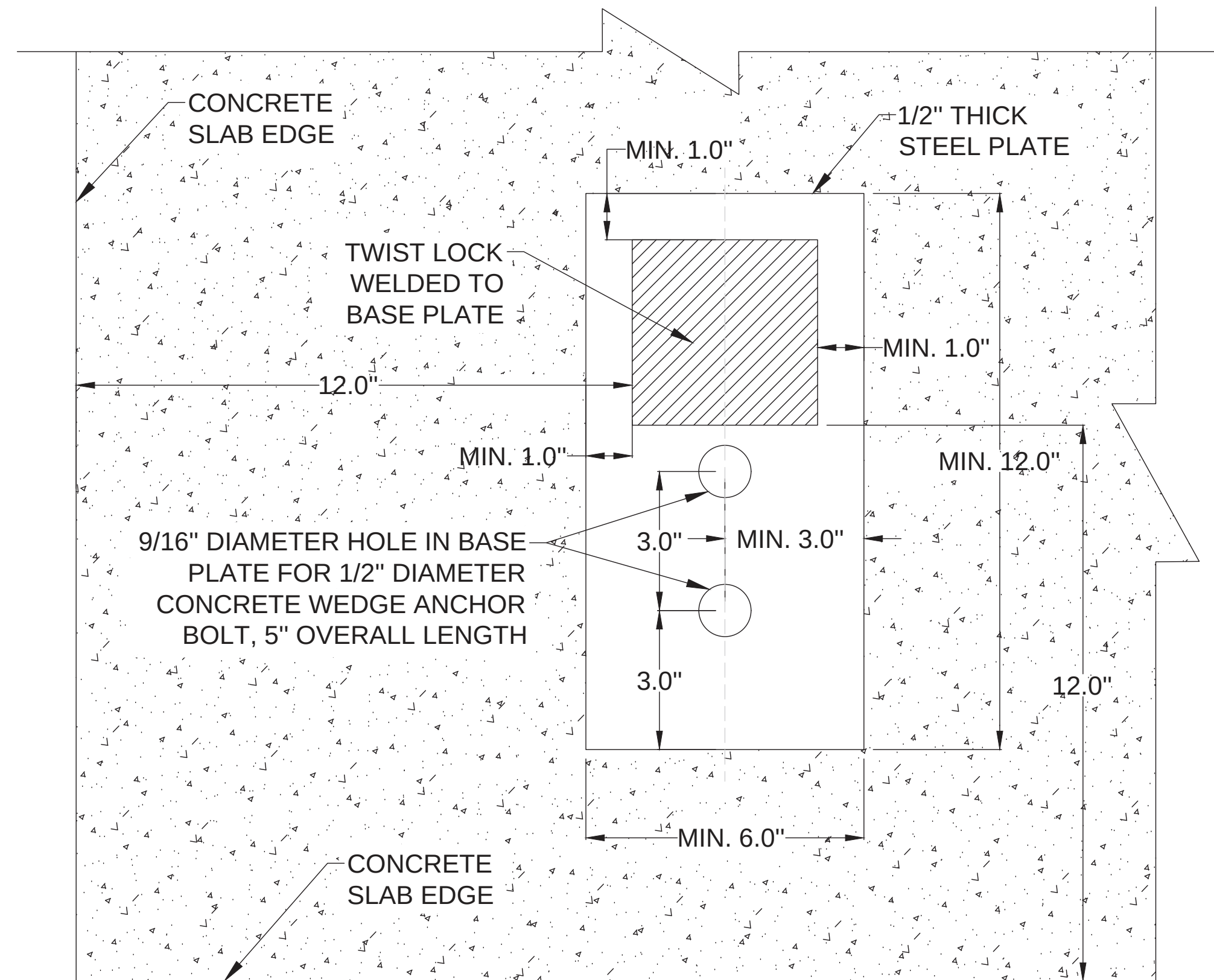
CONCRETE SLAB SECTION A
N.T.S.



CONCRETE SLAB DETAIL
N.T.S.



TWIST LOCK ANCHOR DETAIL
N.T.S.

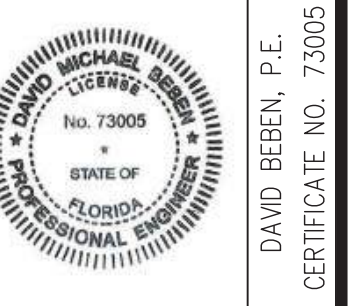


ANCHOR BASE PLATE DETAIL
N.T.S.

ANCHORING SYSTEM NOTES:

1. TWIST LOCK ANCHORS TO BE INSTALLED ON CORNER POST OF SHIPPING CONTAINER.
2. TWIST LOCK ANCHOR TO BE WELDED TO STEEL BASE PLATE AS INDICATED ON ANCHOR BASE PLATE DETAIL.
3. STEEL BASE PLATE TO BE ATTACHED TO CONCRETE SLAB THROUGHOUT 1/2" DIAMETER CONCRETE WEDGE ANCHOR BOLT.

This item has been electronically signed and sealed by David M. Beben, PE on August 14 2020, using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.



CHK. BY	DESCRIPTION	DATE	REV

SHEET TITLE	INSTALLATION DETAILS
PROJECT TITLE	MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION EUREKA DRIVE TRC

CLIENT	MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 9500 S. DADELAND BLVD., SUITE 610, MIAMI, FL 33156 PH. (305) 412-8185 FAX. (305) 412-8105 FLORIDA FIRM REGISTRATION - RY 4892	PROJ. NO. 09219062.00 DATE: 8/14/20 C/A: RY APP: DB

CADD FILE:	DATE: AUGUST 2020
SCALE: AS SHOWN	DRAWING NO. C-4.0
SHEET 5 of 6	

PERMIT SET

DATE: AUGUST 2020

Always call 811 two full business days before you dig



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SECTION 01 10 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 PROJECT DESCRIPTION

- A. The project work to be performed by the CONTRACTOR consists of furnishing all labor, materials, equipment, tools, transportation, services, incidentals, and performing all work necessary to complete the project, in place and ready for service in accordance with the plans and specifications prepared therefore and entitled Miami-Dade County Department of Solid Waste Management. The WORK generally consist of installation of used motor oil collection system at the trash recycling center (TRC). The work includes but is not limited to the following items:
1. Clear site as necessary.
 2. Construct temporary traffic barriers.
 3. Installation of 10' length, 12' wide, 0.5' depth of concrete slab foundation for housing structure.
 4. Installation of housing structure.
 5. Installation of used motor oil collection tanks.
 6. Installation of steel traffic bollards.
 7. Installation of two parking spaces.

1.02 WORK SEQUENCE

- A. All Work performed under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The CONTRACTOR shall coordinate his work with the COUNTY such that existing utility services are maintained to all users to the maximum extent possible.
- B. The CONTRACTOR shall, if necessary and feasible, construct the work in stages to accommodate the COUNTY's use of the premises during the construction period.
- C. The CONTRACTOR shall, where feasible, construct the WORK in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternate usage.

1.03 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for work, storage, and access to allow work by other contractors, owner occupancy, and normal TRC operations.
- B. Work Days: See Sheet C-1.0.
- C. Access: No later than 5 days after notice to proceed, the CONTRACTOR shall arrange with the COUNTY a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. CONTRACTOR's use of the premises shall be confined to the areas approved by the COUNTY.
- D. Smoking: Smoking is prohibited on the TRC.
- E. CONTRACTOR shall not dispose any refuse on site without approval of the COUNTY

1.04 COUNTY OCCUPANCY AND TRC OPERATIONS

The CONTRACTOR shall cooperate with the COUNTY during construction operations to minimize conflicts with COUNTY work and facilitate COUNTY usage. The CONTRACTOR shall perform the WORK so as not to interfere with the COUNTY's operations, maintenance, environmental monitoring, and other COUNTY activities at the site.

1.05 SITE CONDITIONS

- A. Existing Features: The Contract Documents require the CONTRACTOR to field verify the location of existing features, see Section 01 50 00, Site Conditions Surveys. Existing features include but may not be limited to the following: stormwater drainage structures and underground pipes, electrical panels, forcemain, utilities, roads, guardrails, drainage culverts, fences, and buildings.
- B. The CONTRACTOR shall enforce safety procedures to minimize hazards to workers, the public, and the environment.

1.06 CONSTRUCTION PHOTOGRAPHS

- A. Photographs shall be taken at pre-construction and post-construction.

1.07 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS

- A. The intent of the specifications is to outline or indicate the items of work, or both, which cannot be readily shown on the drawings and, further to indicate the types and qualities of materials. Drawings and specifications shall be considered as being complimentary and items or work mentioned or indicated in one and not in the other shall be included as if mentioned in both. Should drawings disagree in

themselves or with the specifications the better quality or greater quantity of work or materials shall be estimated upon, and shall be provided.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall receive and accept the compensation provided in the Contract as full payment for furnishing all labor, equipment, and materials and for performing all construction/operations necessary to complete the WORK as described in the Contract, and in full payment for all losses or damages incurred during the WORK, for any discrepancies between actual and estimated quantities, or from any unanticipated difficulties which may arise during the WORK until final acceptance by the COUNTY.
- B. Payment for the various items on the Contractor's Bid Form, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles and for all labor, operations, supervision, overhead, profit, and incidentals appurtenant to the items of work being described as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.
- C. No separate payment will be made for any item that is not specifically set forth on the Contractor's Bid Form and all costs therefore shall be included in the prices named on the Contractor's Bid Form for the various appurtenant items of work. Payment for complying with the safety requirements for construction on the work site shall be included in the contract unit price paid for the various items of work wherein it is required, and no separate payment will be made therefore.
- D. The total Bid Amount shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the WORK, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment and tools; including all costs and expenses for taxes, commissions, transportation charges and expenses, permit fees, patent fees, royalties, handling and tests; and performing all necessary labor and supervision to fully complete the WORK shall be included in the bid. All work not specifically set forth as a pay item on the CONTRACTOR's Bid Form shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included in the unit prices bid.
- E. All estimated quantities should be used as a basis of payment. All estimated quantities stipulated on the CONTRACTOR's Bid Form are approximate and are

to be used only (a) as a basis for estimating the probable cost of the WORK and (b) for the purpose of comparing the bids submitted for the WORK. The actual amounts of work done and materials under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished unless it exceeds the estimated quantities in which case a change order must be approved prior to payment for quantities exceeding the estimated quantity.

- F. The CONTRACTOR shall field verify all quantities and dimensions shown on the Drawings or contained in the Contract Specifications.
- G. The CONTRACTOR shall be responsible for establishing contracts with its subcontractors, which have a measurement and payment in accordance with this Section. If the CONTRACTOR establishes a contract with its subcontractors, which is in conflict with this Section, any additional cost incurred will be borne by the CONTRACTOR.
- H. Restoration is not a separate pay item but is considered to be an integral part of the work under the contract, and all contract bid prices include the cost of restoration necessitated by the work related to that bid item. Restoration includes existing structure and property, paving, stabilized roads, drainage piping and ditches, catch basins, head walls, yard culverts, driveways, lawns and ground areas, walkways, and irrigation systems, which are altered, removed or damaged during construction. Cleanup is an integral part of restoration.

1.02 COMPUTATION OF QUANTITIES

- A. Measurement of quantities expressed as area shall be based upon a horizontal, planimetric projection to the work limits as determined by survey record drawings prepared by a surveyor licensed in the State of Florida. Cost of surveying shall be paid by CONTRACTOR, and incorporated into Bid Items, as appropriate.
- B. Measurement of linear items will be for quantities actually field installed to the specified work limits, based upon surveyed stations recorded along the straight or curved centerline of each respective item. Measurement conducted by survey is to be conducted by the CONTRACTOR's approved Florida licensed land surveyor. Vertical components of a length: for example, a lateral vertical riser shall be included in the CONTRACTOR's unit cost for the horizontal length installed. Additional length of material for payment shall not be given for vertical components.
- C. Payment will be made to the limits as specified in the Contract Documents. If the constructed limits are less than the specified limit, payment will be made to the actual limits of construction as shown on the Record Drawings. Payment for quantities that exceed the specified contract limits will only be made with the approval of the COUNTY with acceptable supporting documentation from the CONTRACTOR.

- D. No partial payments shall be made for the installation of items which have not been tested and approved.
- E. Payment will be made monthly until completion of each unit price item based on quantity completed by CONTRACTOR, and verified by the COUNTY. Final payment will be based on quantity calculated from Record Drawings prepared by a Florida Licensed Land Surveyor and confirmed by field measurement by the COUNTY and ENGINEER.
- F. Payment for Lump Sum items will be made as described for each individual lump sum Bid Item, as described in Part 3 of this Section.

1.03 VARIATIONS IN ESTIMATED QUANTITIES

- A. The quantities given in the Contract Documents are approximate, and are given as a basis for the uniform comparison of bids. The COUNTY does not expressly, or by implication, agree that the actual amount of work will correspond therewith.
- B. The CONTRACTOR must provide, for Unit Price WORK, a proposed contract price determined on the basis of estimated quantities required for each item. The estimated quantities of items are not guaranteed and are solely for the purpose of comparing bids. Each such unit will be deemed to include an amount for overhead, profit and indirect costs for each separately defined item.

1.04 BID FORM

- A. The Bid Form for the items contained within this Section can be found in the contract documents.

PART 2 - PRODUCTS

2.01 DESCRIPTION

- A. Housing Structure – One (1) 10' x 8'x 8' Shipping Container
- B. Used Oil Tanks – Two (2) 150 Gallon Double Walled Used Oil Tanks

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. Item No. 001 – Mobilization/Demobilization (Lump Sum)
 - 1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 - 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. Item includes, but not limited to, performance of preparatory paperwork and

construction operations, movement of personnel and equipment to the project site, safety equipment and furnishing, and installing at the beginning of the project as well as removing and disposing at the conclusion of the project, required facilities to begin work on a substantial phase of the Contract.

The Contract Price for mobilization/demobilization shall be subject to the following provisions:

- a. Partial payments for mobilization/demobilization will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Submittal/completion of items listed in Section 01 50 05, Part 1.01A	25
10 percent total contract amount earned	40
25 percent total contract amount earned	60
50 percent total contract amount earned	80
100 percent total contract amount earned	100

The final payment for mobilization/demobilization will not be made until all temporary facilities, temporary erosion and sedimentation controls, equipment, and appurtenances have been removed from the site.

B. Item No. 002 – Project Survey and Record Drawings (Lump Sum)

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item shall be on a lump sum basis as described below. No price adjustments will be made for this item due to changes in the work. This item consist of all surveying and control required by the Contract Documents. Surveying shall be performed as described in the technical specifications. This WORK includes establishment of appropriate local site benchmarks, baseline surveys, location of utilities, stakeout of elevation and positional information required to complete the construction, progress payment surveys, and obtaining all survey information required to compile Record (As-Built) Drawings as required by the Contract Documents. As-built drawings must be signed and sealed

by a surveyor licensed in the State of Florida.

The Contract Price for Project Survey shall be subject to the following provisions:

- a. Partial payments for surveying will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Final Survey - Record Drawings and As-Built signed and sealed survey as required	100

The following defines complete documents for the surveys notated above:

Final Survey - Record Drawings and As-Built: The final survey will include all features of the project installed as part of the construction project and all existing features within the limits of construction.

- C. Item No. 003 – Remove existing asphalt for concrete pad
 1. Measurement. Installation of subgrade material will be measured on a square yard basis.
 2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- D. Item No. 004 – Disposal of Asphalt
 1. Measurement. Disposal will be measured on a tonnage basis.
 2. Payment. Payment for this item will be at the contract unit price per ton. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- E. Item No. 005 – Excavation (Depth 1 ft)
 1. Measurement. Excavation will be measured on a square yard basis. Depth of excavation will be one foot.
 2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material,

labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

F. Item No. 006 – 12” Stabilized Subgrade for concrete pad

1. Measurement. Installation of subgrade material will be measured on a square yard basis.
2. Payment. Payment for this item will be at the contract unit price per square yard, including placement and compaction test results. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

E. Item No. 007 – 8” Limerock Subgrade for concrete pad

1. Measurement. Installation of subgrade material will be measured on a square yard basis.
2. Payment. Payment for this item will be at the contract unit price per square yard, including placement and compaction test results. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

F. Item No. 008 – 6” Reinforced concrete pad

1. Measurement. Measurement for this item shall be on a completed and installed square yard basis.
2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

G. Item No. 009 – Compaction Testing for 12” Subgrade & 8” Subgrade, soil field-moisture, lab proctor density test, field compaction test

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.

H. Item No. 010 – Concrete Sampling & Testing

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.
- I. Item No. 011 – Parking Stripping
1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.
- J. Item No. 012 – Concrete Wheel Stoppers
1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- K. Item No. 013 – Handicapped sign
1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 1. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- L. Item No. 014 – Free-Standing Sign
2. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 1. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- M. Item No. 015 & 016 – Removable bollards & Permanent bollards

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- N. Item No. 017 – Shipping container (10’x8’x8’)
1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- O. Item No. 018 – Collection Tanks (150 gallons)
1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- P. Item No. 019 – Installation of Shipping Container & Used Oil Tanks (using forklift) including labor
1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- Q. Item No. 020 – Twisted Anchor Locks – Dovetail
1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
 2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

R. Item No. 021 – Hexapave-Grid Grass

1. Measurement. Measurement for this item shall be on a completed and installed square feet basis.
2. Payment. Payment for this item will be at the contract unit price per square feet. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

S. Item No. 022 – Absorbent Material (vermiculite) – 40 cubic feet of material

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

T. Item No. 023 – Temporary traffic diversion and control signage and measures

1. Measurement. Measurement for this item shall be on a completed lump sum basis.
2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Reimbursable expenses for permit fees will be processed once proof of payment has been provided by the contractor.

END OF SECTION

SECTION 01 20 10

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

This Section specifies administrative and procedural requirements for project meetings including but not limited to:

- A. Pre-construction Conference
- B. Progress Meetings
- C. Coordination Meetings

1.02 DESCRIPTION

- A. The COUNTY will schedule and administer a preconstruction conference, weekly construction progress meetings, and specially called meetings throughout the progress of work. The CONTRACTOR will be responsible for preparing the agenda, making arrangements, preparing the meeting summaries, and presiding at these meetings.
- B. Representatives of CONTRACTOR, Subcontractor(s), and Suppliers attending these meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.03 PRECONSTRUCTION CONFERENCE

After award of the contract, but prior to the notice to proceed, a joint meeting shall be held with representatives of the COUNTY, ENGINEER, CONTRACTOR, including the Project Superintendent, and other invited parties which may be affected by the project.

This meeting is intended to introduce the various key personnel from each organization and to discuss the Contract Documents, the start of construction, order of work, labor and legal requirements, names of the major subcontractors, method of payment, shop drawing submittal schedule, protection of existing facilities and other pertinent items associated with the Project. The CONTRACTOR shall bring five (5) copies of a construction schedule, schedule of values, and shop drawing submittal log to this meeting.

The suggested agenda for the preconstruction meeting is as follows:

- A. Introduction of key personnel and roles

- B. Overview of project
 - 1. Project summary
 - 2. Contract completion time
 - 3. Liquidated damages
 - 4. Guarantee of work
- C. Project schedule
- D. Critical work sequencing
- E. Labor requirements
- F. Relationship and coordination with:
 - 1. Other Contracts
 - 2. On-going Trash recycling center operations
- G. Use of premises
 - 1. Site access and traffic control
 - 2. Office, work and storage areas
 - 3. Temporary facilities/utilities
 - 4. Safety and first aid procedures
 - 5. Security procedures
 - 6. Posting of signs
 - 7. Clean-up procedures
 - 8. Other County requirements
- H. Procedures and processing of:
 - 1. Shop drawings
 - 2. Applications for payment
 - 3. Partial payments
 - 4. Change orders

- 5. Requests for information
- 6. Record documents
- I. Construction facilities controls
- J. Staking of work
- K. Equipment to be used
- L. Material/manufacturers/suppliers to be used
- M. Major equipment/material deliveries
- N. On-site material storage requirements
- O. Project inspections
- P. Record documentation

1.04 PROGRESS MEETINGS

During the course of the Contract, progress meetings will be organized weekly, or as needed, and conducted by the COUNTY and/or ENGINEER to discuss the progress of the Work. Depending on the project progress and schedule, the COUNTY reserves the right to request meetings every other week instead of weekly. The CONTRACTOR and Project Superintendent shall attend these meetings.

The suggested agenda for these meetings:

- A. Review summary of previous meeting
- B. Work progress
 - 1. Since last meeting
 - 2. Expected progress during next work period
- C. Field observations, problems, conflicts
- D. Construction schedule
 - 1. Problems which impede the construction schedule
 - 2. Revisions to schedule
 - 3. Critical/long-lead items
 - 4. Off-site fabrication and delivery schedules

- E. Coordination of work items with County activities
- F. Shop drawing submittals
 - 1. Status of reviews
 - 2. Submittal requirements
 - 3. Remaining submittals
- G. Record documents
 - 1. Well logs, pipe installation records
 - 2. Photographs
 - 3. Red-line mark-ups
 - 4. Survey Notes
- H. Maintenance of quality standards
- I. Pending changes and substitutions
 - 1. Effect on construction schedule and on completion date
 - 2. Effect on other Contracts of the project
- J. Other Business

1.05 COORDINATION MEETINGS

Coordination meetings will be organized as needed unless the specific subject warrants an immediate meeting and cannot wait to be discussed during the next scheduled progress meeting. The CONTRACTOR and Project Superintendent shall attend these meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 10

CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.01 PRE-CONSTRUCTION MEETING SUBMITTALS

- A. At the pre-construction meeting, the CONTRACTOR shall submit the following items to the COUNTY and ENGINEER for review:
 - 1. A preliminary schedule of Shop Drawings submittals and target dates for the project prior to start of construction.
 - 2. Schedule of values that will be used for payment applications.
 - 3. A list of any and all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
 - 4. Health and Safety Plan.

1.02 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, five (5) copies of each submittal. The term “submittal” as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER 15-day minimum prior planning work activity to allow review of same by the ENGINEER, and to accommodate the rate of construction progress required under the Contract. Should any submittal be a part of any schedule milestone and is considered to be unacceptable by the COUNTY, the appropriate milestone shall be considered as not having been met until a complete and properly detailed submittal is received.
- B. Attach to the front of each submittal a title sheet stating the pertinent product information submitted and reference the appropriate Specification Section and Paragraph. Apply stamp, signed or initialed, certifying that all quantities, dimensions, field construction criteria, materials, catalog numbers, and specified performance criteria has been reviewed in accordance with the requirements of the Work and the Contract Documents.

If this information is not provided with each submittal, the submittal shall be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

- C. All shop drawings or other submittals shall be accompanied by the COUNTY's standard submittal transmittal form, or other form mutually agreed upon at the pre-construction meeting. Any submittal not accompanied by the approved form or if all applicable items on the form are not completed, the submittal will be returned to the CONTRACTOR without action taken by the ENGINEER.
- D. Normally, a separate transmittal form shall be used for each specific unrelated item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that this helps speed the review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.
- E. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with comments noted thereon, within 15 calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The COUNTY reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submittal.
- F. If a submittal is returned to the CONTRACTOR marked "**NO EXCEPTIONS TAKEN**," formal revision and resubmission of said submittal will not be required.
- G. If a submittal is returned to the CONTRACTOR marked "**MAKE CORRECTIONS NOTED**," formal revision and resubmission of said submittal will not be required. However, CONTRACTOR shall address the comments/corrections in the final Work. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- H. If a submittal is returned to the CONTRACTOR marked "**AMEND - RESUBMIT**," the CONTRACTOR shall revise said submittal per ENGINEER's comments and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- I. If a submittal is returned to the CONTRACTOR marked "**REJECTED - RESUBMIT**," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- J. Fabrication of an item **shall not** commence before the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "**NO EXCEPTIONS TAKEN**" or "**MAKE CORRECTIONS NOTED**." Revisions indicated on submittals shall be considered as changes necessary to

meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

- K. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct. CONTRACTOR shall use the COUNTY-approved shop drawing stamp agreed upon at the pre-construction meeting. No consideration for review by the ENGINEER of any CONTRACTOR submittals will be made for any items which have not been so certified by the CONTRACTOR. **All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.**
- L. The ENGINEER's review of the CONTRACTOR submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the CONTRACTOR submittals. Any fabrication or other work performed in advance of the receipt of approved submittals shall be entirely at the CONTRACTOR's risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.
- M. Product Data
 - 1. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, reference it to Specification Section and Paragraph number. Show reference standards, performance characteristics, and capacities; dimensions; and required clearances.
 - 2. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
 - 3. Failure to follow the guidelines in paragraphs 1 and 2 above shall be grounds for rejection of CONTRACTOR submittals.
- N. CONTRACTOR shall notify ENGINEER in writing, at time of submittal, of proposed deviations from requirements of Contract Documents.

1.03 CONTRACTOR'S PROJECT SCHEDULES

- A. The schedule shall be comprehensive, covering both activities at the site of the Work and offsite activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic and shall be revised as necessary to meet this requirement. The CONTRACTOR shall promptly advise the COUNTY and ENGINEER of any occurrence that may impact the schedule. No revision to the schedule can be made without approval from the COUNTY and ENGINEER.

- B. The detailed schedule and each revision thereof shall be subject to approval by the COUNTY and ENGINEER for conformity with the requirements of the Contract Documents. The CONTRACTOR shall assist the COUNTY and/or ENGINEER in reviewing and evaluating each schedule furnished. Disapproved schedules returned to the CONTRACTOR shall be revised to correct the defects noted and shall be resubmitted to the COUNTY within five (5) calendar days after receipt.
- C. When required to perform and complete the changed Work in accordance with the revised schedule, the CONTRACTOR shall provide additional labor, materials, equipment, or other factors of production in excess of those in use before the changed Work was ordered.

1.04 RECORD DRAWINGS

- A. CONTRACTOR's Record Drawings shall be maintained in accordance with this Section, Section 01 70 30. The CONTRACTOR shall keep and maintain at the job site one set of draft redline Drawings.
 - 1. On these, the CONTRACTOR shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction.
 - 2. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated or which were not indicated on the Contract Drawings.
 - 3. Redline Drawings shall be supplemented by any detailed sketches or typewritten changes to the Specifications, as necessary or directed, to indicate fully the Work as actually constructed.
 - 4. These master Redline Drawings shall be the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by the addenda, change orders, and the like.
 - 5. Redline Drawings shall be maintained up-to-date during the progress of the Work and available for inspection by the COUNTY and ENGINEER.
- B. Redline Drawings shall be accessible to the ENGINEER and COUNTY at all times during the construction period and shall be delivered to the ENGINEER upon Substantial Completion of the Work.
- C. Requests for partial payments will not be approved if the Redline Drawings are not kept current and not until the completed Redline Drawings showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents have been inspected by the ENGINEER or COUNTY.

- D. Final payment will not be approved until the CONTRACTOR-prepared Record Drawings have been approved by the ENGINEER as described in the Special Conditions.
- E. Upon Substantial Completion of the Work and prior to final acceptance, the CONTRACTOR shall complete and deliver a preliminary set of Record Drawings and Pipe Route Survey Table to both the COUNTY and ENGINEER for review, conforming to the construction records of the CONTRACTOR.
 - 1. The CONTRACTOR shall take care in reviewing the preliminary Record Drawings and Survey Data for accuracy and completeness.
 - 2. If more than one review of the Record Drawings and Survey Data is required, the CONTRACTOR shall reimburse the COUNTY for the time-and-materials cost for the ENGINEER's subsequent reviews.
 - 3. The Record Drawings shall be generated using AutoCAD 2023 computer software or newer and consist of corrected plans showing the reported location of the Work.
 - 4. Upon the ENGINEER's acceptance of the Record Drawings, the CONTRACTOR shall provide five (5) complete sets of Record Drawings to the ENGINEER.
 - 5. The information submitted by the CONTRACTOR will be assumed to be reliable, and the ENGINEER will not be responsible for the accuracy of such information, nor for any errors or omissions, which may appear on the Record Drawings as a result.

1.05 PROGRESS REPORTS

- A. A progress report shall be furnished to the COUNTY with each application for progress payment. If the Work falls behind schedule, the CONTRACTOR shall submit additional progress reports at such intervals as requested.
- B. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to the COUNTY and ENGINEER, must be substantiated with satisfactory evidence.
- C. Each progress report shall include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of working days required to complete each.

1.06 SURVEY DATA

All field books, notes, as-built, photographs, sketches and other data developed by the CONTRACTOR in performing the surveys required by the Work shall be available to the ENGINEER and COUNTY for examination throughout the construction period. All such data shall be submitted to the COUNTY with documentation required for final acceptance of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 SITE INVESTIGATION AND CONTROL

- A. CONTRACTOR shall verify all dimensions in the field and check field conditions continuously during construction. CONTRACTOR shall be solely responsible for any inaccuracies built into the WORK due to CONTRACTOR's failure to comply with this requirement.
- B. CONTRACTOR shall inspect related and appurtenant WORK and report in writing to COUNTY and ENGINEER any conditions which will prevent proper completion of the WORK. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at CONTRACTOR's sole cost and expense.

1.02 INSPECTION OF THE WORK

- A. All work performed by the CONTRACTOR shall be inspected by the CONTRACTOR and designated COUNTY PROJECT MANAGER and nonconforming WORK shall be noted and promptly corrected. The CONTRACTOR and ENGINEER are responsible for the WORK conforming to the Contract Documents.
- B. The WORK shall be conducted under the general observation of the PROJECT MANAGER and is subject to inspection by representatives of the COUNTY acting on behalf of the COUNTY to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The PROJECT MANAGER or any inspector(s) shall be permitted access to all parts of the WORK, including plants where materials or equipment are manufactured or fabricated.
- C. The presence of the PROJECT MANAGER or any inspector(s), however, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the WORK in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the PROJECT MANAGER or any inspector(s). Inspection of WORK later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming WORK. The acceptance of nonconforming WORK shall be approved by the COUNTY when adequate compensation is offered, and it is in the COUNTY's best interest.
- D. All materials and articles furnished by the CONTRACTOR shall be subject to inspection, and no materials or articles shall be used in the WORK until they have

been inspected and accepted by the PROJECT MANAGER or other designated representative. No WORK shall be backfilled, buried, hidden, or otherwise covered until it has been inspected. Any WORK so covered in the absence of inspection shall be subject to uncovering at the CONTRACTOR's expense. Where uninspected WORK cannot be uncovered, such as in concrete cast over reinforcing steel, all such WORK shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed.

1.03 TIME OF INSPECTION AND TESTS

- A. Any test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. CONTRACTOR shall furnish and prepare all required test specimens at CONTRACTOR's own expense. Whenever the CONTRACTOR is ready to backfill, bury, hide, or otherwise cover any WORK under this Contract, the PROJECT MANAGER shall be notified not less than 24 hours in advance to request an inspection before beginning any such WORK of covering. Failure of the CONTRACTOR to notify the PROJECT MANAGER at least 24 hours in advance of any such inspections shall be reasonable cause for the PROJECT MANAGER to order a sufficient delay in the CONTRACTOR's schedule to allow time for such inspection, any remedial, or corrective work required, and all costs of such delays, including its impact on other portions of the WORK, shall be borne by the CONTRACTOR.

1.04 TESTING

- A. When not otherwise specified, all testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered. However, the COUNTY reserves the right to use any generally-accepted system of inspection which, in the opinion of the ENGINEER, will ensure the COUNTY that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the WORK to meet any of the qualitative requirements of the Contract Documents, shall be reasonable cause for

the ENGINEER to require the removal or correction and reconstruction of any such WORK.

- D. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER shall have the right to independently select, test, and analyze, at the expense of the COUNTY (only with prior approval by the COUNTY), additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the CONTRACTOR to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the WORK is discovered, as a result of such independent testing or investigation by the ENGINEER, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such WORK shall be borne by the CONTRACTOR.

1.05 RIGHT OF REJECTION

- A. The PROJECT MANAGER or designated representative, acting for the COUNTY, shall have the right at all times and places to reject any articles or materials to be furnished hereunder which, in any respect fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the WORK at the site. If the PROJECT MANAGER or designated representative, through an oversight or otherwise, has accepted materials or WORK which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected.
- B. CONTRACTOR shall promptly remove or replace rejected articles or materials from the site of the WORK after notification of rejection.
- C. All costs of removal and replacement of rejected articles or materials, as specified herein, shall be borne by the CONTRACTOR.
- D. Failure to promptly remove and replace rejected work shall be considered a breach of this specification and the COUNTY may after 7 days notice, terminate the CONTRACTOR'S right to proceed with the affected work and remove and replace the WORK and issue a backcharge to cover the cost of the WORK.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00

SITE CONDITIONS SURVEYS

PART 1 - GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall perform, or obtain other professional subcontractors to complete surveys that meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code, to document elevations, grades, locations, maintain survey control during construction, and perform related field engineering as specified in the Contract Documents.
- B. The CONTRACTOR shall provide civil, structural or other professional engineering services specified or required to execute the CONTRACTOR'S construction methods.

1.02 SURVEY REFERENCE POINTS

- A. The CONTRACTOR shall locate reference points prior to starting WORK, and shall protect and preserve all permanent reference points during construction. The COUNTY shall provide control elevations and coordinates for the reference points to be used by CONTRACTOR.
 - 1. CONTRACTOR shall make no changes or relocate any reference point without prior written notice to the ENGINEER.
 - 2. CONTRACTOR shall report to the ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. CONTRACTOR, at no additional cost to the COUNTY, shall replace and resurvey reference points that have been lost or destroyed. The replaced reference point shall be surveyed by a registered, professional land surveyor. Replacement will be based on original survey control.
- B. Prior to any work, the CONTRACTOR shall immediately notify the ENGINEER and COUNTY of any discrepancies with the reference points from the coordinates and elevations provided.

1.03 RECORD DRAWINGS

- A. All survey record documents, submitted to the ENGINEER for progress review, do not require the signature of a Professional Land Surveyor; however, a final record drawing set shall be signed and sealed by a Professional Land Surveyor registered in the State of Florida.

- B. Submitted survey record documents shall include the following:
1. As stages of the WORK are completed, submit a site survey. The Record Drawing information shall be submitted on 24-inch by 36-inch sheets, as well as AutoCAD drawing files electronically.
 2. AutoCAD drawing file requirements: Contour lines shall be continuous, unbroken polylines with a width of zero and an elevation (z-coordinate) assigned according to the elevation of the contour line. All spot elevations shall have horizontal controls with vertical z-coordinates. Contours shall be at 1-foot intervals, with index contours at every fifth interval. Objects in the drawing shall be drawn to scale.
 3. All survey information submitted shall be on the State Coordinate System based on the monuments provided by the COUNTY.
 4. All submitted Record Drawings shall have the COUNTY-provided monuments shown on the drawings for the purposes of orientation, both horizontally and vertically.
 5. If multiple sheets are required, each sheet shall include match lines.

1.04 SUBMITTALS

- A. The CONTRACTOR shall submit the name and address of the surveyor to the ENGINEER at least one week prior to the pre-construction survey.
- B. The CONTRACTOR shall submit documentation signed by a Florida Licensed Land Surveyor, certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certifying variances from the Contract Documents.
- C. The CONTRACTOR shall provide and submit to the ENGINEER for approval, a signed and sealed drawing, representing the horizontal and vertical limits, as follows:
1. Preconstruction Survey: Prior to performing any earthwork, a preconstruction survey of the site must be provided to the ENGINEER for review. The preconstruction survey shall include:
 - a. Survey of existing conditions within the limits of construction.
 - b. Note all above ground structures, piping, and features including those features which may or will be impacted by the work, and shall include the areal extent of sod that must be removed in order to enable the work to proceed.

2. Final Survey - Record Drawings and As-Built: The final survey will include all features of the project installed as part of the construction project and all existing features within the limits of construction.
3. Substantial completion cannot be granted until a draft set of Record Drawing, in both hardcopy and AutoCAD format, are submitted to the COUNTY and ENGINEER for review.
4. Final completion cannot be granted until certified Record Drawings (hardcopy and AutoCAD) signed and sealed by a Florida licensed Professional ENGINEER or Land Surveyor are submitted to and approved by the COUNTY and ENGINEER.
5. Partial Surveys of Work: It is understood that the CONTRACTOR may elect to survey each section separately. Partial surveys must be submitted to the ENGINEER to determine that the section the CONTRACTOR is requesting to continue working in meets the design requirements. The CONTRACTOR may not continue work until the partial survey is approved. Partial surveys are not required to be signed and sealed at the time of submittal, however, the partial surveys used to compile the complete survey for each of the surveys listed above, must not deviate from the partial survey submitted and the complete survey must be certified for submittal.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SURVEYING

- A. The CONTRACTOR shall be responsible for the preservation of all benchmarks, stakes, and marks. If any benchmarks, stakes, or marks are disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any WORK until he has established such points, marks, lines and elevations as may be necessary for the prosecution of the WORK.

The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.

- B. All surveys shall meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code. Surveys shall include (but are not limited to) grading, structure locations and pavement elevations, pipe inverts, piping, and other permanent structures.
- C. The topographic information collected shall be taken on a 50 foot by 50 foot, at a minimum, to provide an accurate representation of the contour topography (i.e.,

spot elevations, grade breaks, ditches, mounds, etc. Refer to Section 31 20 00, Excavation, Trenching, Backfilling, and grading for additional pipe survey requirements.

3.02 RECORD KEEPING/AS-BUILTS

- A. The surveyor shall maintain a complete, accurate log of all control and survey WORK as it progresses. This log shall be available for periodic review by the ENGINEER.
- B. Grade elevations and locations will be required at certain phases (or stages) of construction. The CONTRACTOR'S Florida Licensed Land Surveyor will provide and maintain as-built notes and a finished as-built drawing at the completion of each phase as listed in Paragraph 1.04 of this Section. Each phase must be accepted by the ENGINEER in writing before the start of the next phase. Record Drawings reflecting elevations and location information shall be submitted to the ENGINEER.

3.03 TOLERANCES

- A. Documents and all surveys shall match the scale of contract drawings. General elevations and grade shall have a tolerance of 0.1 feet vertical and 0.5 feet horizontal with the following exceptions:
 - 1. A stated specific elevation shall be constructed to that exact elevation.
 - 2. If a minimum thickness of material is required then that thickness shall be met and not subject to a tolerance.

3.04 PARTIAL SURVEYS

- A. Should sequence of construction selected by the CONTRACTOR be such that the WORK is to be completed in phases (or stages) then, copies of the surveyor's official field notes for each phase (or stage) shall be submitted to the ENGINEER for approval. The field notes shall be signed and dated by the surveyor performing the survey. The field notes shall include the design elevation, the as-built information, and the differences in elevation. Upon completion of each layer (i.e. all surveys as outlined in Part 1.04), a complete record drawing, reflecting the submitted field note information and meeting the requirements outlined for Record Drawings in this Section, shall be submitted to the ENGINEER for approval.

3.05 ACCEPTANCE OF WORK

- A. As-built surveys and red lines shall be submitted by the CONTRACTOR with each monthly pay application to document work performed. AutoCAD files in the specified formats by this section shall be submitted for review with the pay applications.

- B. One (1) draft copy of the complete Record Drawings (high-resolution pdf) shall be submitted for review at substantial completion. Substantial completion will not be granted until submittal of the draft Record Drawings in both high-resolution pdf and AutoCAD electronic format.
- C. One (1) signed and sealed certified set of Record Drawings, including high-resolution pdf of signed and sealed set, and AutoCAD electronic files shall be submitted for final acceptance of the project. The submittal of Record Drawings shall be a requirement for granting final completion of the project. Liquidated damages may be imposed in accordance with the Contract Documents if the certified Record Drawings are not submitted for final completion.

END OF SECTION

SECTION 01 50 05

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, bonds, and insurance; transportation to the site of all equipment and construction facilities; and all other preparatory work and operations required for the proper performance, clean-up, and completion of the WORK. Mobilization shall include the following submittals:
 - 1. Established fire protection and safety program.
 - 2. Required permits.
 - 3. Finalized detailed construction schedule, approved by the COUNTY and ENGINEER.
 - 4. Finalized schedule of values of the WORK in the COUNTY's approved format.
 - 5. Finalized schedule of submittals, approved by the COUNTY and ENGINEER.
- B. Demobilization includes removing from the site any private or public properties which are accessed by the CONTRACTOR to perform the WORK, all resources, equipment, materials, temporary support facilities, utilities, and all remaining construction debris at the completion of the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 10

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. General. CONTRACTOR shall provide facilities and equipment that are adequate for the performance of the WORK under this Contract within the time specified. All facilities and equipment shall be kept in satisfactory operating condition, capable of safely and efficiently performing the required WORK, and subject to inspection and approval by COUNTY designated PROJECT MANAGER at any time for the duration of the Contract. All WORK hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. The COUNTY is not requiring the use of temporary facilities for this project. However, if the CONTRACTOR does utilize any temporary facilities, the requirements of this Section apply.
- C. If CONTRACTOR uses a designated area, agreed upon with the COUNTY to stage the CONTRACTOR field office trailer, the CONTRACTOR will be responsible for coordinating with the utility provider to bring service to the trailer area from existing utilities. CONTRACTOR required to pay for all electrical connection services at no cost to COUNTY.
- D. Separate Contracts. Whenever portions of the WORK hereunder are let under separate contracts, all of the provisions of this Section shall apply to each such prime contractor, including the requirements for separate field offices and communications facilities.

1.02 POWER AND LIGHTING

- A. Power. CONTRACTOR shall provide, at CONTRACTOR's own expense, all necessary power required for CONTRACTOR's operations under the Contract and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.
- B. Construction Lighting. All WORK conducted at night or under conditions of insufficient daylight shall be suitably lighted to ensure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- C. Approval of Electrical Connection. All temporary connections for electricity shall be subject to approval by PROJECT MANAGER and the power company representative and shall be removed in like manner at CONTRACTOR's expense prior to final acceptance of the WORK.

- D. Separation of Circuits. Unless otherwise permitted by PROJECT MANAGER, circuits separate from lighting circuits shall be used for all power purposes.
- E. Construction Wiring. All wiring for temporary electric light and power shall be properly installed and maintained and securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Standards for Construction and local code.

1.03 WATER SUPPLY

- A. General. CONTRACTOR may utilize existing, on-site sources of non-potable water, for construction purposes, following coordination with COUNTY.
- B. Liability. CONTRACTOR shall be solely liable for any claims arising from CONTRACTOR's use of COUNTY supplied water.
- C. Potable Water. Drinking water on the site during construction shall be furnished by CONTRACTOR and shall be potable water furnished in approved dispensers. Notices shall be posted conspicuously throughout the site warning CONTRACTOR's personnel of non-potable water sources.
- D. Water Connections. CONTRACTOR shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said system. For each such connection made, CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.
- E. Removal of Water Connections. Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition or better and to the satisfaction of the PROJECT MANAGER and the agency owning the affected utility.
- F. Fire Protection. Portable fire extinguishers, hose connections, hoses, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires that occur in any portion of the WORK, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards of Construction.

1.04 SANITATION

- A. Toilet Facilities. CONTRACTOR shall provide portable toilets at CONTRACTOR's expense.

- B. Sanitary and Other Organic Wastes. CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by CONTRACTOR or organic material wastes from any other source related to CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the PROJECT MANAGER and in accordance with all laws and regulations pertaining thereto.
- C. Waste Disposal. Disposal of all such wastes not covered in Part 1.04 B, above, shall be at CONTRACTOR's expense. CONTRACTOR shall open an account with the COUNTY for the disposal of wastes generated by the CONTRACTOR that are not associated with excavation activities.

1.05 COMMUNICATIONS

- A. Telephone Services. CONTRACTOR shall provide and maintain at all times during the progress of the WORK, at CONTRACTOR's own expense, not less than one phone number that can be reached by project personnel at any time.

1.06 SAFETY

- A. General. Jobsite safety is the CONTRACTOR's responsibility. Appropriate first aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the WORK. All persons within the construction area shall be required to wear protective helmets and green/yellow safety vests.
- B. Public Safety. During the performance of the WORK, CONTRACTOR shall erect and maintain temporary fences, bridges, railings, and barriers and take all other necessary precautions and place proper guards and warning signs for the prevention of accidents. CONTRACTOR shall erect and maintain suitable and sufficient lights and other signals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 30

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. CONTRACTOR shall protect all existing utilities and improvements not designated for removal and restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.
- B. CONTRACTOR shall determine the exact locations and depths of all utilities indicated on the Drawings which affect the WORK. In addition to those indicated, CONTRACTOR shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to CONTRACTOR's WORK. When such exploratory excavations show the utility location as indicated on the drawings to be in error, CONTRACTOR shall notify COUNTY designated PROJECT MANAGER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and depth of the utility.

1.02 RIGHTS-OF-WAY

- A. CONTRACTOR shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall CONTRACTOR enter upon the rights-of-way involved until notified by the PROJECT MANAGER that the COUNTY has secured authority therefore from the property owner. After authority has been obtained, CONTRACTOR shall give said owner due notice of CONTRACTOR intention to begin WORK, and shall give said owner convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure and for replacing same. When two (2) or more Contracts are being executed at one time on the same or adjacent land in such manner that WORK on one Contract may interfere with that on another, the COUNTY shall decide which CONTRACTOR shall have priority to perform and in what manner. When the territory of one Contract is the necessary or convenient means of access for the execution of another Contract, such privilege of access or any other reasonable privilege may be granted by the COUNTY to the CONTRACTOR so desiring, to the extent, amount, manner, and times permitted. No such decision regarding the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage,

except as provided for temporary suspension of the WORK in the General Conditions of the Contract.

1.03 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. CONTRACTOR shall protect all utilities and other improvements which may be impaired during construction operations. It shall be CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the drawings that will be encountered in his construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines for uninterrupted service and such special protection as may be directed by the PROJECT MANAGER.
- B. County's Right of Access. The right is reserved to the COUNTY and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- C. Known Utilities. Existing utility lines that are shown on the drawings or the locations of which are made known to the CONTRACTOR prior to excavation that are to be retained and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by CONTRACTOR at CONTRACTOR's expense.
- D. Unknown Utilities. If CONTRACTOR damages any existing utility lines that are not shown on the drawings or the locations of which are not made known to CONTRACTOR prior to excavation, or were, or could not have been verified or located by the CONTRACTOR prior to starting work in accordance with the General Conditions, a written report thereof shall be made immediately to the PROJECT MANAGER. The contractor shall be fully responsible for the repair and restoration of the affected utility at their own expense. All repairs must be completed in accordance with applicable codes and standards and coordinated with the relevant utility provider.
- E. Approval of Repairs. All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement before being concealed by backfill or other work.
- F. Relocation of Utilities. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, CONTRACTOR shall at CONTRACTOR's own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the PROJECT MANAGER and the OWNER of the facility. In all

cases of temporary removal or relocation, restoration to former location shall be accomplished by CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- G. Maintaining In Service. All oil and gasoline pipelines, power, telephone, or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the PROJECT MANAGER are made with the OWNER of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, wire, or cable. CONTRACTOR shall be responsible for and shall make good all damage due to CONTRACTOR's operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.04 SUBSURFACE OBSTRUCTIONS

- A. CONTRACTOR shall field determine, before pipeline trenching and associated excavations are begun, the depth and location of existing utilities. Utility locations indicated on the plans were obtained from the records available, but have not been field verified, nor have depths been measured or observed. CONTRACTOR shall submit descriptions, depths, and locations of subsurface obstructions to the PROJECT MANAGER for review.
- B. In excavation, backfilling, and laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits, or structures. If necessary, CONTRACTOR at his own expense shall sling, shore-up, and maintain such structures in operation.
- C. CONTRACTOR shall obtain the permission of and give sufficient notice to the proper authorities of CONTRACTOR's intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.
- D. In the event subsurface structures are broken or damaged in the execution of the WORK, CONTRACTOR shall immediately notify the proper authorities and, at the option of said authorities, either repair the damage at once at his own expense or pay the proper charges for repairing said damage. Repairs shall be made to the satisfaction of the PROJECT MANAGER. CONTRACTOR shall be responsible for any damage to persons or property caused by such breaks or due to his own neglect in reporting and/or repairing such damages.
- E. COUNTY or PROJECT MANAGER will not be liable for any claims made by the CONTRACTOR based on underground obstructions that could have been reasonably identified as being different than that indicated on the plans. CONTRACTOR shall uncover subsurface obstructions in advance of construction

so that the method of avoiding may be determined before the work reaches the obstruction.

1.05 CONFLICTS WITH OTHER UTILITIES

- A. CONTRACTOR shall coordinate and cooperate with the COUNTY to ensure that no damages to existing utilities occur.
- B. All temporary support or minor adjustment which does not require replacement or direct bypass connections to these existing services (such as all direct-buried telephone cables or two-inch and smaller lines) will be the responsibility of the CONTRACTOR.
- C. COUNTY will not be responsible for any delay or inconvenience to the CONTRACTOR resulting from the existence, removal, or adjustment of any public or private utility that could have been reasonably identified. Additional costs incurred as a result thereof shall be borne by the CONTRACTOR and considered as included in the Contract Price.

1.06 UTILITY INVESTIGATION

- A. Prior to commencing with trench or other excavations required for the performance of the WORK, CONTRACTOR shall conduct a field investigation for the purpose of determining existing locations of all underground utilities and facilities which are shown on the drawings. The investigation shall be made by hand or machine excavation. All such excavations shall include removal of surface material and obstructions required to perform the excavations. CONTRACTOR shall provide sheeting, shoring, and bracing, as required, to minimize the required size of the excavation and support adjacent ground, structures, roadways, and utilities. After the data is obtained at each excavation site, CONTRACTOR shall immediately backfill each excavation site. Backfill shall be compacted sand for the full depth. The surface shall be returned to its original grade and condition except that paved areas may be temporarily surfaced and maintained where excavations required for the performance of the WORK coincide with the location of the investigative location. CONTRACTOR shall be responsible for all costs associated with repair of roadways, paving, structures, underground and above ground utilities, and facilities damaged in conducting the investigations.
- B. Findings of the investigation shall be reported to the PROJECT MANAGER. The PROJECT MANAGER shall furnish two sets of full size redline drawings for CONTRACTOR's field use in recording the findings of the investigation and for CONTRACTOR's office use in transcribing the field investigation information onto same for submission to the PROJECT MANAGER. CONTRACTOR shall clearly designate all found utilities and facilities discovered whether or not shown on the Contract Drawings. CONTRACTOR shall provide written detailed

description of any underground utility or facility conflicting with the elevation or alignment of the WORK.

- C. CONTRACTOR shall describe size, material, and location of existing underground utilities and facilities. Locations and elevations shall be referenced to project stationing, distance from base line, and project benchmarks.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 50

SITE ACCESS AND TRAFFIC CONTROL

PART 1 – GENERAL

1.01 ROADWAY LIMITATIONS

- A. CONTRACTOR shall make an investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be CONTRACTOR's responsibility to construct and maintain at CONTRACTOR's own expense any haul roads required for its construction operations.

1.02 TEMPORARY PROVISIONS

- A. Street Use. Nothing herein shall be construed to entitle CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder. CONTRACTOR shall so conduct CONTRACTOR's operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas.

1.03 SITE ACCESS

- A. CONTRACTOR's access to the construction site, including all employees, subcontractors, and material deliveries, shall be through the existing main gate entrance.

1.04 CONTRACTOR'S WORK AND STORAGE AREA

- A. The COUNTY designated PROJECT MANAGER will arrange for CONTRACTOR to use a portion of site property as a storage and shop area for CONTRACTOR's construction operations during the term of the Contract, subject to approval by the COUNTY.
- B. The CONTRACTOR will be permitted to store equipment needed for the immediate work on hand adjacent to the work area as approved by the PROJECT MANAGER. Equipment not in use will be returned to the appropriate CONTRACTOR's staging area. All equipment booms shall be lowered at the close of each day's work or when stored.
- C. All equipment shall be parked in the staging area at the close of work each day and whenever it is not in use. Provide temporary parking areas to accommodate construction personnel.

- D. The CONTRACTOR (and his Subcontractors) shall provide all necessary temporary fencing and gates to protect materials and equipment from vandalism. The COUNTY will not be responsible for any vandalized equipment or material stored on the property.
- E. Any area occupied by the CONTRACTOR shall be maintained in a clean and orderly condition satisfactory to the PROJECT MANAGER in compliance with the General Conditions. Particular attention shall be given to the elimination of rubbish or debris in the areas and none shall be left exposed overnight or at other periods of time the work is shut down.
- F. At the completion of the Contract, all CONTRACTOR's and Subcontractor's facilities shall be removed promptly in a workmanlike manner and the area left clean and free of all debris or surplus material in compliance with the General Conditions.
- G. No employees' vehicles will be permitted at the work site, but shall be parked in the staging area or area designated by the COUNTY.
- H. CONTRACTOR shall make arrangements for any offsite storage or shop areas necessary for the proper execution of the WORK hereunder, and all costs therefore shall be borne by the CONTRACTOR.
- I. CONTRACTOR shall remove temporary equipment and facilities when no longer required and shall restore grounds to original or specified conditions.

1.05 BARRICADES AND TRAFFIC CONTROL

- A. The necessary precautions shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operations) as prescribed and set forth in the latest edition of the FDOT Standard Specifications, and the USDOT "Manual on Uniform Traffic Control Devices" (MUTCD). CONTRACTOR shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.
- B. CONTRACTOR shall consult with the PROJECT MANAGER immediately on any vehicular safety or efficiency problem incurred as a result of construction of the project. CONTRACTOR shall immediately install such traffic control barricades, markings, signs, signals, or other devices and measures as may be required to provide for vehicle or worker safety. However, nothing in this Section or the Contract Documents, including the failure of or refusal of the ENGINEER or the COUNTY to require such devices and measures, shall relieve the CONTRACTOR of his responsibility to provide a safe construction zone area at all times. ENGINEER has the right to direct additional traffic control measures to be implemented by CONTRACTOR for safety or efficiency.

- C. Contractor shall provide appropriate maintenance of traffic, including flagman, barricades, or other appropriate appurtenances for the purpose of maintenance of traffic when crossing intersections of construction hauling routes and landfill traffic. All maintenance of traffic plans shall be submitted to and approved by the ENGINEER as specified in Section 01 30 10.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 60

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 DUST ABATEMENT

CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective dust abatement measures wherever and as often as necessary and as directed by the COUNTY designated PROJECT MANAGER to prevent CONTRACTOR's operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living in or occupying buildings in the vicinity or as directed by PROJECT MANAGER. CONTRACTOR shall be responsible for any damage resulting from any dust originating from CONTRACTOR's operations. The dust abatement shall be continued until CONTRACTOR is relieved of further responsibility by the PROJECT MANAGER. No separate payment will be allowed for dust abatement measures and all costs therefore shall be included in the CONTRACTOR's Bid Price.

1.02 RUBBISH CONTROL

During the progress of the WORK, CONTRACTOR shall keep the site of the WORK and other areas used by the CONTRACTOR in a neat and clean condition and free from any accumulation of rubbish. CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the WORK site and establish regular intervals of collection and disposal of all such materials and waste. Equipment and material storage shall be confined to areas approved by the PROJECT MANAGER. Disposal of rubbish and surplus materials shall be at the CONTRACTOR's expense, according to Section 02 41 16, Refuse Handling, Storage, and Disposal, and in accordance with local codes and ordinances governing locations and methods of disposal, in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Standards for Construction.

1.03 TEMPORARY DRAINAGE PROVISIONS

CONTRACTOR shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the WORK. Drainage provisions shall be adequate to prevent damage and turbidity problems to the WORK, the site, and adjacent property. CONTRACTOR shall repair construction impacts to the existing drainage swales to a pre-construction condition at no additional cost to the COUNTY.

1.04 POLLUTION CONTROL

CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris, and other substances resulting from construction activities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00

ABBREVIATIONS AND DEFINITIONS

PART 1 – GENERAL

1.01 ABBREVIATIONS AND ACRONYMS

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

AAMA	American Architectural Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers

ASME	American Society of Mechanical Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
BF	Blind Flange
CBM	Certified Ballast Manufacturers Association
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Testing Laboratories, Inc.
FDOT	Florida Department of Transportation
FTSA	Florida Trench Safety Act
HDPE	High Density Polyethylene
HVAC	Heating, Ventilation, Air Conditioning
ICBO	International Conference of Building Officials
IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
IOS	International Organization for Standardization
ITE	Institute of Traffic Engineers
JEC	Joint Electrical Council

LFG	Landfill Gas
LLDPE	Linear Low Density Polyethylene
MBMA	Metal Building Manufacturers Association
MSW	Municipal Solid Waste
MPTA	Mechanical Power Transmission Association
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electric Code (Now NFPA)
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NPDES	National Pollutant Discharge Elimination System
NWMA	National Woodwork Manufacturers Association (Now NWWDA)
OSHA	United States Occupational Safety and Health Administration
PCA	Portland Cement Association
PVC	Polyvinyl Chloride
RCRA	Resource Conservation and Recovery Act
RFI	Request for Information
RIS	Redwood Inspection Service
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWANA	Solid Waste Association of North America
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories

USDOT	United States Department of Transportation
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

1.02 DEFINITIONS

- A. Wherever used in these Specifications, in the General Conditions, or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.
 2. Agreement - The written contract between COUNTY and the CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 3. Application for Payment - The form accepted by the ENGINEER which is to be used by the CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 6. Bidding Documents - The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
 7. Bidding Requirements - The advertisement or invitation to Bid, instructions to bidders, and the bid form.
 8. Bonds - Performance and Payment bonds and other instruments of security.
 9. Change Order - A document presented by the CONTRACTOR to the COUNTY, which is signed by the CONTRACTOR and COUNTY and

authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to proceed, the Bonds, these General Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives and Field Orders , Shop Drawing submittals approved pursuant to Section 01 30 10-1.02, and all reports and drawings referred to in Section 01 30 10.
11. Contract Price - The monies payable by COUNTY to the CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement in the case of Unit Price Work.
12. Contract Times - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by the ENGINEER's written recommendation of final payment.
13. CONTRACTOR - The person, firm or corporation with whom COUNTY has entered into the Agreement.
14. COUNTY - The public body or authority with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
15. Defective - Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by COUNTY at Substantial Completion.
16. Drawings - The drawings which show the scope, extent and character of the Work to be furnished and performed by the CONTRACTOR and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
17. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

18. ENGINEER - The person, firm or corporation named as such in the Agreement.
19. ENGINEER's Consultant - A person, form or corporation having a contract with the ENGINEER to furnish services as the ENGINEER's independent professional associate or consultant with respect to the Project.
20. Field Order - A written order issued by the PROJECT MANAGER or the ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements - Sections of Division 1 of the Specifications.
22. Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
23. Laws or Regulations - any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
24. Liens - Liens, charges, security interests or encumbrances upon real property or personal property.
25. Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
26. Minor changes/Variations in Work - Authorized minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in Contract Price or Contract Time and is compatible with the designed concept of the complete project.
27. Notice of Award - The written notice by COUNTY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, COUNTY will sign and deliver the Agreement.
28. Notice to Proceed - A written notice given by COUNTY to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract Times will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.
29. COUNTY - For the purpose of these specifications and documents related to this project the COUNTY shall be defined as the Miami-Dade Department of Solid Waste Management.

30. Partial Utilization - Use by COUNTY of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
31. PCBs - Polychlorinated biphenyls.
32. Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
33. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or part as indicated elsewhere in the Contract Documents.
34. PROJECT MANAGER - The authorized representative of the COUNTY overseeing the project.
35. Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative - The authorized representative of the ENGINEER and/or acting on behalf of the COUNTY.
37. Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.
39. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
40. Subcontractor - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
41. Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by the ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract

Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the ENGINEER's written recommendation of final payment in accordance with the COUNTY's General Terms and Conditions. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

- 42. Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.
- 43. Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 44. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 45. Unit Price Work - Work to be paid for on the basis of unit prices.
- 46. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract documents.
- 47. Work Change Directive - A written directive to the CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by COUNTY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties.
- 48. Written Amendment - A written amendment of the Contract Documents, signed by COUNTY/ENGINEER and the CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 20

CONTRACT CLOSEOUT

PART 1 – GENERAL (Not Used)

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 COMPLETION PROCEDURES

- A. When the CONTRACTOR believes Substantial Completion has been achieved, CONTRACTOR shall request, in writing, to the COUNTY designated PROJECT MANAGER and ENGINEER, that Substantial Completion be recognized as having been achieved and request that the COUNTY issue a Certificate of Substantial Completion. Prior to making such a request, the CONTRACTOR must:
1. Complete all work that in the opinion of the PROJECT MANAGER and ENGINEER is necessary for the safe, proper and complete use or operation of the facility as intended. At a minimum this will include completion of all work in the specifications necessary for the Project to function as designed.
 2. Prepare and receive acceptance of accurate redline set as required in the Contract Documents for all work completed to date.
 3. Submit and receive acceptance of accurate Record Drawings for all work completed to date.
 4. Submit and receive acceptance of all specified warranties, guaranties and operation and maintenance manuals.
 5. Complete all required vendor training, testing, and where required, start-up.
 6. Deliver all required spare parts.
- B. Upon receipt of the request from the CONTRACTOR, the PROJECT MANAGER and ENGINEER shall review the request and inspect the WORK relative to the above requirements to determine whether the CONTRACTOR has achieved Substantial Completion. If this inspection fails to support Substantial Completion, the PROJECT MANAGER or ENGINEER shall so notify the CONTRACTOR in writing citing the reasons for rejection.

If the PROJECT MANAGER and ENGINEER determine the CONTRACTOR has reached Substantial Completion, the following procedures will be followed:

1. The ENGINEER and PROJECT MANAGER will review CONTRACTOR's punch list to ensure all remaining deficiencies are noted on a final punch list.
 2. The ENGINEER and PROJECT MANAGER will schedule and conduct a pre-final walk-through of the facility (this will follow inspection addressed under Part 3.01 B.) with representatives of the COUNTY, the CONTRACTOR and others, for the purpose of formally reviewing the WORK, the final punch list, and the readiness of the Project for use. A copy of the final punch list will be provided to all participants and any additional items noted during the walk-through will be added to the list.
 3. Upon completion of the pre-final walk-through, provided the walk-through has verified that the Project is ready for use and occupancy by the COUNTY for its intended purpose, the PROJECT MANAGER shall issue to the CONTRACTOR a Certificate of Substantial Completion.
- C. Final Completion will be deemed to have occurred when all WORK is completed including the following:
1. All final punch list items have been corrected, signed off by the CONTRACTOR, the PROJECT MANAGER and the ENGINEER and demonstrated during a final walk-through.
 2. All updates to the record log and any drawings have been made.
 3. Demobilization and site clean up are complete.
 4. The requirements specified under the General Conditions have been met.
 5. All facilities and/or equipment have been properly demonstrated to be functioning as required.
 6. The PROJECT MANAGER has issued a Certificate of Final Completion.

3.02 CLOSE-OUT PROCEDURE

- A. The PROJECT MANAGER, ENGINEER, and CONTRACTOR shall meet and resolve all outstanding issues including, but not limited to:
1. Claims and adjustments for time or costs.
 2. Outstanding, unused allowances.
 3. Procedures for handling warranty issues.
- B. A Final Change Order shall be processed if required. Final payment and close out procedures shall comply with all other requirements of the Contract Documents.

END OF SECTION

SECTION 01 70 30

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall maintain at the site one hard copy record set of:
1. Drawings
 2. Project Manual
 3. Addenda
 4. Change orders and other modifications to Contract
 5. Project Manager field orders, written instructions or clarifications
 6. Approved submittals
 7. Field test records
 8. Survey notes and calculations
 9. Construction photographs
 10. Associated permits
 11. Certificates of inspection and approvals

1.02 SUBMITTALS

- A. Upon Substantial Completion the CONTRACTOR shall:
- Deliver two identical, complete review sets of Record Documents within 14 calendar days after Substantial Completion to the ENGINEER. Each set of Record Documents shall consist of: one set of 24 x 36-inch redline drawings and one copy of record documentation and vendor and material supply information. The ENGINEER shall comment and return one set to the CONTRACTOR. The final Record Drawings shall be generated using computer software as specified in Part 3.03 F of this Section.
- B. Accompany the submittals with a transmittal letter containing the following:
1. Date
 2. County project title and number
 3. CONTRACTOR's name and address
 4. Title of record document
 5. Signature of CONTRACTOR or authorized representative
- C. At COUNTY's acceptance:
- Upon receipt of the ENGINEER's comments, CONTRACTOR shall deliver within 14 days to the ENGINEER two (2) complete sets of Record Drawings incorporating the ENGINEER's comments. Record Drawings submitted by the

CONTRACTOR shall be sealed by a Professional Land Surveyor registered in the State of Florida. If the second submittal of the Record Documents is deemed incomplete or does not address all of the ENGINEER's comments, the submittal shall be returned to the CONTRACTOR. The CONTRACTOR shall reimburse the COUNTY for the ENGINEER's expense for the additional reviews.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

- A. CONTRACTOR shall have documents and samples available at all times CONTRACTOR is on site, apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. Maintain documents in clean, dry, legible condition and in good order. Record Documents shall not be used for construction purposes.
- C. Make documents and samples available at all times for inspection by ENGINEER or COUNTY.
- D. Failure to properly maintain Record Documents as stated herein may be reason to delay a portion of progress payments until the requirements of this Section are satisfied.

3.02 RECORD DOCUMENTS

- A. Label each document "RECORD DOCUMENTS" in large printed letters.
- B. Maintain a redline set of Drawings and specifications legibly annotated to show all changes made during construction.
 - 1. Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules.
 - 2. Make changes on each sheet affected by changes.
- C. Record information concurrently with construction progress.
- D. Record Drawings shall include the following:
 - 1. Title Sheet (includes COUNTY project name and number, site location map, site address and phone number, and names, addresses and phone

numbers of design engineer and CONTRACTOR).

2. Lateral Layout (as-built and drawn using surveyed horizontal and vertical coordinates) shown with most recent site topography. Site plan layout shall include existing and new features, and callouts of all surveyed points. The header layout site plan shall be at a scale providing appropriate clarity to the drawing as approved by the ENGINEER.
3. As-Built Typical Details.

E. Project Documentation Manual:

1. Each copy of the Project Manual shall be bound, consist of clean legible copies or originals, and at the minimum consist of the following information:
 - a. Cover Sheet
 - b. Table of Contents
 - c. List of Addenda
 - d. Project Contact List - includes the names, phone numbers and address of the following:

Project Manager
Site Representative
Pipe Contractor
Surveyor
Record Documenter
 - e. Project Vendor List including list of materials provided by each vendor, and address, phone, fax number of each vendor.
 - f. Project Record Drawing Summary
 - g. Contractor's Daily Work Logs
 - h. Construction Meeting Notes/Status Reports
2. Project Document appendices shall include:
 - a. Photographs

F. General File Requirements:

1. Drawings shall be generated using AutoCAD Release 2023 or later software. The Record Drawings shall be drawn to include the following:
 - a. 3-dimensional, 1:1 format.
 - b. Existing survey reference points.
 - c. Breaklines that define all surface features.
 - d. Contours and spot elevations must be at correct elevation.
2. Electronic copies of the Contract Documents drawings will only be available to the CONTRACTOR in AutoCAD Release 2023 or later format. Neither the COUNTY nor ENGINEER shall be responsible for conversion of files to other file formats.
3. Use CD-ROM for submittal of electronic files. Two complete CDs of the Record Document electronic files shall be supplied along with each set of Record Documents.
4. Label each disk with COUNTY project name and number, CONTRACTOR's name, address and phone number, date of submittal, and file reference names.

END OF SECTION

SECTION 01 80 00

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 GENERAL

- A. No smoking will be allowed on the work areas within the TRC property.
- B. Actions that potentially endanger workers shall be stopped immediately and brought to the PROJECT MANAGER's attention. Health and Safety for the CONTRACTOR's and subcontractor's forces is the responsibility of the CONTRACTOR.

1.02 SITE-SPECIFIC HEALTH AND SAFETY PLAN

- A. The CONTRACTOR shall prepare a written site-specific Health and Safety Plan (Plan) for use by the CONTRACTOR and Subcontractor site workers. This plan must be prepared to meet the 29 CFR 1910.120 OSHA regulations and shall include as a minimum, the following:
 - 1. Organizational Structure; to include general supervision, Health and Safety officer, lines of authority, and responsibility and communication. The Health and Safety Officer shall be a worker who will be present at all times during site construction, in addition to his/her other site duties.
 - 2. Comprehensive Work Plan; to include the work tasks and objectives, resources needed, and training requirements for workers (health and safety, machine operations license, etc.). This shall also include a section on safety procedures to be followed for excavation.
 - 3. Asbestos Work Plan; to include approach for workers to excavation and in environments possibly containing asbestos material. Plan shall include the WORK tasks and objective and resources needed.
 - 4. Health and Safety; to include identification of possible site hazards, training levels for each category of site workers, personal protective equipment and medical surveillance needed, site control measures, and confined space entry procedures.
 - 5. Emergency Response Plans; to include all emergency telephone numbers, a highlighted map showing the quickest route to the nearest emergency care facility, and directions to such facility.
 - 6. Respiratory Protection Program; to include written documentation of the CONTRACTOR's respiratory program.

7. A signature page for all site workers covered by the Plan (CONTRACTOR and Subcontractor site workers).

1.03 SUBMITTALS

CONTRACTOR shall submit two (2) copies of the site-specific Health and Safety Plan to the ENGINEER at the pre-construction meeting. The ENGINEER will review the plan for information purposes only.

1.04 SITE OPERATIONS

- A. The Plan shall be kept on site in a known and easily accessible location during all site operating hours. All site workers shall be notified of the location of the Plan.
- B. A Safety Meeting shall be held by the CONTRACTOR and attended by all CONTRACTOR site workers prior to starting construction. At this safety meeting, the Plan will be reviewed with the site workers, and all site workers will sign the Plan indicating that they have been apprised of the Plan's contents. New site workers must review the Plan with the CONTRACTOR's Health and Safety Officer prior to beginning work on site, and must sign that they have been apprised of the Plan's contents.
- C. Site operations will take place in conditions of adequate light only.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 90 00

REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

- A. Applicable Publications. Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.
- B. Assignment of Specialists. In certain instances, specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged for the performance of the WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as “expert” for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all WORK specified herein shall conform to or exceed the requirements of all applicable codes, and the applicable requirements of such documents are not in conflict with the requirements of these specifications nor the applicable codes.
- B. References herein to “Building Code” or SSBC shall mean the Southern Standard Building Code of the Southern Building Code Congress (SBCC). The latest edition of the Code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the COUNTY designated PROJECT

MANAGER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

- D. Applicable Standard Specifications. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.
- E. References herein to “local code” shall mean the Building Code and related regulations of the COUNTY, including all current supplements, addenda, and revisions of said Code are hereby incorporated in and made a part of these Contract Documents to the extent of the applicable references thereto.
- F. References herein to “OSHA Regulations for Construction” shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, including all changes and amendments thereto.
- G. References herein to “OSHA Standards” shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations, including all changes and amendments thereto.

1.03 Resiliency Policy

- A. Must Comply with the Department of Solid Waste Management Resiliency Policy for sorbents
- B. Green Criteria for sorbents:
 - 1. Material Composition
 - a. Made from recycled, biodegradable, or plant-based materials
 - b. Avoid petroleum-based plastics or synthetic fibers
 - 2. Environmental Impact
 - a. Non-toxic and safe for human and environmental health
 - b. Manufactured using low-impact, chlorine-free, or energy-efficient processes
 - 3. Performance Standards
 - a. Effective in spill containment and cleanup without introducing secondary pollutants.
 - b. Reusable or compostable when possible
 - 4. Packaging and Transport
 - a. Minimal, recyclable, or biodegradable packaging
 - b. Preference for local suppliers to reduce transportation emissions
 - 5. Compliance

- a. Meets EPA guidelines and Miami-Dade County's Green Purchasing Guide standards.
- b. Vendors may be required to submit environmental certifications or product data sheets.
- c. Refer to tables below for sorbent material content levels.

In accordance with the County's Green Procurement Preferences, the solicited sorbents shall meet the EPA Comprehensive Procurement Guidelines recommended recovered materials content levels for sorbents, as hereby specified:

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Sorbents	Paper	90-100	100
	Textiles	95-100	95-100
	Plastics	--	25-100
	Wood ¹	--	100
	Other Organics/Multi-Materials ²	--	100

In accordance with the County's Green Procurement Preferences, the solicited signage shall meet the EPA Comprehensive Procurement Guidelines recommended recovered materials content levels for signage, as hereby specified:

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Signage	Plastic ¹	80-100	80-100
	Aluminum	25	25
	Plastic sign posts/supports ¹	80-100	80-100
	Steel sign posts/supports ²	16 67	25-30 100

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 31 20 00

EXCAVATING, TRENCHING, BACKFILLING, AND GRADING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: CONTRACTOR shall provide all labor, materials, and incidentals to excavate designated areas, install facilities and features, haul (on-site) and install bedding and backfill material, compact backfill, and regrade disturbed areas as shown on the Drawings, and described in this Section.
- B. No classification of type of excavated materials will be made. Excavation includes all soil and refuse materials regardless of type, character, composition, moisture, or condition thereof.
- C. Any damage to existing features shall be repaired as directed by the ENGINEER, at the CONTRACTOR's expense.

1.02 PROJECT CONDITIONS

- A. Existing project conditions are shown on the Drawings or otherwise described herein.
- B. Site information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the CONTRACTOR. The CONTRACTOR shall explore ahead of the required excavation to determine the exact location of all structures, utilities, etc.
- C. Structures shall be supported and protected from damage by the CONTRACTOR. If structures are broken or damaged, CONTRACTOR shall restore structures, utilities, etc. to their original condition at no additional cost to the COUNTY. Repair of damaged features or structures shall be approved by the ENGINEER and COUNTY.

1.03 SITE ACCESS

WORK shall be performed so as to not block or hinder site access, except as authorized by the COUNTY designated PROJECT MANAGER.

1.04 SAFETY

- A. All WORK shall be performed in strict accordance with the Health and Safety requirements set forth in the General Conditions of the Contract Documents.

- B. All WORK shall be performed in strict accordance with all local, State, U.S. Occupational Safety and Health Administration (OSHA) and other applicable Federal regulations regarding trenching operations and trench safety.
- C. Excavation may be made without sheeting and bracing within the limitations and requirements of the governmental agencies having jurisdiction. Failure of the ENGINEER to order the use of bracing or sheeting and shoring or direct changes to systems in place, shall not in any way or to any extent relieve the CONTRACTOR of any responsibility concerning the condition of excavations or of his obligations under the Contract. The CONTRACTOR shall be responsible for the condition of all excavations. All slides and caves shall be removed without extra compensation, at whatever time and under whatever circumstances that they may occur.
- D. All excavation shall comply with the applicable requirements as stated in the following:
 - 1. OSHA excavation safety standards 29 CFR, 1926-650, subpart P.
- E. The CONTRACTOR shall include for any excavation, temporary controls for stormwater runoff and erosion control in full conformance with all existing facility permits and/or applicable regulations. Facility's current permits will be supplied at pre-construction meeting.

1.05 SUBMITTALS

- A. Health and Safety Plan.
- B. Results of sieve analysis and calcium carbonate test for No. 4 stone.
- C. The CONTRACTOR shall notify the ENGINEER in writing of the material source for each of the soils specified within Part 2 of this Section at least 14 calendar days prior to the date of anticipated use of such material. Notification shall include:
 - 1. Supplier's name.
 - 2. Borrow location.
 - 3. Documentation confirming adequate quantities are available to complete the WORK.
 - 4. Soil field-moisture, laboratory proctor-density tests, and field compaction test results as required within Part 2 of this Section.

5. Certification that the soil is not petroleum-contaminated or contaminated with other chemicals or compounds that may be deemed hazardous or harmful to human health or the environment.

PART 2 - PRODUCTS

2.01 CLEAN SOIL BACKFILL MATERIALS

- A. Soil material may be reused for clean soil backfill provided it is free of sticks, roots, organic matter, MSW, and stones larger than 1-inch in any dimension. Remove any material that cannot be made to compact readily and replace with suitable material. If new material must be imported for use as clean soil backfill it must meet the criteria of this Specification and the testing requirements below.
- B. Material shall be well-graded (SW), poorly graded (SP) or clayey sands (SC) as classified by the Unified Soil Classification System (USCS), or other soil as approved by the ENGINEER.
- C. General Fill shall be used in the following areas of work and as shown on the Drawings:
 1. Above the final cover system to ground surface in all trenches, unless specified otherwise on the Drawings.
 2. Any location on Drawings that calls for “general fill” or “clean soil backfill” if excavated material is waste or is otherwise not suitable for reuse.
- D. Clean soil backfill will be provided by CONTRACTOR and stored in a designated location by COUNTY. Clean soil will need to be approved by ENGINEER before use.

2.02 SUBGRADE SOIL MATERIALS

- A. Subgrade soils are natural, in-place materials. Soils shall be well-drained and reasonably free of sticks, roots, debris, organic matter, and MSW. CONTRACTOR shall remove material that cannot be made to compact readily and replace with ENGINEER-approved soil.
- B. Soils which yield or exhibit pumping due to excessive moisture shall be excavated and replaced with general fill or materials as approved by the ENGINEER.

2.03 TOPSOIL

- A. Material shall be fertile, natural soil, typical of the locality, free from MSW, stones (exceeding 2-inch in any dimension), roots or sticks (exceeding 1-inch diameter), clay, and weeds, and obtained from naturally well drained areas. It

shall not be excessively acid or alkaline nor contain material harmful to plant growth. The material shall comply with the requirements of FDOT's Standard Specifications for Road and Bridge Construction (2017), Section 987, prepared soil layer materials.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours and datum locations.
- B. Locate, identify and protect utilities from damage.
- C. Protect benchmarks, survey control points, monitoring wells, existing structures and fences from excavating equipment and vehicular traffic.

3.02 PRE-CONSTRUCTION LAYOUT

- A. Survey notes with proposed pipe slope calculations shall be submitted to the ENGINEER for approval prior to pipe installation. Notes of pre-construction survey shall identify conflicts between the proposed WORK and existing features.

3.03 EXCAVATION

- A. Excavate to lines, grades and dimensions necessary to complete the WORK.

3.04 BACKFILLING

- A. Backfill materials shall be as described in Part 2 of this Section.
- B. CONTRACTOR shall notify the ENGINEER prior to beginning backfilling.
- C. The bedding shall be poured into place, and shall be raked by excavator bucket and then compacted, using a mechanical compaction device.
- D. Place soil backfill in maximum 6 inch lifts. CONTRACTOR shall compact soil backfill in 6-inch lifts with mechanical compaction such as an excavator bucket. Compaction shall be to a density where subsequent passes with the mechanical compaction device will not reduce the surface elevation of the bedding material by more than three-quarters of an inch.

3.05 GRADING DISTURBED AREAS

CONTRACTOR shall regrade and return to their original condition, as determined by the PROJECT MANAGER and ENGINEER, all areas disturbed by CONTRACTOR's work.

3.10 TESTING REQUIREMENTS DURING PLACEMENT

- A. The CONTRACTOR shall place backfill and fill materials to achieve an equal or “higher” degree of compaction than undisturbed materials adjacent to the work; however, in no case shall the degree of compaction fall below minimum compaction specified in this Section.
- B. Where laboratory or field testing is specified herein to verify that the constructed, in-place WORK meets the specifications and quality control requirements herein, the CONTRACTOR shall employ and bear the expense for an independent testing laboratory to conduct such tests. The CONTRACTOR shall pay for the costs of all retests required due to the initial testing not passing the requirements herein. Laboratory shall be on the approved vendors list of the COUNTY.

Where laboratory testing is specified to verify that any individual material of construction or product meets certain quality control requirements (i.e. size, gradation, mix formula, hardness, shape, inherent strength, etc.), the CONTRACTOR shall employ and bear all expenses for an independent testing laboratory to sample the material or product and to conduct such tests and retests if necessary or required by the COUNTY.

END OF SECTION

SECTION 44 50 00

SOLID WASTE CONTROL AND REUSE

PART 1 - GENERAL

1.01 DESCRIPTION

Scope: This specification covers the design, materials, installation, and performance requirements for equipment and systems used in the collection, transfer, and temporary storage of used oil at solid waste transfer stations.

Applicable Standards:

- CSI MasterFormat Division 44 50 00
- EPA 40 CFR Part 279 – Standards for the Management of Used Oil
- Florida Department of Environmental Protection (FDEP) regulations
- Miami-Dade County Public Works Manual

1.02 PROJECT CONDITIONS

- A. Containment Systems: Must comply with EPA and Florida DEP regulations for spill prevention and secondary containment.

1.03 EQUIPMENT AND MATERIALS

- A. Used Oil Storage Tanks:
 - 1. Double-walled containment tank
 - 2. UL – listed for flammable liquids
 - 3. Equipped with overfill protection and level gauge

1.04 INSTALLATION REQUIREMENTS

- A. Site Preparation:
 - 1. Clear and grade the installation area to ensure level foundation.
 - 2. Ensure proper drainage away from containers to prevent pooling.
 - 3. Comply with flooring material stated in permit drawings to contain any spillage.
 - 4. Access for vacuum trucks and emergency response
- B. Safety Measures:

1. Provide signage indicating 'Used Oil Only' and emergency contact information.
2. Conduct initial inspection for leaks, structural integrity, and proper labeling.
3. Verify functionality of overfill protection and leak detection systems.

END OF SECTION

MIAMI DADE COUNTY USED MOTOR OIL
COLLECTION SYSTEM EXPANSION
EDP-SW18M010

WEST PERRINE TRASH AND RECYCLING CENTER
16651 SW 107TH AVENUE
MIAMI, FLORIDA
MAY 2025

PREPARED FOR:

MIAMI DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT
2525 NW 62ND STREET
MIAMI, FLORIDA 33147



COMMISSION:

- DANIELLA LEVINE CAVA - MAYOR
- JOSE DIAZ - CHAIRMAN/DISTRICT 12 COMMISSIONER
- OLIVER G. GILBERT, III - VICE CHAIRMAN/DISTRICT 1 COMMISSIONER
- JEAN MONESTIME - DISTRICT 2 COMMISSIONER
- KEON HARDEMON - DISTRICT 3 COMMISSIONER
- SALLY A. HEYMAN - DISTRICT 4 COMMISSIONER
- EILEEN HIGGINS - DISTRICT 5 COMMISSIONER
- REBECCA SOSA - DISTRICT 6 COMMISSIONER
- RAQUEL A. REGALADO - DISTRICT 7 COMMISSIONER
- DANIELLE COHEN HIGGINS - DISTRICT 8 COMMISSIONER
- KIONNE L. MCGHE - DISTRICT 9 COMMISSIONER
- JAVIER D. SOUTO - DISTRICT 10 COMMISSIONER
- JOE A. MARTINEZ - DISTRICT 11 COMMISSIONER
- RENE GARCIA - DISTRICT 13 COMMISSIONER



S:29 T:55S R:40E

LOCATION MAP

NTS

SCS ENGINEERS
STEARNS, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.
18001 OLD CUTLER ROAD, SUITE 556
MIAMI, FL 33157
PH. (305) 412-8185 FAX. (305) 412-8105
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 00004892
WWW.SCSENGINEERS.COM

SCS PROJECT NO. 09219062.00

Yudex A. Hasbun, Professional Engineer, State of
Florida, License No. 54810.
This item has been digitally signed and sealed by
Yudex A. Hasbun, PE, on 5/15/2025.
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must be verified on any electronic copies.

INDEX OF DRAWINGS
DRAWING TITLE

C-1.0	COVER SHEET
C-1.1	NOTES AND SPECIFICATIONS
C-2.0	NOTES AND SPECIFICATIONS
C-3.0	SITE LOCATION PLAN
C-4.0	STRUCTURE DETAILS
C-4.1	INSTALLATION DETAILS
C-4.1	INSTALLATION DETAILS

PERMIT SET
DATE: MAY 2025

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I. GENERAL DESCRIPTION OF WORK

- A. THE WORK GENERALLY CONSISTS OF INSTALLATION OF USED MOTOR OIL COLLECTION SYSTEM AT THE TRASH RECYCLING CENTER:
1. CLEAR SITE AS NECESSARY.
2. CONSTRUCT TEMPORARY TRAFFIC BARRIERS.
3. INSTALLATION OF 10' LENGTH, 12" WIDE, 0.5' DEPTH OF CONCRETE SLAB FOUNDATION FOR HOUSING STRUCTURE.
4. INSTALLATION OF HOUSING STRUCTURE.
5. INSTALLATION OF USED MOTOR OIL COLLECTION TANKS.
6. INSTALLATION OF STEEL TRAFFIC BOLLARDS.
7. INSTALLATION OF TWO PARKING SPACES.
- B. REFER TO THE FULL SET OF CONSTRUCTION PLANS FOR CONSTRUCTION DETAILS AND SPECIFICATIONS.
- C. THE OWNER OF THE PROJECT IS MIAMI DADE COUNTY-DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM).

II. APPLICABLE CODES

- A. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES APPLICABLE TO THE WORK, INCLUDING, BUT NOT LIMITED TO BUILDING AND CONSTRUCTION CODES, ENVIRONMENTAL CODES, AND HEALTH AND SAFETY CODES.
- B. CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF MIAMI-DADE COUNTY, CITY OF MIAMI, AND FLORIDA DEPARTMENT OF TRANSPORTATION.
- C. CONSTRUCTION SHALL BE ACCOMPLISHED IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
- D. THESE CONSTRUCTION DOCUMENTS ARE COMPLIANT WITH THE ADA ACCESSIBILITY GUIDELINES (ADAAG) AND UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS), WHERE APPLICABLE.

III. SEQUENCE OF ACTIVITIES.

1. INSTALL TEMPORARY TRAFFIC BARRIER AND APPROPRIATE WARNING SIGNS TO PROVIDE PUBLIC PROTECTION.
2. INSTALL CONCRETE SLAB.
3. INSTALL HOUSING STRUCTURES.
4. INSTALL USED OIL COLLECTION TANKS.
5. INSTALL TRAFFIC STEEL BOLLARDS.
6. STRIPING PARKING SPACES ON TOP OF EXISTING PAVERS.
7. RESTORE DISTURBED AREAS TO PRE-CONSTRUCTION CONDITIONS.

IV. GENERAL NOTES

- A. THE CONTRACTOR SHALL COMPLETE THE WORK, IN PLACE, READY FOR CONTINUOUS SERVICE, AND SHALL INCLUDE REPAIRS, TESTING, PERMITS, CLEANUP, REPLACEMENTS, AND RESTORATION AS A RESULT OF DAMAGES CAUSED DURING CONSTRUCTION.
- B. THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF EROSION AND DUST OF ANY LAYDOWN AREAS. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING DOWNSTREAM CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND CLEARING ANY DAMAGE AND SEDIMENT RESULTING FROM CONSTRUCTION.
- C. THE CONTRACTOR WILL COORDINATE WITH DSWM STAFF ON THE LOCATIONS OF THE PROPOSED USED OIL CONTAINERS, EQUIPMENT STAGING AREAS, ROAD CROSSINGS, AND OTHER AREAS REQUIRED TO PERFORM THE WORK. ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, GRADES, SEEDED, SODDED, AND/OR MULCHED AS REQUIRED.
- D. KEEP DIRT, DUST, NOISE AND OTHER OBJECTIONABLE NUISANCES TO A MINIMUM.
- E. THE CONTRACTOR SHALL NOT IMPEDE FACILITY TRAFFIC OR DISRUPT THE UTILITY SERVICES (I.E. ELECTRICAL, COMMUNICATIONS, SEPTIC). MIAMI-DADE COUNTY AND FACILITY CUSTOMERS WILL CONTINUE TO USE THE FACILITY THROUGHOUT CONSTRUCTION. THEREFORE, ROADWAYS MUST BE KEPT OPEN. THE CONTRACTOR SHALL FURNISH FLAGMEN FOR CUSTOMER TRAFFIC AS NECESSARY. DSWM AND PUBLIC HAVE RIGHT OF WAY.
- F. PERFORM ALL WORK IN A SAFE MANNER. FOLLOW ALL SAFETY RULES AND GUIDELINES OF OSHA. THE CONTRACTOR IS RESPONSIBLE FOR ANY INJURIES OCCURRED WITHIN THE PROJECT WORK AREA LIMITS OF HIS EMPLOYEES, OTHER EMPLOYEES, INTRUDERS, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. INCLUDE ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS IN THE CONTRACTOR'S BID FORM.
- G. IF IT IS NECESSARY IN THE COURSE OF MANAGING THE SITE FOR THE CONTRACTOR TO MOVE ITS EQUIPMENT AND/OR MATERIAL, THE CONTRACTOR SHALL DO SO PROMPTLY AND PLACE THAT EQUIPMENT IN AN AREA THAT DOES NOT INTERFERE WITH USE OF THE SITE BY THE GENERAL PUBLIC.
- H. THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO PROTECT EXISTING UTILITIES, ROADWAYS, MONITORING WELLS, SURVEY BENCHMARKS, ROADWAY SURFACING, AND OTHER SITE FEATURES. DAMAGE TO THESE FEATURES CAUSED BY THE CONTRACTOR SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE.
- I. MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.
- J. PROVIDE PROPER WARNING SIGNS, BARRICADES, TEMPORARY

FENCING, AND OTHER APPROPRIATE SAFETY DEVICES DURING EXECUTION OF THE WORK TO PROVIDE PUBLIC PROTECTION AND SAFETY.

- K. VERIFY AND PROTECT EXISTING TREES AND NATURAL VEGETATION THAT ARE TO REMAIN UNDISTURBED. CLEAR AND GRUB AREAS INDICATED FOR CONSTRUCTION AND REMOVE ALL ROOTS AND MISCELLANEOUS VEGETATION UNLESS THE INTEGRITY OF THE SITE WILL BE HINDERED.
- L. MATERIALS TESTING IS THE CONTRACTOR'S RESPONSIBILITY. PROCTOR DENSITY TESTS AND MATERIALS TESTING AS REQUIRED BY THE CONTRACT ARE TO BE PROVIDED BY AN INDEPENDENT MATERIALS TESTING LABORATORY AS APPROVED BY DSWM AND/OR ENGINEER. REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER FROM THE APPROVED TESTING LABORATORY WILL BE SUBMITTED TO THE ENGINEER AND DSWM INDICATING OBSERVATIONS AND RESULTS OF TESTS AND INDICATING COMPLIANCE OR NONCOMPLIANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER AND DSWM 48 HOURS PRIOR TO THE EXPECTED TIME FOR OPERATIONS REQUIRING INSPECTION AND LABORATORY TESTING SERVICES. THE CONTRACTOR SHALL FURNISH SAMPLES OF MATERIALS, DESIGN MIX, EQUIPMENT, TOOLS, ETC AS REQUESTED. RETESTING REQUIRED BECAUSE OF NON-CONFORMANCE TO SPECIFIED REQUIREMENTS SHALL BE PERFORMED BY THE SAME INDEPENDENT FIRM ON INSTRUCTIONS FROM THE ENGINEER. THE COST OF SAMPLING AND TESTING, INCLUDING ANY NECESSARY RETESTING, CANCELED TESTS AND/OR THE CONTRACTOR NOT BEING READY FOR THE REQUIRED TEST, SHALL BE INCLUDED IN THE CONTRACT PRICE PROVIDED BY THE CONTRACTOR.
- M. A PRE-CONSTRUCTION MEETING WILL BE HELD AT COUNTY OFFICES AND SCHEDULED PRIOR TO THE NOTICE TO PROCEED. THE CONTRACTOR SUPERINTENDENT SHALL ATTEND AT A MINIMUM.
- N. THE CONTRACTOR MAY WORK FROM 7 AM TO 5 PM MONDAYS THROUGH FRIDAYS. THE CONTRACTOR SHALL NOT WORK ON HOLIDAYS OR FACILITY NON-OPERATING DAYS.
- O. OBSERVATION VISITS TO SITE BY FIELD REPRESENTATIVES OF ENGINEER OF RECORD DO NOT INCLUDE INSPECTIONS OF CONSTRUCTION MEANS AND METHODS. OBSERVATIONS PERFORMED BY ENGINEER OF RECORD DURING CONSTRUCTION ARE NOT CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE PERFORMED BY OTHERS. OBSERVATIONS PERFORMED BY ENGINEER OF RECORD ARE PERFORMED SOLELY FOR THE PURPOSE OF DETERMINING IF CONTRACTOR UNDERSTANDS DESIGN INTENT CONVEYED IN DESIGN DOCUMENTS. OBSERVATIONS DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND ARE NOT TO BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
- P. THE BID PRICE SHALL BE BASED ON THE PRODUCTS SPECIFIED IN THE BID DOCUMENTS. THE BIDDER SHALL NOT INCLUDE "OR-EQUAL" ITEMS IN THEIR BID COSTS. THE CONTRACTOR MAY SUBMIT SUBSTITUTION REQUESTS AFTER THE NOTICE TO PROCEED AND SHALL PROVIDE COST ADJUSTMENTS WITH ANY SUBSTITUTION REQUEST.
- Q. UNLESS OTHERWISE STATED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SUBMIT THE FOLLOWING TO THE ENGINEER AND COUNTY SEVEN DAYS FOLLOWING THE CONTRACTOR'S NOTICE TO PROCEED:
7. PROJECT SCHEDULE FOR CONTAINER DELIVERY AND INSTALLATION
8. SCHEDULE OF VALUES FOR THE PAY APPLICATION
9. PHOTOGRAPH OF THE PROJECT AND LAYDOWN AREAS
- R. PAYMENT TO THE CONTRACTOR SHALL BE BASED ON THE UNIT COSTS ESTABLISHED ON THE BID FORM AND ACCORDING TO MIAMI-DADE COUNTY STANDARDS. PAYMENTS SHALL BE MADE PER INSTALLED CONTAINER AND CONSTITUTE FULL COMPENSATION FOR ALL LABOR, EQUIPMENT, MATERIAL AND WORK NECESSARY TO COMPLETE INSTALLATION IN ACCORDANCE WITH THE PLANS FOR EACH CONTAINER. NO PARTIAL PAYMENT SHALL BE MADE ON EACH CONTAINER.

V. SHOP DRAWINGS

- A. MINIMUM OF FOURTEEN DAYS PRIOR TO THEIR CONSTRUCTION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR THE FOLLOWING: USED OIL CONTAINERS, HOUSING STRUCTURES, LIMEROCK, CONCRETE, ASPHALT AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

VI. DEMOLITION NOTES

- A. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
- B. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE COUNTY AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
- C. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
- D. ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- E. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
- F. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
- G. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.

H. EVACAVATE AND REMOVE EXISTING PAVERS USING POWER-DRIED MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.

- I. INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER. HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
- J. REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., E.P.A., AND ANY OTHER AUTHORITY HAVING JURISDICTION.
- K. ALL EXISTING UTILITY MANHOLE COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO GRADE ELEVATION, UNLESS OTHERWISE NOTED.

VII. EARTHWORK NOTES

- A. WHERE MUCK, ROCK, CLAY, OR OTHER MATERIAL WITHIN THE LIMITS OF CONSTRUCTION IS UNSUITABLE IN ITS ORIGINAL POSITION THE CONTRACTOR SHALL EXCAVATE SUCH MATERIAL IN ITS ENTIRETY AND BACKFILL WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED IN PLACE TO CONFORM TO THE REQUIRED GRADES TO LEVEL THE SITE.
- B. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE.
- C. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES.

VIII. SLAB ON GRADE CONSTRUCTION

- A. SPECIFICATION: UNLESS NOTED OTHERWISE, SLAB ON GRADE CONSTRUCTION SHALL FOLLOW THE RECOMMENDATIONS OF "THE GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION ACI 302.1R-04".
- B. SUBGRADE PREPARATION: AREAS CONTAINING SLAB ON GRADE CONSTRUCTION SHALL BE STRIPPED TO SUFFICIENT DEPTH TO REMOVE ALL VEGETATION, TOP SOIL, ORGANIC AND OTHER UNSUITABLE MATERIALS.
- C. REINFORCING STEEL
1. SEE THE DRAWINGS FOR TYPICAL SLAB REINFORCEMENT REQUIREMENTS.
2. LAP CONTINUOUS SLAB ON GRADE REINFORCING STEEL 30 BAR DIAMETERS AT SPLICES BUT NOT LESS THAN 12".
3. ALL REINFORCING STEEL FOR SLABS ON GRADE SHALL BE CHAIRED WITH SLAB BOLTERS DESIGNED FOR SUPPORT ON SOIL TO PROVIDED SPECIFIED COVER TO REINFORCING STEEL.
- D. SEE DETAILS ON THE DRAWINGS FOR REQUIREMENTS OF CONSTRUCTION JOINTS, CONTROL JOINTS AND POUR SIZE AND SEQUENCE OF SLAB ON GRADE CONSTRUCTION.
- E. OPENINGS ON SLAB ON GRADE: UNLESS DETAILED OTHERWISE ON THE DRAWINGS, PROVIDE 1-#5XOPENING WIDTH +3'-0" AROUND ALL PENETRATION THROUGH SLAB ON GRADE 10" WIDE OR GREATER AND 1-#5 X 3'-0" DIAGONAL CORNERS BARS. SUCH REINFORCEMENT SHALL BE PROVIDED WHETHER OPENING IS SHOWN ON DRAWINGS OR NOT.

IX. REINFORCING STEEL

- A. ALL REINFORCING SHALL BE BILLET STOCK ASTM A615, GRADE 60, BARS SHALL SECURELY TIE IN PLACE WITH #16 DOUBLE-ANNEALED IRON WIRE, BARS SHALL BE SUPPORTED ON ACCEPTABLE CHAIRS. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING OF REINFORCED CONCRETE STRUCTURES." CONTRACTOR SHALL COORDINATE REINFORCING STEEL PLACEMENT DETAILS AND PROVIDE TEMPLATES FOR PLACING STEEL IN CONGESTED AREAS AS NECESSARY. SHOP DRAWINGS (INCLUDING PLACING PLANS AND ELEVATIONS) SHALL BE SUBMITTED TO, AND REVIEWED BY, THE ENGINEER BEFORE STARTING FABRICATION.
- B. NO REINFORCING BARS SHALL BE SPLICED BY WELDING. AT THE CONTRACTOR'S OPTION, MECHANICAL BUTT SPLICING USING AN EXOTHERMIC WELDING PROCESS AND HIGH STRENGTH SLEEVES OR MECHANICAL CONNECTION SPLICING MAY BE USED, PROVIDED THAT THE MECHANICAL SPLICES SHALL BE ICBO APPROVED TO ACHIEVE A MINIMUM TENSILE STRENGTH OF 125 PERCENT OF THE SPECIFIED YIELD STRENGTH OF THE BAR. THE MINIMUM TENSILE STRENGTH REQUIREMENT SHALL BE INCREASED TO 160 PERCENT FOR MECHANICAL SPLICES AT THE INTERFACE OF DIAPHRAGMS AND THE LATERAL SYSTEM, AND FOR MECHANICAL SPLICES WITHIN ELEMENTS OF THE LATERAL SYSTEM. SPLICES DEVICES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. REINFORCING BARS SHALL BE LAP SPLICED FOR TENSION UNLESS NOTED OTHERWISE ON THE DRAWINGS. #14 AND #18 BARS SHALL NOT BE LAP SPLICED.
- C. WELDING OR TACK WELDING OF REINFORCING BARS TO OTHER BARS OR TOE PLATES, ANGLES ETC. IS PROHIBITED, EXCEPT WHERE SPECIFICALLY APPROVED BY THE ENGINEER. WHERE WELDING IS APPROVED, IT SHALL BE DONE BY AWS CERTIFIED WELDERS USING E9018 OR APPROVED ELECTRODES. WELDING PROCEDURES SHALL CONFORM TO THE REQUIREMENTS OF AWS D14.
- D. MINIMUM REINFORCED CONCRETE SLAB COVER OVER REINFORCING STEEL, UNLESS NOTED OTHERWISE, SHALL BE AS FOLLOWS:

1. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 INCHES.
2. CONCRETE EXPOSED TO EARTH OR WEATHER:
- 1 1/2 INCHES FOR #5 BAR OR SMALLER
3. OTHER CONCRETE:
- SLABS AND JOISTS: #11 BARS AND SMALLER - 3/4 INCH

Yudex A. Hasbun, Professional Engineer, State of Florida, License No. 54810.
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- E. PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE. SPLICE ONLY AS SHOWN OR APPROVED. STAGGER SPLICES WHERE POSSIBLE. USE TENSION SPLICE CLASS "B" UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH TENSION SPLICES. UNLESS NOTED OTHERWISE LAP LENGTHS EXPRESSED IN NUMBER OF BAR DIAMETERS SHALL BE AS FOLLOWS:

BAR SIZE	NORMAL WEIGHT CONCRETE, F'c (psi)				
	CLASS	3,000	4,000	5,000	6,000
#6 OR SMALLER	A	44 DIAM.	38 DIAM.	34 DIAM.	31 DIAM.
	B	57 DIAM.	49 DIAM.	44 DIAM.	40 DIAM.

F. LAP SPLICE LENGTH NOTES:

1. TABLE IS BASED ON a) CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN ONE BAR DIAMETER (BD), CLEAR COVER NOT LESS THAN ONE BD, AND STIRRUPS OR TIES THROUGHOUT THE LAP SPLICE LENGTH NOT LESS THAN THE CODE MINIMUM, OR b) CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN 2 BD AND CLEAR COVER NOT LESS THAN ONE BD. FOR ALL OTHER CASES, MULTIPLY TENSION LAP BY 1.5.
2. FOR TENSION REINFORCEMENT IN LIGHTWEIGHT CONCRETE, MULTIPLY LAP SPLICED LENGTH BY 1.3. THE LAP SPLICE LENGTH SHALL NOT BE LESS THAN 12".

SHEET TITLE
NOTES AND SPECIFICATIONS

PROJECT TITLE
MDC USED MOTOR OIL
COLLECTION SYSTEM EXPANSION
WEST PERRINE TRC

CLIENT

MIAMI DADE COUNTY DEPARTMENT
OF SOLID WASTE MANAGEMENT

SCS ENGINEERS
STEARNs, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.
18001 Old Cutler Road Suite 556 Palmetto Bay, FL 33157
PH: (305) 412-8185 FAX: (305) 412-8106
FLORIDA FIRM REGISTRATION - RY 4892

PROJ. NO. 19062.00	DWG. BY: MP	CHECK BY: CB	DATE: 5/14/2025
DATE: 5/14/2025	DATE: 5/14/2025	DATE: 5/14/2025	DATE: 5/14/2025

CADD FILE: C-1.0 NOTES AND SPECIFICATIONS.DWG	DATE: MAY 2025
SCALE: AS SHOWN	DRAWING NO. C-1.0
SHEET 1 of 6	

PERMIT SET

DATE: MAY 2025

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X. CONCRETE

- A. MIXING, BATCHING, TRANSPORTING, PLACING, AND CURING OF ALL CONCRETE, AND SELECTION OF CONCRETE MATERIALS, SHALL CONFORM TO ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS," EXCEPT AS NOTED BELOW. PROPORTIONS OF AGGREGATE TO CEMENTITIOUS PASTE SHALL BE SUCH AS TO PRODUCE A DENSE, WORKABLE MIX THAT CAN BE PLACED WITHOUT SEGREGATION OR EXCESS FREE SURFACE WATER.
- B. MIX DESIGNS LISTED BELOW SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND APPROVED PRIOR TO USE. SELECTION OF CONCRETE MIX PROPORTIONS SHALL BE IN ACCORDANCE WITH ACI 301. MIX PROPORTIONS SHALL MEET OR EXCEED THE REQUIREMENTS LISTED BELOW FOR THE LOCATIONS NOTED. THE MORE STRINGENT OF THE REQUIREMENTS LISTED SHALL GOVERN. CONCRETE MIX DESIGN SHALL INCLUDE A WRITTEN DESCRIPTION INDICATING WHERE EACH PARTICULAR MIX IS TO BE PLACED WITHIN THE STRUCTURE.
- C. MAXIMUM SIZE AGGREGATE SHALL BE AS LISTED BELOW. MAXIMUM FLY ASH AS A PERCENTAGE OF TOTAL WEIGHT OF CEMENTITIOUS MATERIAL SHALL BE 20 PERCENT. FLY ASH SHALL BE CLASS F, MEETING ASTM C918 REQUIREMENTS. WATER/CEMENT RATIO SHALL BE BASED ON TOTAL CEMENTITIOUS MATERIALS, INCLUDING FLY ASH AND OTHER POZZOLANIC MATERIALS. FLY ASH SHALL NOT BE USED IN CONCRETE EXPOSED TO VIEW.
- D. THE USE OF SUPER PLASTICIZERS AND WATER REDUCERS IS ALLOWED, BUT NOT REQUIRED. ALL ADMIXTURES SHALL BE CHLORIDE FREE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- E. ALL CONCRETE SHALL BE PROPORTIONED FOR A MAXIMUM ALLOWABLE UNIT SHRINKAGE OF 0.03% MEASURED AT 28 DAYS AFTER CURING IN LIME WATER AS DETERMINED BY ASTM C157.
- F. ALL CONCRETE SHALL HAVE A SLUMP OF 4" PLUS OR MINUS 1". SLUMP SHALL CONFORM TO ACI 301. SLUMP SHALL BE MEASURED AT THE DISCHARGE OF THE TRUCK. IF CONCRETE IF PUMPED, SLUMP SHALL BE MEASURED AT THE DISCHARGED END OF THE PUMP LINE. SLUMP SHALL BE +/- 1 INCHES OF THE SPECIFIED SLUMP.
- G. ALL CONCRETE SHALL BE NORMAL WEIGHT AND CONFORM TO THE REQUIREMENTS AS SPECIFIED IN THE TABLE BELOW UNLESS NOTED OTHERWISE ON THE DRAWINGS:

	28 DAYS COMP. STRENGTH (psi)	AGGREGATE SIZE	MAX. W/C RATIO
SLAB ON GRADE	3,000	3/4"	0.5

- H. CONCRETE MIX DESIGNS MUST BE SUBMITTED 15 DAYS PRIOR TO THE START OF THE WORK FOR ENGINEER'S AND OWNER'S TESTING LABORATORY APPROVAL PRIOR TO PLACEMENT OF CONCRETE IN THE PLANT OR FIELD. ANY ADJUSTMENTS IN APPROVED MIX DESIGNS INCLUDING CHANGES IN ADMIXTURES MUST BE SUBMITTED IN WRITING TO THE ENGINEER AND OWNER'S TESTING LABORATORY FOR APPROVAL PRIOR TO USE IN THE FIELD.
- I. CONCRETE DESIGNED TO BE PUMPED SHALL BE AS NOTED ON THE MIX DESIGNS AND SHALL HAVE MIX PROPORTIONS COMPATIBLE WITH THE PUMPING PROCESS.
- J. SAMPLING AND TESTING OF CONCRETE SHALL BE PERFORMANCED BY INDEPENDENT TESTING AGENCY UNDER CONTRACT WITH THE GENERAL CONTRACTOR. SAMPLES AND TESTS SHALL BE IN ACCORDANCE WITH ACI 301 ADDITIONAL SAMPLES MAY BE REQUIRED TO OBTAIN CONCRETE STRENGTHS AT ALTERNATE INTERVALS THAN SHOWN BELOW:
- K. PROVIDE 4 CONCRETE CYLINDERS. TEST 1 CYLINDERS AT 7 DAYS, TEST 2 CYLINDERS AT 28 DAYS, AND HOLD 1 CYLINDER IN RESERVE.
- L. NO CALCIUM CHLORIDE OR ADMIXTURE CONTAINING CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE WITHOUT STRUCTURAL ENGINEER PRIOR REVIEW AND APPROVAL.
- M. THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS. WHEN AIR TEMPERATURE IS BETWEEN 85 AND 90 DEG F, REDUCE MIXING AND DELIVERY TIME FROM 1-1/2 HOURS TO 75 MINUTES. WHEN AIR TEMPERATURE IS ABOVE 90 DEG F, REDUCE MIXING AND DELIVERY TIME TO 60 MINUTES. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL BE DISCARDED WITH NO EXCEPTIONS. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE.

XI. PAVING AND GRADING NOTES

- A. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- B. SUBGRADE MATERIAL SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180, METHOD "D" AND SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 120. THE TEST RESULTS SHALL BE ACCEPTED BY DSWM AND ENGINEER PRIOR TO PLACEMENT OF BASE MATERIAL.
- C. IF THE PLANS INDICATE A LIMEROCK BASE, THE CONSTRUCTION AND THE MATERIAL FOR THE LIMEROCK BASE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 230. THE LIMEROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180, METHOD "D". THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. DSWM AND ENGINEER REQUIRE DENSITY TESTS AT 50' O.C. FOR TRENCH RESTORATIONS (MINIMUM ONE (1) TEST PER TRENCH). FOR THE REMAINING APPLICATIONS TESTING SHALL BE COMPLETED EVERY 10,000 SF OR AT MINIMUM TWO (2) TEST LOCATIONS, WHICH EVER IS GREATER. UNLESS NOTED DIFFERENTLY IN THE PLANS. THE TEST RESULTS SHALL BE ACCEPTED BY THE DSWM AND ENGINEER.
- D. THE MATERIAL TO BE USED AS A STABILIZER SHALL BE SOIL OF HIGH BEARING VALUE SUCH AS SAND-CLAY, GROUND LIMESTONE, CRUSHED LIMEROCK, OYSTER SHELL, COQUINA SHELL, ROCK SCREENINGS, OR ANY OTHER MATERIAL WHICH IS SUITABLE FOR STABILIZATION. MUCK SHALL NOT BE USED AS STABILIZING MATERIAL.
- E. MATERIAL HAVING A PLASTICITY INDEX AT MORE THAN 10 OR A LIQUID LIMIT GREATER THAN 40 SHALL NOT BE USED. ALL MATERIAL USED FOR STABILIZING THE ROADBED SHALL PASS A 3-1/2 INCH RING.
- F. WHERE THE BEARING VALUE OF THE EXISTING SUBGRADE IS ADEQUATE WITHOUT ADDITION OF STABILIZING MATERIAL, THE SUBGRADE SHALL BE SCARIFIED AND DICED, HARROWED, BLADED, OR TILLED FOR REMOVAL OF BOULDERS, ROOTS, ETC. TO ASSURE UNIFORMITY AND THOROUGH MIXING OF MATERIAL TO THE FULL WIDTH AND DEPTH OF REQUIRED STABILIZATION. THE COMPACTED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN ON THE PLANS.
- G. CONTRACTOR SHALL CUT AND REMOVE EXISTING PAVERS. NEW CONSTRUCTION SHALL MATCH EXISTING FINISH SURFACE MEET AND MEET SHALL ALSO MEAN SAW CUT AND MATCH.
- H. PRIOR TO THE BEGINNING OF STABILIZING OPERATIONS, THE AREA TO BE STABILIZED SHALL HAVE BEEN CONSTRUCTED TO AN ELEVATION SUCH THAT UPON COMPLETION OF STABILIZING OPERATIONS, THE COMPLETED STABILIZED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN IN THE PLANS. PRIOR TO THE SPREADING OF ANY ADDITIVE STABILIZING MATERIAL THE SURFACE OF THE ROADBED SHALL BE BROUGHT TO A PLACE APPROXIMATELY PARALLEL TO THE PLANE OF THE PROPOSED FINISHED SURFACE.
- I. THE STABILIZING MATERIAL SHALL BE APPLIED IN SUCH QUANTITY AS IS NECESSARY TO PRODUCE THE REQUIRED BEARING VALUE. IT SHALL BE INCORPORATED WITH THE SUBGRADE BY FLOWING, DICING, HARROWING, BLADING OR MIXING WITH ROTARY TILLERS UNTIL THE MIXED MATERIALS ARE OF A UNIFORM BEARING VALUE FOR THE FULL WIDTH

AND DEPTH OF THE COURSE BEFORE COMPACTION, REGARDLESS OF THE CHARACTER OR BEARING VALUE. ALL MATERIALS IN THE STABILIZING COURSE THAT WILL NOT PASS A 3-1/2" RING SHALL BE REMOVED OR BROKEN DOWN TO A SIZE NOT LARGER THAN 3-1/2 INCHES.

- J. THE LIMEROCK SHALL BE TRANSPORTED TO THE POINT WHERE IT IS TO BE USED OVER BASE PREVIOUSLY PLACED, IF PRACTICABLE, AND DUMPED ON THE END OF THE PROCEEDING SPREAD, HAULING OVER THE SUBGRADE AND DUMPING ON THE SUB GRADE WILL BE PERMITTED ONLY WHEN IN THE ENGINEERS' OPINION THESE OPERATIONS WILL NOT BE DETRIMENTAL TO THE BASE.
- K. THE LIMEROCK SHALL BE SPREAD UNIFORMLY, WITH EQUIPMENT ACCEPTABLE TO THE ENGINEER, ALL SEGREGATED OR OTHERWISE UNACCEPTABLE AREAS SHALL BE REMOVED AND REPLACED WITH PROPERLY GRADED ROCK, AFTER SPREADING IS COMPLETED, THE ENTIRE SURFACE SHALL BE SCARIFIED AND THEN SHAPED SO AS TO PRODUCE THE REQUIRED GRADE, THICKNESS AND CROSS-SECTION AFTER COMPACTION. LIFTS SHALL HAVE A MAXIMUM COMPACTED THICKNESS OF SIX INCHES.
- L. COMPACTION SHALL BE ACCOMPLISHED AT OPTIMUM MOISTURE. WHEN THE MATERIAL DOES NOT HAVE THE PROPER MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY, WETTING OR DRYING WILL BE REQUIRED. ADDED WATER SHALL BE UNIFORMLY MIXED TO THE FULL DEPTH OF THE COURSE WHICH IS BEING COMPACTED.

XII. PAVEMENT MARKINGS AND SIGNAGE

- A. ALL PAVEMENT STRIPINGS SHALL BE THERMOPLASTIC AND IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS."
- B. ALL PAVEMENT STRIPINGS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "ROADWAY AND TRAFFIC DESIGN STANDARDS," LATEST EDITION, AND TO THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION.
- C. ALL EXISTING MARKINGS IN CONFLICT WITH THE PROPOSED DESIGN SHALL BE REMOVED.
- D. TRAFFIC / PARKING LOT SIGNS:

1. MATERIALS: FOLLOW SECTION 700 OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION; AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"(MUTCD) BY THE U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
2. PLACEMENT: IN ACCORDANCE WITH PART 2 OF THE MUTCD.

- E. ALL TRAFFIC CONTROL SIGNAGE, EQUIPMENT AND MATERIALS TO BE APPROVED BY MIAMI-DADE PUBLIC WORKS DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION PRIOR TO INSTALLATION.

XIII. PROJECT CLOSEOUT

- A. CLEANING UP:
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE BROOM SWEEP CLEAN.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OF RECORD, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END, THE CONTRACTOR SHALL DO, AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, SIDEWALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
3. WHERE MATERIAL OR DEBRIS HAS WASHED, FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION, SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- C. ALL UNPAVED SURFACES DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE CONSTRUCTION.

XIV. GENERAL NOTES

1. CONTRACTOR TO COMPLETE SPECIAL BUILDING INSPECTOR FORM FOR SOIL COMPACTION PER CMDC SECTION 8-22. THE FORM CAN BE FOUND AT THIS WEBSITE AND ATTACHED WITH THE PERMIT PLANS:
[HTTPS://WWW.MIAMIDADE.GOV/PERMITS/LIBRARY/FORMS/SPECIAL-INSPECTOR.PDF](https://www.miamidade.gov/permits/library/forms/special-inspector.pdf)
2. THE TYPE OF SOIL AT THE SITE IS A MIXTURE OF SAND, MARL, AND LIMESTONE. THE SOIL BEARING CAPACITY IN THE AREA FOR THESE TYPES OF SOILS IS NO MORE THAN 2,000 POUNDS PER SQUARE FOOT (PSF). PER SCS CALCULATIONS THE SOIL BEARING CAPACITY IS 1,700 PSF. IN ACCORDANCE WITH FBC SECTION 1803.
3. BELOW ARE CALCULATIONS FOR DEAD LOAD (DL), LIVE LOAD (LL), WINDY VELOCITY, AND EXPOSURE PER FBC 107.3.5(8):

Geometry, Materials and Criteria

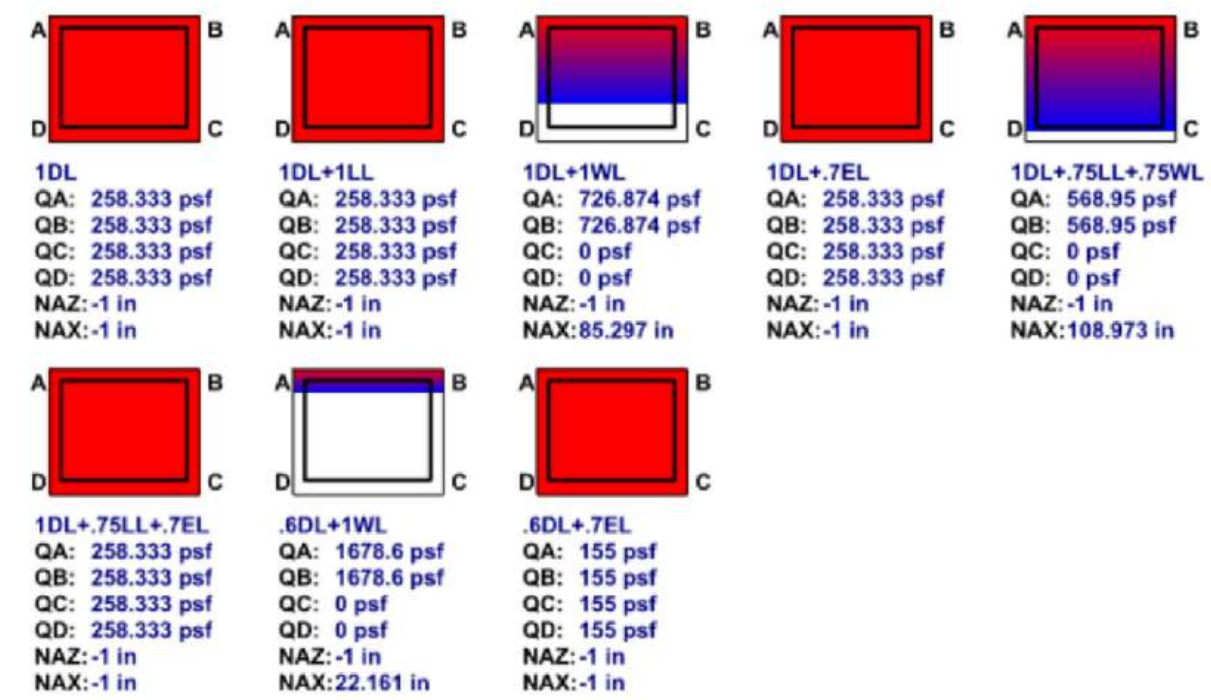
Length	:12 ft	eX :0 in	Gross Allow. Bearing	:1700 psf	Steel fy	:60 ksi
Width	:10 ft	eZ :0 in	Concrete Weight	:145 pcf	Minimum Steel	:.0018
Thickness	:6 in	pX :96 in	Concrete Fc	:3 ksi	Maximum Steel	:.0075
Height	:0 in	pZ :120 in	Design Code	:ACI 318-02		
Footing Top Bar Cover	:3 in		Overtuning Safety Factor	:1.5	Phi for Flexure	:0.9
Footing Bottom Bar Cover	:3 in		Coefficient of Friction	:0.3	Phi for Shear	:0.75
Pedestal Longitudinal Bar Cover	:1.5 in		Passive Resistance of Soil	:0 k	Phi for Bearing	:0.65

Loads

	P (k)	Vx (k)	Vz (k)	Mx (k-ft)	Mz (k-ft)	Overburden (psf)
DL	22.3					
WL		4.5			79.3	0

Soil Bearing

Description	Categories and Factors	Gross Allow.(psf)	Max Bearing (psf)	Max/Allowable Ratio
ASCE 2.4.1-1	1DL	1700	258.333 (A)	.152
ASCE 2.4.1-2	1DL+1LL	1700	258.333 (A)	.152
ASCE 2.4.1-3a	1DL+1WL	1700	726.874 (A)	.428
ASCE 2.4.1-3b	1DL+.7EL	1700	258.333 (A)	.152
ASCE 2.4.1-3c	1DL+.75LL+.75WL	1700	568.95 (A)	.335
ASCE 2.4.1-3d	1DL+.75LL+.7EL	1700	258.333 (A)	.152
ASCE 2.4.1-4	.6DL+1WL	1700	1678.6 (A)	.987
ASCE 2.4.1-5	.6DL+.7EL	1700	155 (A)	.091



Footing Flexure Design (Bottom Bars)

Description	Categories and Factors	Mu-XX (k-ft)	Z Dir As (in²)	Mu-ZZ (k-ft)	X Dir As (in²)
ACI 9-1	1.4DL+1.7LL	1.808	.147	2.17	.176
ACI 9-2	1.05DL+1.275LL+1.275WL	1.356	.11	5.639	.462
ACI 9-3	.9DL+1.3WL	1.162	.094	7.031	.578
IBC 16-5	1.2DL+1LL+1EL	1.55	.126	1.86	.151
IBC 16-6	.9DL+1EL	1.163	.094	1.395	.113

Note: Overburden and footing self weight are included in the DL load case.

Footing Flexure Design (Top Bars)

Description	Categories and Factors	Mu-XX (k-ft)	Z Dir As (in²)	Mu-ZZ (k-ft)	X Dir As (in²)
SW+OVER	1SW+1OVER	0	0	.435	.035

Footing Shear Check

Two Way (Punching) Vc: 150.021 k One Way (X Dir. Cut) Vc: 36.15 k One Way (Z Dir. Cut) Vc: 43.38 k

Description	Categories and Factors	Punching Vu(k)	Vu/φVc	X Dir. Cut Vu(k)	Vu/φVc	Z Dir. Cut Vu(k)	Vu/φVc
ACI 9-1	1.4DL+1.7LL	12.956	.115	2.788	.103	3.345	.103
ACI 9-2	1.05DL+1.275LL+1.275WL	13.133	.117	2.091	.077	8.605	.264
ACI 9-3	.9DL+1.3WL	14.376	.128	1.792	.066	10.667	.328
IBC 16-5	1.2DL+1LL+1EL	11.105	.099	2.39	.088	2.868	.088
IBC 16-6	.9DL+1EL	8.329	.074	1.792	.066	2.151	.066

Note: Overburden and footing self weight are included in the DL load case.

Concrete Bearing Check (Vertical Loads Only)

Bearing Bc : 29379.1 k

Description	Categories and Factors	Bearing Bu (k)	Bearing Bu/φBc
ACI 9-1	1.4DL+1.7LL	43.4	.002
ACI 9-2	1.05DL+1.275LL+1.275WL	32.55	.002
ACI 9-3	.9DL+1.3WL	27.9	.001
IBC 16-5	1.2DL+1LL+1EL	37.2	.002
IBC 16-6	.9DL+1EL	27.9	.001

Note: Overburden and footing self weight are included in the DL load case.

Overtuning Check (Service)

Description	Categories and Factors	Mo-XX (k-ft)	Ms-XX (k-ft)	Mo-ZZ (k-ft)	Ms-ZZ (k-ft)	OSF-XX	OSF-ZZ
ASCE 2.4.1-1	1DL	0	186	0	155	NA	NA
ASCE 2.4.1-2	1DL+1LL	0	186	0	155	NA	NA
ASCE 2.4.1-3a	1DL+1WL	0	186	81.55	155	NA	1.901
ASCE 2.4.1-3b	1DL+.7EL	0	186	0	155	NA	NA
ASCE 2.4.1-3c	1DL+.75LL+.75WL	0	186	61.162	155	NA	2.534
ASCE 2.4.1-3d	1DL+.75LL+.7EL	0	186	0	155	NA	NA
ASCE 2.4.1-4	.6DL+1WL	0	111.6	81.55	93	NA	1.14
ASCE 2.4.1-5	.6DL+.7EL	0	111.6	0	93	NA	NA

Mo-XX: Governing Overtuning Moment about AD or BC

Ms-XX: Governing Stabilizing Moment about AD or BC

OSF-XX: Ratio of Ms-XX to Mo-XX

Assumptions:

- Design Wind Speed (Vw) = 175 miles per hour (MPH)
- 10' Container Design Weight = 22,300 pounds (lbs)
- 10' Container Dimensions = 10'L x 8'W x 8.5'H
- Drag Coefficient (Cd) = 1.4
- Wind Pressure (P) = 0.00256 x Vw^2
- Wind Force (F) = P x A x Cd
- Overtuning Moment (Mo) = F x H
- Base Shear Force (V) = 0.20 x Vw

Wind Pressure (P) = 0.00256 x Vw^2, therefore;
P = 0.00256 x (175 MPH)^2 = 78.4 psf

Area of Largest Container Wall (A) = L X H, therefore;
A (10' Container) = 10' x 8.5' = 85 sf

Wind Force (F) = P x A x Cd, therefore;
F (10' Container) = 78.4 psf x 85 sf x 1.4 = 9,330 lbs

Overtuning Moment (Mo) = F x H, therefore;
Mo (10' Container) = 9,330 lbs x 8.5' = 79,305 lb-ft = 79.31 kips-ft

Base Shear Force (V) = 0.20 x Vw, therefore;
V (10' Container) = 0.20 x 22,300 lbs = 4,460 lbs = 4.5kips

PERMIT SET

DATE: AUGUST 2025

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NOTES AND SPECIFICATIONS

MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION WEST PERRINE TRC

MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

SCS ENGINEERS
STEARNES, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.
18001 Old Cutler Road Suite 556 Palmetto Bay, FL 33157
PH. (305) 412-8185 FAX. (305) 412-8105
FLORIDA FIRM REGISTRATION - RY 4892

PROJ. NO. 09219062.00
DATE: 08/13/2025
DRAWN BY: MP
CHECKED BY: YH
APPROVED BY: CB

CADD FILE: C-1;1 NOTES AND SPECIFICATIONS.DWG

DATE: AUGUST 2025

SCALE: AS SHOWN

DRAWING NO.

C-1.1

SHEET 2 of 6

YUDEK HASBUN, P.E.
CERTIFICATE NO. 54810



- NOTES:**
- USED OIL CONTAINER WILL BE USED ONLY FOR STORAGE UNDER METROPOLITAN DADE COUNTY ENVIRONMENTAL QUALITY CONTROL BOARD ORDER 97-53 DATED 01/08/1998.
 - VERIFY SITE LAYOUT WITH MIAMI DADE DSWM STAFF PRIOR TO INSTALLATION.
 - DO NOT DISTURB OTHER AREAS, FACILITY TRAFFIC OR PUBLIC ACCESS TO FACILITIES DURING INSTALLATION.
 - STRUCTURES TO BE INSTALLED MINIMUM OF 4 FEET AWAY FROM SEPTIC SYSTEM AND DRAINFIELD.
 - ADA PARKING SPACE STRIPED ON TOP OF PAVERS.
 - CONCRETE SLAB SURFACE TO BE LEVEL AS TO PROVIDE AN EVEN SURFACE FOR HOUSING STRUCTURE.
 - HOUSING STRUCTURE WILL BE USED TO STORE USED OIL CONTAINERS AS PRESENTED IN SHEET C-3.0.
 - THESE CONSTRUCTION DOCUMENTS ARE COMPLIANT WITH THE ADA ACCESSIBILITY GUIDELINES (ADAAG) AND UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS), WHERE APPLICABLE.
 - ADA CITIZENS ARE INTENDED TO REMAIN IN THE ACCESSIBLE PARKING SPACE WHILE THE FACILITY OPERATOR ASSISTS IN THE DISPOSAL OF WASTE PRODUCTS.
 - THE ELEVATIONS PROVIDED WERE BASED ON SURVEY DATA PROVIDED BY THE CLIENT.
 - THAT MINIMUM ELEVATION FOR FINISH FLOOR OF SHIPPING CONTAINER MUST BE 1FT ABOVE BASE FLOOD ELEVATION. THE FEMA FLOOD ZONE IS 10.00' BASED ON FLOOD ZONE X MAPS BY MIAMI-DADE COUNTY.
 - THESE PERMIT PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH FBC 107.3.5.
 - THESE PERMIT PLANS ARE IN COMPLIANCE WITH THE FOLLOWING APPLICABLE CODES: FFPC 101-8.7.3 NFPA 1 FIRE CODE (2021 EDITION) CHAPTER 60 NFPA 30 FLAMMABLE AND COMBUSTIBLE LIQUIDS CODE (2021 EDITION) AND FFPC 101 (8th/2021 EDITION) ASA GOVERNING CODES.

LEGEND:

- HOUSING STRUCTURE
- CONCRETE SLAB
- EXISTING PAVERS
- EXISTING PROPERTY LINE
- PERMANENT STEEL TRAFFIC BOLLARD
- REMOVABLE BOLLARD
- PROPOSED ADA SIGN
- TOPOGRAPHIC ELEVATIONS
- PROPOSED CONCRETE SLAB FINAL SURFACE ELEVATION

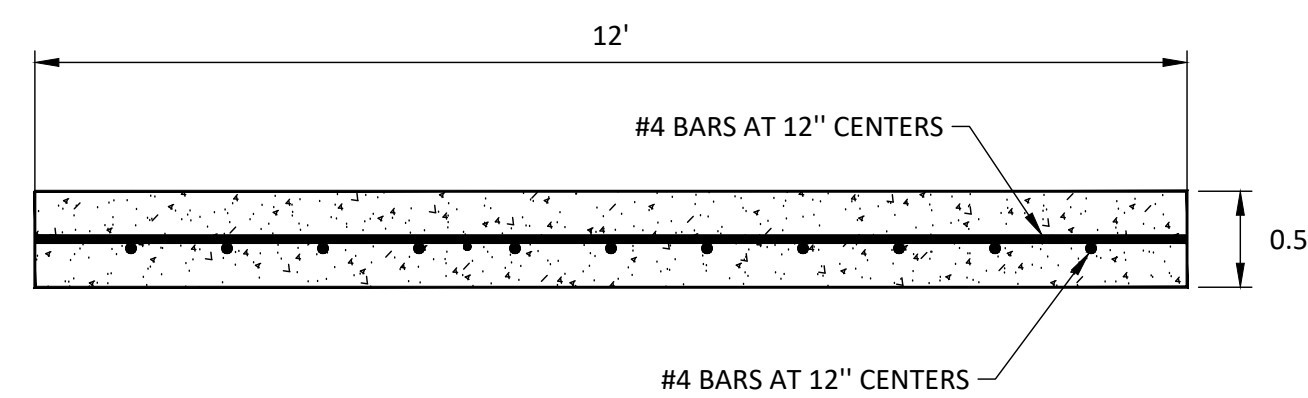
ENGINEER'S CERTIFICATION:
THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), AS ADOPTED BY MIAMI DADE ADMINISTRATIVE ORDER No. 10-10.

Yudex A. Hasbun, Professional Engineer, State of Florida, License No. 54810.
This item has been digitally signed and sealed by Yudex A. Hasbun, PE, on 8/19/2025.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

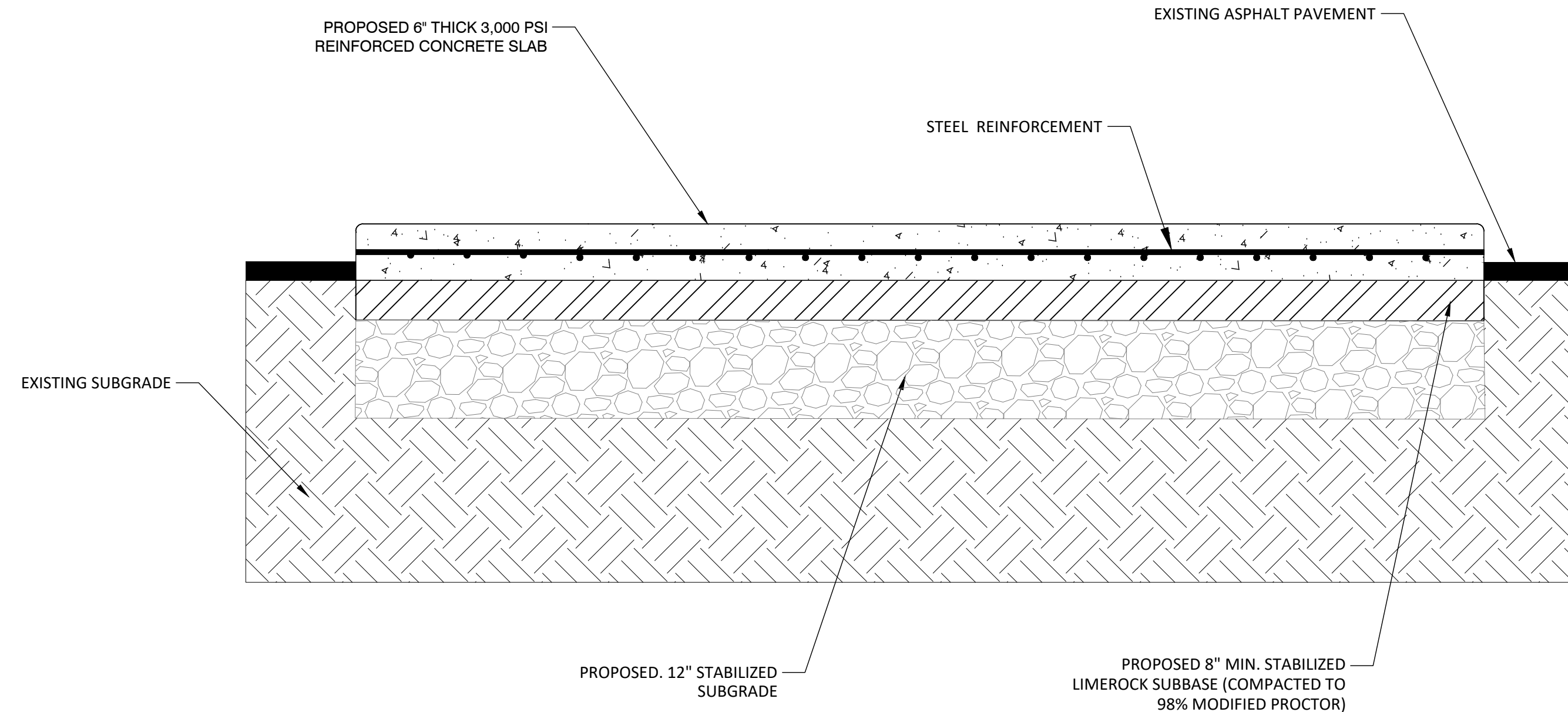
PERMIT SET
DATE: AUGUST 2025
Sunshine811.com
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CLIENT		SHEET TITLE		PROJECT TITLE	
MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT		SITE LOCATION PLAN		MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION WEST PERRINE TRC	
SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 18001 Old Cutler Road Suite 556 Palmetto Bay, FL 33157 PH. (305) 412-8185 FAX. (305) 412-8105 FLORIDA FIRM REGISTRATION - RY 4892		CADD FILE: C-2.0 SITE LOCATION PLAN_REV3.DWG		DATE: AUGUST 2025	
SCALE: AS SHOWN		DRAWING NO. C-2.0		SHEET 3 of 6	
CHK. BY: CB		DESCRIPTION RESPONSE TO COMMENTS		YUDEK HASBUN, P.E. CERTIFICATE NO. 54810	
REV		DATE		RESPONSE TO COMMENTS	
1		JULY 2022		RESPONSE TO COMMENTS	
2		APRIL 2023		RESPONSE TO COMMENTS	
3		APRIL 2024		REDESIGN	
4		JULY 2025		RESPONSE TO COMMENTS	
5		AUG 2025		RESPONSE TO COMMENTS	

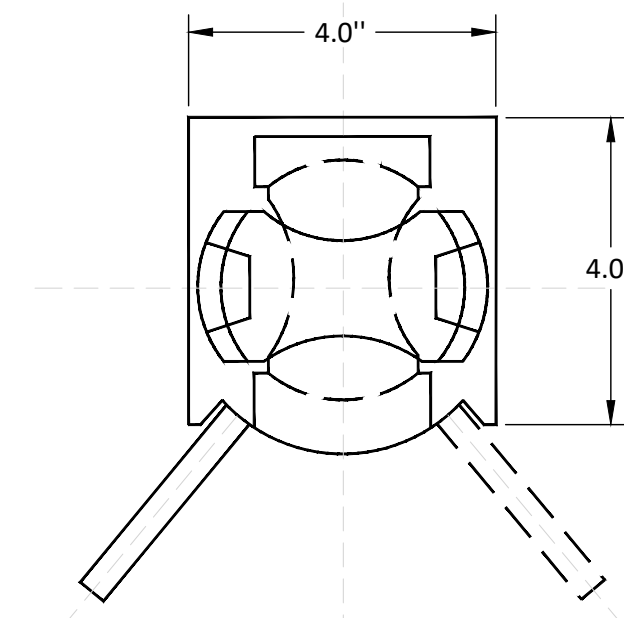
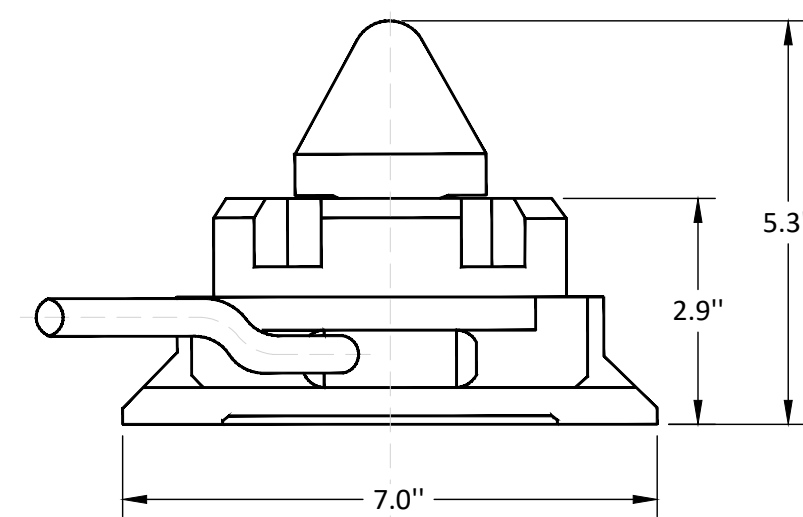
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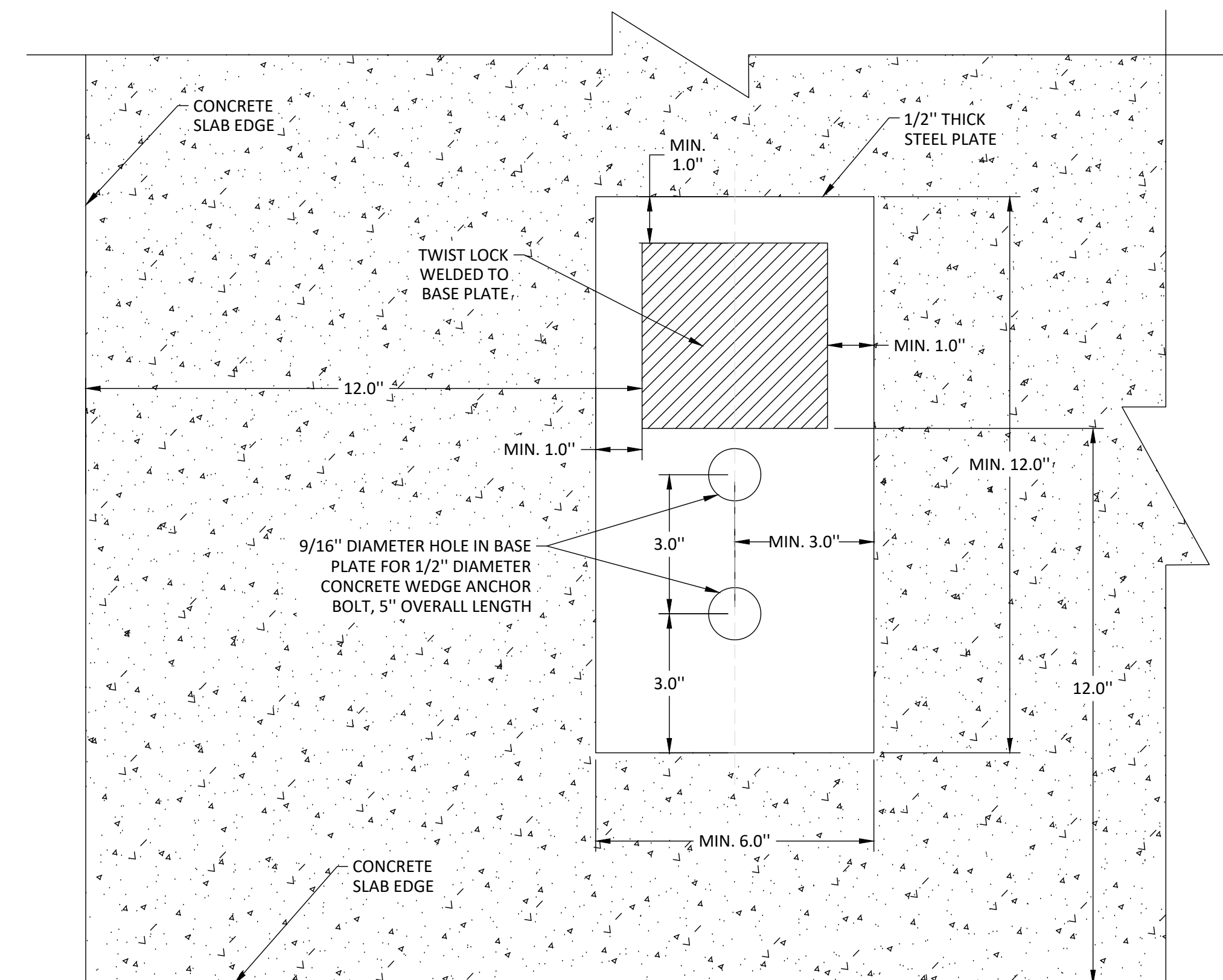
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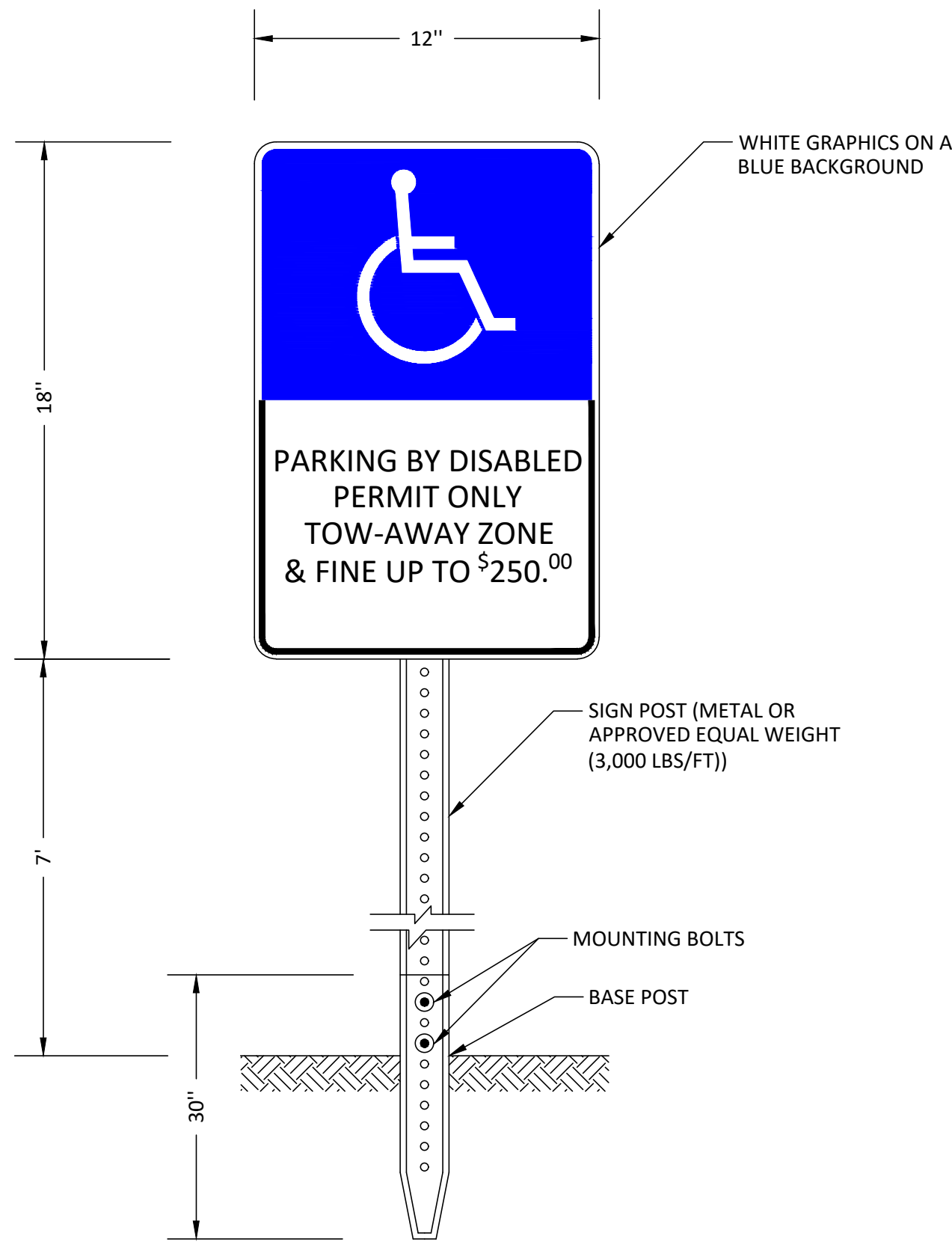
N.T.S.

1. TWIST LOCK ANCHORS TO BE INSTALLED ON CORNER POST OF SHIPPING CONTAINER.
2. TWIST LOCK ANCHOR TO BE WELDED TO STEEL BASE PLATE AS INDICATED ON ANCHOR BASE PLATE DETAIL.
3. STEEL BASE PLATE TO BE ATTACHED TO CONCRETE SLAB THROUGHOUT 1/2" DIAMETER CONCRETE WEDGE ANCHOR BOLT.

A graphic for a permit set. It features the text "PERMIT SET" in large, bold, black letters inside a white rectangular box with a black border. Below this, the text "DATE: MAY 2025" is written in black inside a white cloud-like shape with a black border. To the right of the cloud is a white triangle with a black border containing the number "4". Below these elements, the text "Always call 811 two full business days before you dig" is written in white on a black background. At the bottom, the website "Sunshine811.com" is displayed in large, bold, black letters with a white outline, with a small icon of a shovel digging into the ground below the "811" part.

[illegible]

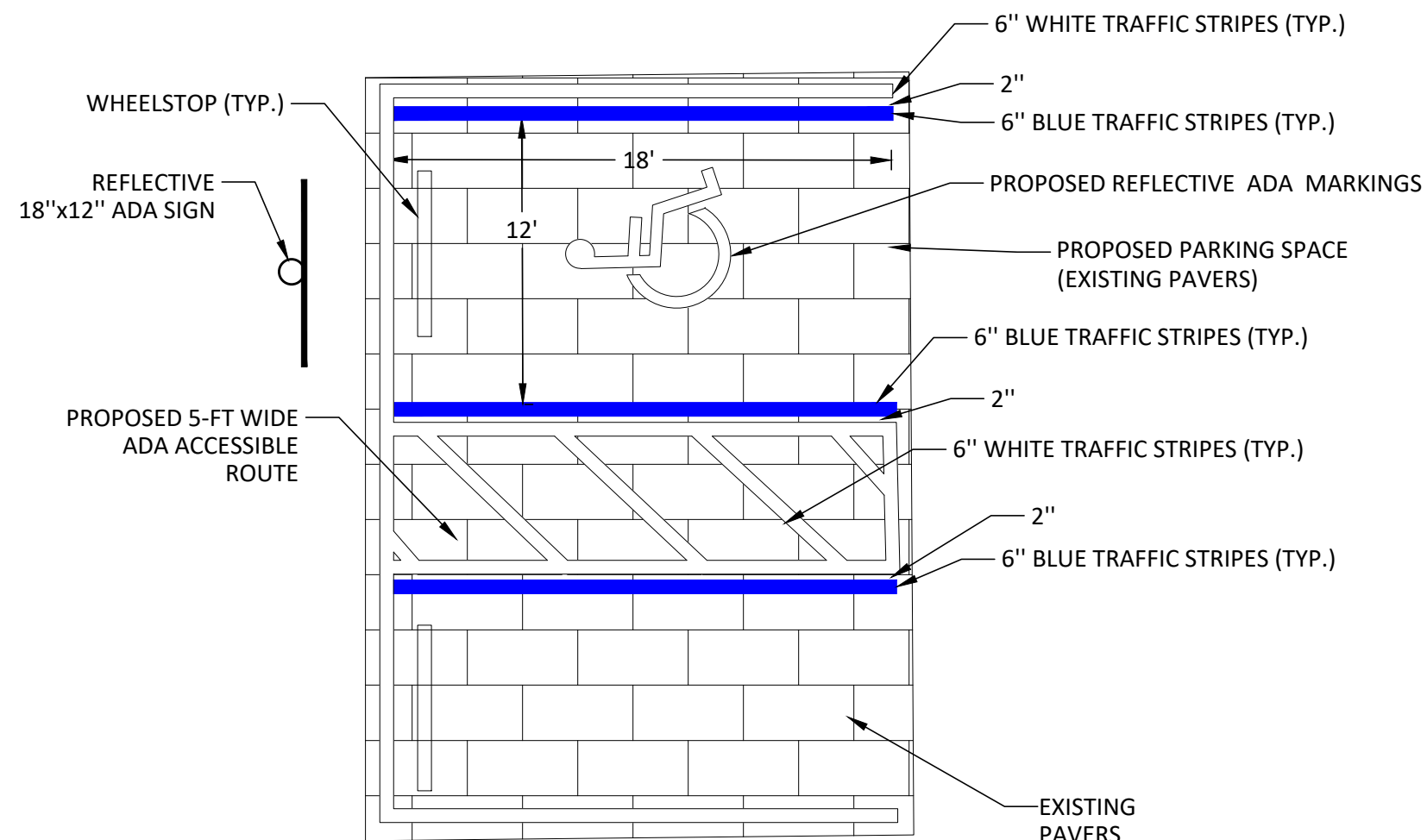
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THE ABOVE POST MOUNTED SIGN, OR EQUIVALENT SHALL BE PLACED AT THE END OF EACH HANDICAP STALL, CLEARLY VISIBLE TO THE VEHICLE DRIVER.

N.T.S.

SIGNAGE FOR HANDICAP STALL DETAIL

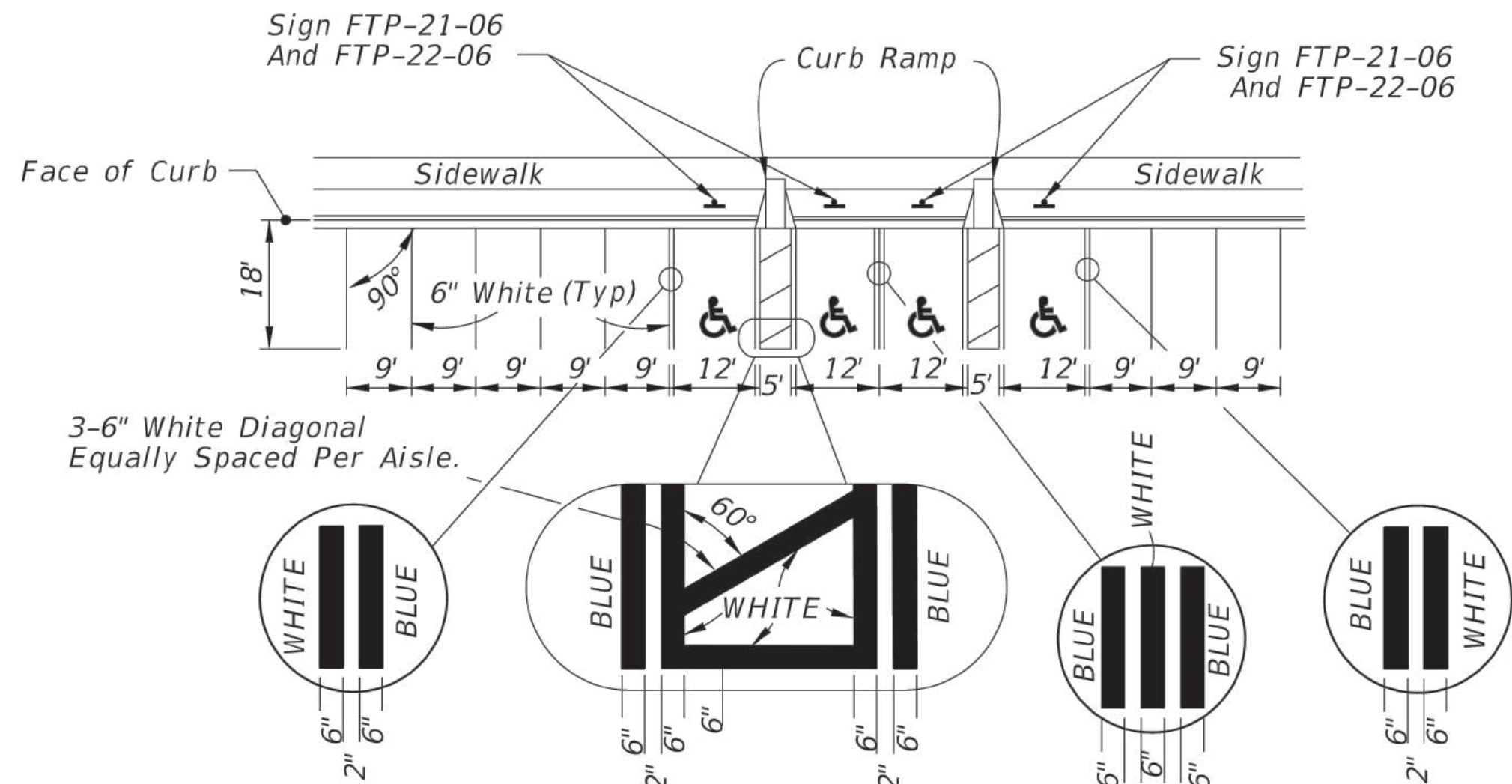


PARKING SPACES AND ACCESSIBLE ROUTE DETAIL

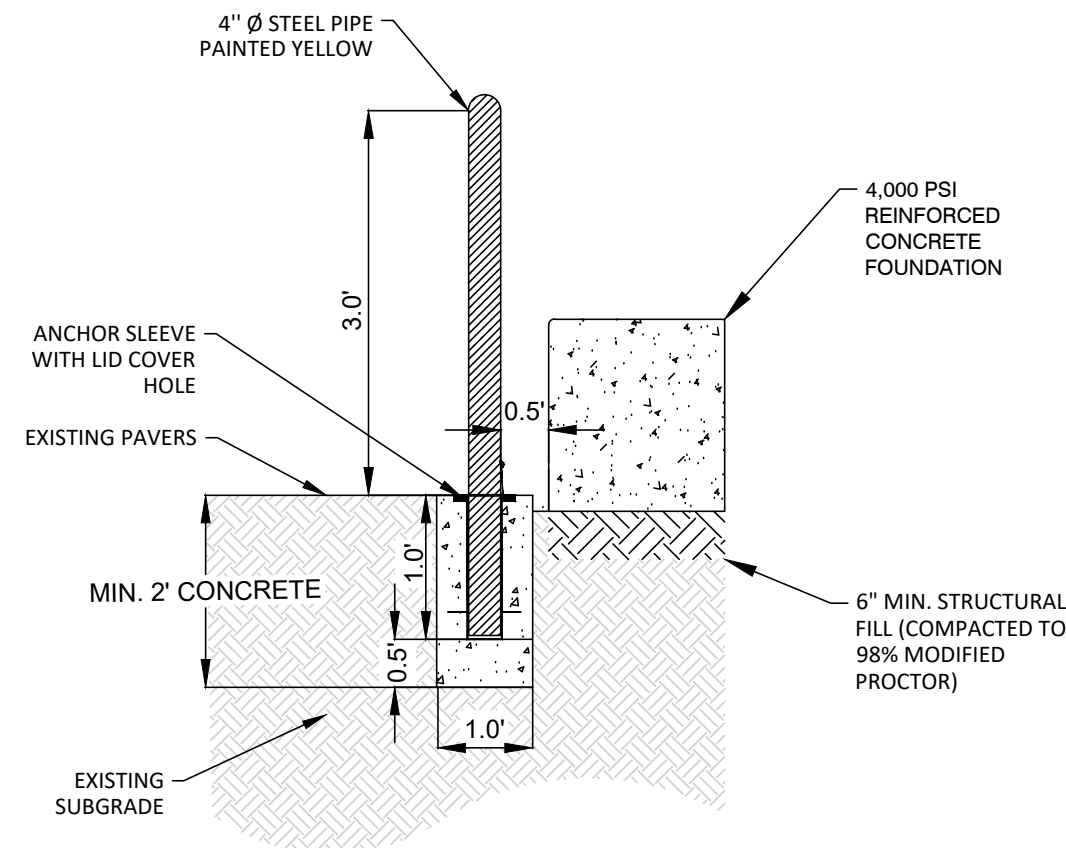


FREE STANDING SIGNAGE FOR HANDICAP ASSISTANCE DETAIL

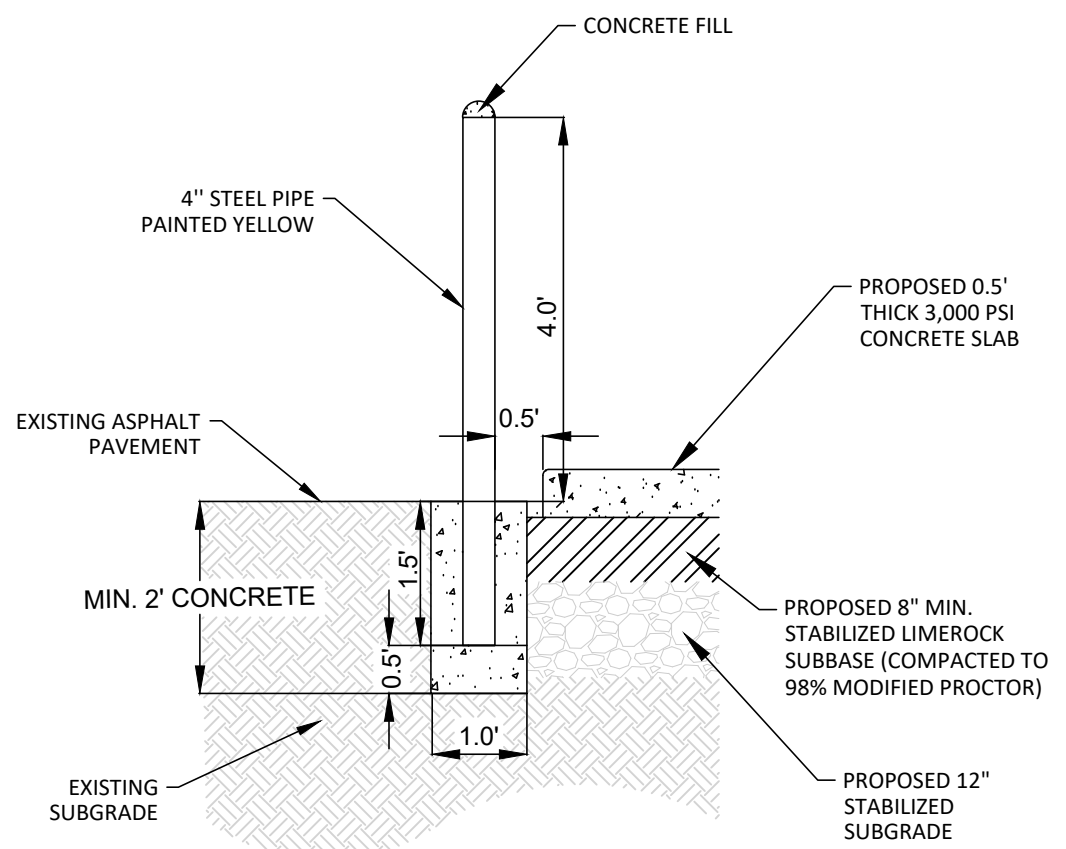
NOTE:
1. THIS SIGN IS 18"X24".



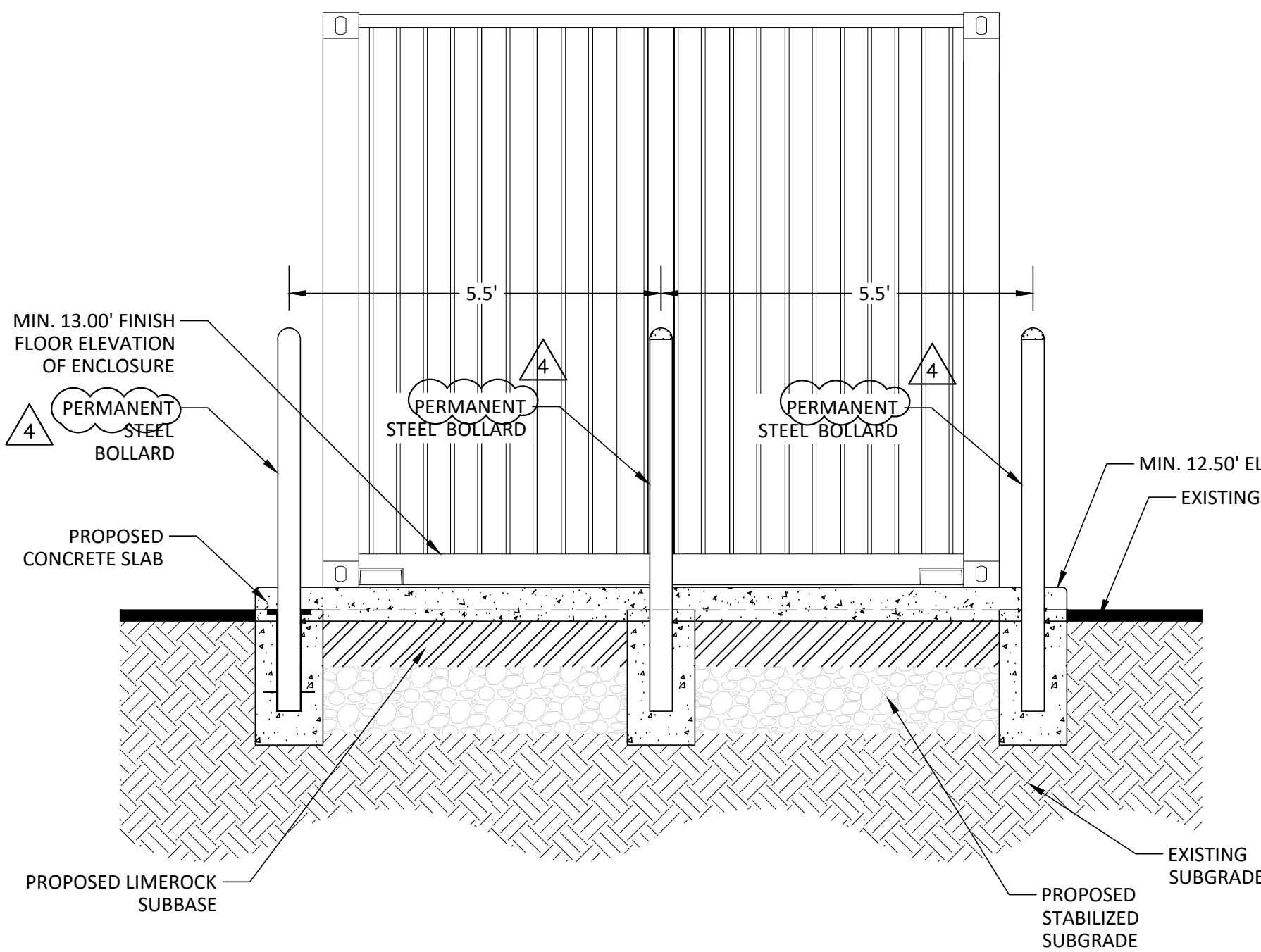
FDOT STANDARD INDEX 711-001
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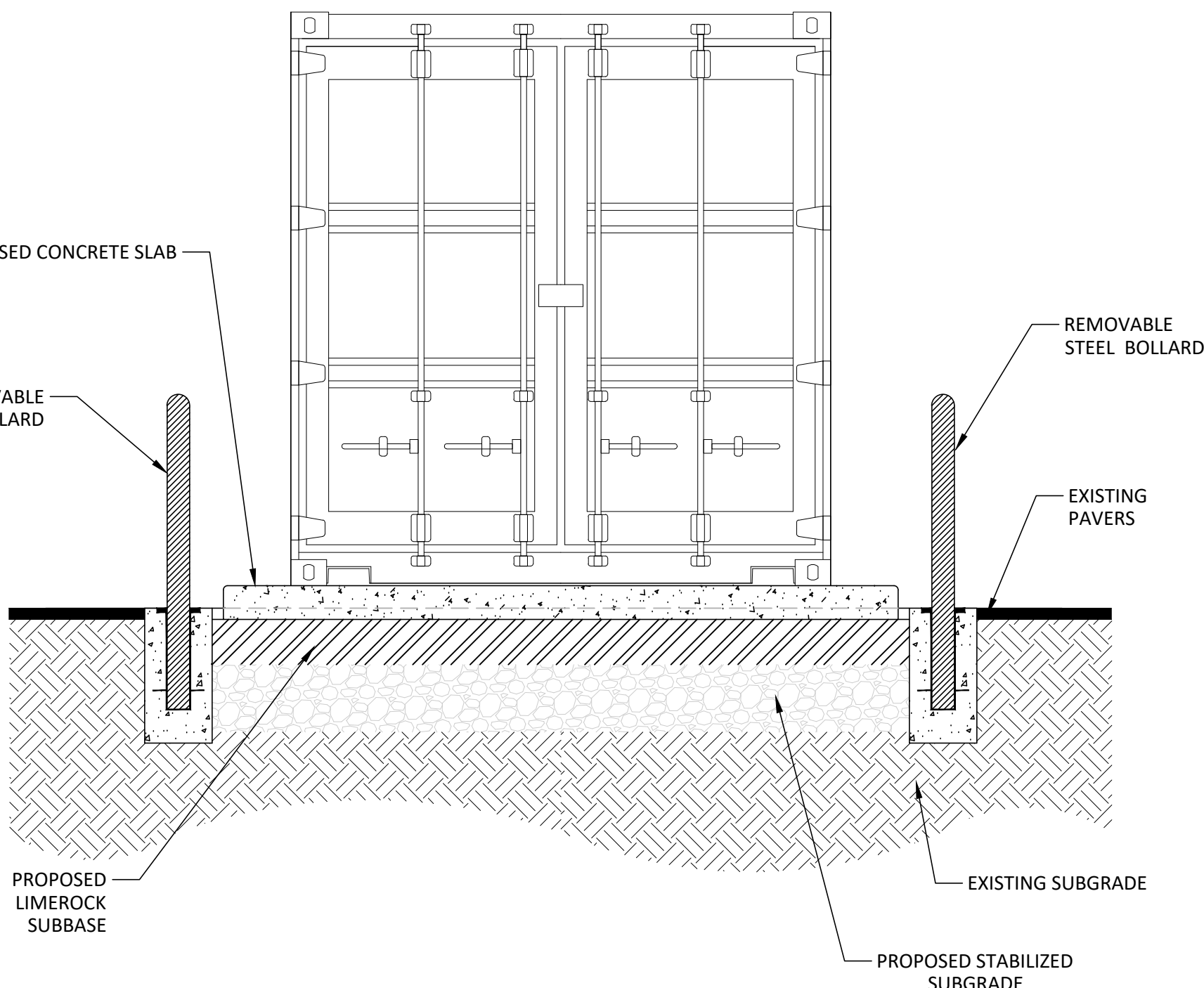
REMOVABLE STEEL BOLLARD DETAIL



PERMANENT STEEL BOLLARD DETAIL



INSTALLATION DETAIL
N.T.S.



Yudex A. Hasbun, Professional Engineer, State of Florida,
License No. 54810.
This item has been digitally signed and sealed by Yudex A. Hasbun, PE, on 03/11/2025.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ENGINEER'S CERTIFICATION:
THESE CONSTRUCTION PLANS DOCUMENTS ARE COMPLIANT WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), AND UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS).

PERMIT SET

DATE: JANUARY 2025

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CLIENT				SHEET TITLE				INSTALLATION DETAILS				PROJECT TITLE				MDC USED MOTOR OIL COLLECTION SYSTEM EXPANSION WEST PERRINE TRC				YUDEX HASBUN, P.E. CERTIFICATE NO. 54810			
REV	DATE	DESCRIPTION	CHK. BY	REV	DATE	DESCRIPTION	CHK. BY	REV	DATE	DESCRIPTION	CHK. BY	REV	DATE	DESCRIPTION	CHK. BY	REV	DATE	DESCRIPTION	CHK. BY	REV	DATE	DESCRIPTION	CHK. BY
1	JULY 2022	RESPONSE TO COMMENTS	CB	1	JULY 2022	RESPONSE TO COMMENTS	CB	1	JULY 2022	RESPONSE TO COMMENTS	CB	1	JULY 2022	RESPONSE TO COMMENTS	CB	1	JULY 2022	RESPONSE TO COMMENTS	CB	1	JULY 2022	RESPONSE TO COMMENTS	CB
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3	APRIL 2024	RESPONSE TO COMMENTS	AR	3	APRIL 2024	RESPONSE TO COMMENTS	AR	3	APRIL 2024	RESPONSE TO COMMENTS	AR	3	APRIL 2024	RESPONSE TO COMMENTS	AR	3	APRIL 2024	RESPONSE TO COMMENTS	AR	3	APRIL 2024	RESPONSE TO COMMENTS	AR
4	JAN 2025	REDESIGN	REDESIGN	4	JAN 2025	REDESIGN	REDESIGN	4	JAN 2025	REDESIGN	REDESIGN	4	JAN 2025	REDESIGN	REDESIGN	4	JAN 2025	REDESIGN	REDESIGN	4	JAN 2025	REDESIGN	REDESIGN
CADD FILE:				DATE: JANUARY 2025				SCALE: AS SHOWN				DRAWING NO. C-4.1				SHEET 6 of 6							

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SECTION 01 10 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 PROJECT DESCRIPTION

- A. The project work to be performed by the CONTRACTOR consists of furnishing all labor, materials, equipment, tools, transportation, services, incidentals, and performing all work necessary to complete the project, in place and ready for service in accordance with the plans and specifications prepared therefore and entitled Miami-Dade County Department of Solid Waste Management. The WORK generally consist of installation of used motor oil collection system at the trash recycling center (TRC). The work includes but is not limited to the following items:

1. Clear site as necessary.
2. Construct temporary traffic barriers.
3. Installation of 10' length, 12' wide, 0.5' depth of concrete slab foundation for housing structure.
4. Installation of housing structure.
5. Installation of used motor oil collection tanks.
6. Installation of steel traffic bollards.
7. Installation of one parking space.

1.02 WORK SEQUENCE

- A. All Work performed under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The CONTRACTOR shall coordinate his work with the COUNTY such that existing utility services are maintained to all users to the maximum extent possible.
- B. The CONTRACTOR shall, if necessary and feasible, construct the work in stages to accommodate the COUNTY's use of the premises during the construction period.
- C. The CONTRACTOR shall, where feasible, construct the WORK in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternate usage.

1.03 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for work, storage, and access to allow work by other contractors, owner occupancy, and normal TRC operations.
- B. Work Days: See Sheet C-1.0.
- C. Access: No later than 5 days after notice to proceed, the CONTRACTOR shall arrange with the COUNTY a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. CONTRACTOR's use of the premises shall be confined to the areas approved by the COUNTY.
- D. Smoking: Smoking is prohibited on the TRC.
- E. CONTRACTOR shall not dispose any refuse on site without approval of the COUNTY

1.04 COUNTY OCCUPANCY AND TRC OPERATIONS

The CONTRACTOR shall cooperate with the COUNTY during construction operations to minimize conflicts with COUNTY work and facilitate COUNTY usage. The CONTRACTOR shall perform the WORK so as not to interfere with the COUNTY's operations, maintenance, environmental monitoring, and other COUNTY activities at the site.

1.05 SITE CONDITIONS

- A. Existing Features: The Contract Documents require the CONTRACTOR to field verify the location of existing features, see Section 01 50 00, Site Conditions Surveys. Existing features include but may not be limited to the following: stormwater drainage structures and underground pipes, electrical panels, forcemain, utilities, roads, guardrails, drainage culverts, fences, and buildings.
- B. The CONTRACTOR shall enforce safety procedures to minimize hazards to workers, the public, and the environment.

1.06 CONSTRUCTION PHOTOGRAPHS

- A. Photographs shall be taken at pre-construction and post-construction.

1.07 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS

- A. The intent of the specifications is to outline or indicate the items of work, or both, which cannot be readily shown on the drawings and, further to indicate the types and qualities of materials. Drawings and specifications shall be considered as being complimentary and items or work mentioned or indicated in one and not in the other shall be included as if mentioned in both. Should drawings disagree in

themselves or with the specifications the better quality or greater quantity of work or materials shall be estimated upon, and shall be provided.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall receive and accept the compensation provided in the Contract as full payment for furnishing all labor, equipment, and materials and for performing all construction/operations necessary to complete the WORK as described in the Contract, and in full payment for all losses or damages incurred during the WORK, for any discrepancies between actual and estimated quantities, or from any unanticipated difficulties which may arise during the WORK until final acceptance by the COUNTY.
- B. Payment for the various items on the Contractor's Bid Form, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles and for all labor, operations, supervision, overhead, profit, and incidentals appurtenant to the items of work being described as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.
- C. No separate payment will be made for any item that is not specifically set forth on the Contractor's Bid Form and all costs therefore shall be included in the prices named on the Contractor's Bid Form for the various appurtenant items of work. Payment for complying with the safety requirements for construction on the work site shall be included in the contract unit price paid for the various items of work wherein it is required, and no separate payment will be made therefore.
- D. The total Bid Amount shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the WORK, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment and tools; including all costs and expenses for taxes, commissions, transportation charges and expenses, permit fees, patent fees, royalties, handling and tests; and performing all necessary labor and supervision to fully complete the WORK shall be included in the bid. All work not specifically set forth as a pay item on the CONTRACTOR's Bid Form shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included in the unit prices bid.
- E. All estimated quantities should be used as a basis of payment. All estimated quantities stipulated on the CONTRACTOR's Bid Form are approximate and are

to be used only (a) as a basis for estimating the probable cost of the WORK and (b) for the purpose of comparing the bids submitted for the WORK. The actual amounts of work done and materials under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished unless it exceeds the estimated quantities in which case a change order must be approved prior to payment for quantities exceeding the estimated quantity.

- F. The CONTRACTOR shall field verify all quantities and dimensions shown on the Drawings or contained in the Contract Specifications.
- G. The CONTRACTOR shall be responsible for establishing contracts with its subcontractors, which have a measurement and payment in accordance with this Section. If the CONTRACTOR establishes a contract with its subcontractors, which is in conflict with this Section, any additional cost incurred will be borne by the CONTRACTOR.
- H. Restoration is not a separate pay item but is considered to be an integral part of the work under the contract, and all contract bid prices include the cost of restoration necessitated by the work related to that bid item. Restoration includes existing structure and property, paving, stabilized roads, drainage piping and ditches, catch basins, head walls, yard culverts, driveways, lawns and ground areas, walkways, and irrigation systems, which are altered, removed or damaged during construction. Cleanup is an integral part of restoration.

1.02 COMPUTATION OF QUANTITIES

- A. Measurement of quantities expressed as area shall be based upon a horizontal, planimetric projection to the work limits as determined by survey record drawings prepared by a surveyor licensed in the State of Florida. Cost of surveying shall be paid by CONTRACTOR, and incorporated into Bid Items, as appropriate.
- B. Measurement of linear items will be for quantities actually field installed to the specified work limits, based upon surveyed stations recorded along the straight or curved centerline of each respective item. Measurement conducted by survey is to be conducted by the CONTRACTOR's approved Florida licensed land surveyor. Vertical components of a length: for example, a lateral vertical riser shall be included in the CONTRACTOR's unit cost for the horizontal length installed. Additional length of material for payment shall not be given for vertical components.
- C. Payment will be made to the limits as specified in the Contract Documents. If the constructed limits are less than the specified limit, payment will be made to the actual limits of construction as shown on the Record Drawings. Payment for quantities that exceed the specified contract limits will only be made with the approval of the COUNTY with acceptable supporting documentation from the CONTRACTOR.

- D. No partial payments shall be made for the installation of items which have not been tested and approved.
- E. Payment will be made monthly until completion of each unit price item based on quantity completed by CONTRACTOR, and verified by the COUNTY. Final payment will be based on quantity calculated from Record Drawings prepared by a Florida Licensed Land Surveyor and confirmed by field measurement by the COUNTY and ENGINEER.
- F. Payment for Lump Sum items will be made as described for each individual lump sum Bid Item, as described in Part 3 of this Section.

1.03 VARIATIONS IN ESTIMATED QUANTITIES

- A. The quantities given in the Contract Documents are approximate, and are given as a basis for the uniform comparison of bids. The COUNTY does not expressly, or by implication, agree that the actual amount of work will correspond therewith.
- B. The CONTRACTOR must provide, for Unit Price WORK, a proposed contract price determined on the basis of estimated quantities required for each item. The estimated quantities of items are not guaranteed and are solely for the purpose of comparing bids. Each such unit will be deemed to include an amount for overhead, profit and indirect costs for each separately defined item.

1.04 BID FORM

- A. The Bid Form for the items contained within this Section can be found in the contract documents.

PART 2 - PRODUCTS

2.01 DESCRIPTION

- A. Housing Structure – One (1) 10' x 8'x 8' Shipping Container
- B. Used Oil Tanks – Two (2) 150 Gallon Double Walled Used Oil Tanks

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. Item No. 001 – Mobilization/Demobilization (Lump Sum)
 - 1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 - 2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. Item includes, but not limited to, performance of preparatory paperwork and

construction operations, movement of personnel and equipment to the project site, safety equipment and furnishing, and installing at the beginning of the project as well as removing and disposing at the conclusion of the project, required facilities to begin work on a substantial phase of the Contract.

The Contract Price for mobilization/demobilization shall be subject to the following provisions:

- a. Partial payments for mobilization/demobilization will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Submittal/completion of items listed in Section 01 50 05, Part 1.01A	25
10 percent total contract amount earned	40
25 percent total contract amount earned	60
50 percent total contract amount earned	80
100 percent total contract amount earned	100

The final payment for mobilization/demobilization will not be made until all temporary facilities, temporary erosion and sedimentation controls, equipment, and appurtenances have been removed from the site.

B. Item No. 002 – Project Survey and Record Drawings (Lump Sum)

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item shall be on a lump sum basis as described below. No price adjustments will be made for this item due to changes in the work. This item consist of all surveying and control required by the Contract Documents. Surveying shall be performed as described in the technical specifications. This WORK includes establishment of appropriate local site benchmarks, baseline surveys, location of utilities, stakeout of elevation and positional information required to complete the construction, progress payment surveys, and obtaining all survey information required to compile Record (As-Built) Drawings as required by the Contract Documents. As-built drawings must be signed and sealed

by a surveyor licensed in the State of Florida.

The Contract Price for Project Survey shall be subject to the following provisions:

- a. Partial payments for surveying will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Final Survey - Record Drawings and As-Built signed and sealed survey as required	100

The following defines complete documents for the surveys notated above:

Final Survey - Record Drawings and As-Built: The final survey will include all features of the project installed as part of the construction project and all existing features within the limits of construction.

- C. Item No. 003 – Remove existing asphalt for concrete pad
 1. Measurement. Installation of subgrade material will be measured on a square yard basis.
 2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- D. Item No. 004 – Disposal of Asphalt
 1. Measurement. Disposal will be measured on a tonnage basis.
 2. Payment. Payment for this item will be at the contract unit price per ton. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- E. Item No. 005 – Excavation (Depth 1ft)
 1. Measurement. Excavation will be measured on a square yard basis. Depth of excavation will be one foot.
 2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material,

labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

F. Item No. 006 – 12” Stabilized Subgrade for concrete pad

1. Measurement. Installation of subgrade material will be measured on a square yard basis.
2. Payment. Payment for this item will be at the contract unit price per square yard, including placement and compaction test results. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

E. Item No. 007 – 8” Limerock Subgrade for concrete pad

1. Measurement. Installation of subgrade material will be measured on a square yard basis.
2. Payment. Payment for this item will be at the contract unit price per square yard, including placement and compaction test results. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

F. Item No. 008 – 6” Reinforced concrete pad

1. Measurement. Measurement for this item shall be on a completed and installed square yard basis.
2. Payment. Payment for this item will be at the contract unit price per square yard. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

G. Item No. 009 – Compaction Testing for 12” Subgrade & 8” Subgrade, soil field-moisture, lab proctor density test, field compaction test

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.
3. Once permit has been issued, the contractor must provide a sign and sealed special inspection form to submit to Miami-Dade County permitting department. The special inspection form must be submitted

prior to the soil compaction test and must be conducted by the personnel listed on the form.

H. Item No. 010 – Concrete Sampling & Testing

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.

I. Item No. 011 – Parking Stripping

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item shall be on a lump sum basis. No price adjustments will be made for this item due to changes in the work. This item consist of all testing required by the Contract Documents.

J. Item No. 012 – Concrete Wheel Stoppers

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

K. Item No. 013 – Handicapped sign

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
1. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

L. Item No. 014 – Free-Standing Sign

2. Measurement. Measurement for this item shall be on a completed and installed unit basis.
1. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material,

labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

M. Item No. 015 & 016 – Removable bollards & Permanent bollards

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

N. Item No. 017 – Shipping container (10'x8'x8')

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

O. Item No. 018 – Collection Tanks (150 gallons)

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.
2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

P. Item No. 019 – Installation of Shipping Container & Used Oil Tanks (using forklift) including labor

1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Q. Item No. 020 – Twisted Anchor Locks – Dovetail

1. Measurement. Measurement for this item shall be on a completed and installed unit basis.

2. Payment. Payment for this item will be at the contract unit price per installed unit. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- R. Item No. 021 – Hexapave-Grid Grass
1. Measurement. Measurement for this item shall be on a completed and installed square feet basis.
 2. Payment. Payment for this item will be at the contract unit price per square feet. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- S. Item No. 022 – Absorbent Material (vermiculite) – 40 cubic feet of material
1. Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed.
 2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.
- T. Item No. 023 – Temporary traffic diversion and control signage and measures
1. Measurement. Measurement for this item shall be on a completed lump sum basis.
 2. Payment. Payment for this item will be on a lump sum basis. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Reimbursable expenses for permit fees will be processed once proof of payment has been provided by the contractor.

END OF SECTION

SECTION 01 20 10

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

This Section specifies administrative and procedural requirements for project meetings including but not limited to:

- A. Pre-construction Conference
- B. Progress Meetings
- C. Coordination Meetings

1.02 DESCRIPTION

- A. The COUNTY will schedule and administer a preconstruction conference, weekly construction progress meetings, and specially called meetings throughout the progress of work. The CONTRACTOR will be responsible for preparing the agenda, making arrangements, preparing the meeting summaries, and presiding at these meetings.
- B. Representatives of CONTRACTOR, Subcontractor(s), and Suppliers attending these meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.03 PRECONSTRUCTION CONFERENCE

After award of the contract, but prior to the notice to proceed, a joint meeting shall be held with representatives of the COUNTY, ENGINEER, CONTRACTOR, including the Project Superintendent, and other invited parties which may be affected by the project.

This meeting is intended to introduce the various key personnel from each organization and to discuss the Contract Documents, the start of construction, order of work, labor and legal requirements, names of the major subcontractors, method of payment, shop drawing submittal schedule, protection of existing facilities and other pertinent items associated with the Project. The CONTRACTOR shall bring five (5) copies of a construction schedule, schedule of values, and shop drawing submittal log to this meeting.

The suggested agenda for the preconstruction meeting is as follows:

- A. Introduction of key personnel and roles

- B. Overview of project
 - 1. Project summary
 - 2. Contract completion time
 - 3. Liquidated damages
 - 4. Guarantee of work
- C. Project schedule
- D. Critical work sequencing
- E. Labor requirements
- F. Relationship and coordination with:
 - 1. Other Contracts
 - 2. On-going Trash recycling center operations
- G. Use of premises
 - 1. Site access and traffic control
 - 2. Office, work and storage areas
 - 3. Temporary facilities/utilities
 - 4. Safety and first aid procedures
 - 5. Security procedures
 - 6. Posting of signs
 - 7. Clean-up procedures
 - 8. Other County requirements
- H. Procedures and processing of:
 - 1. Shop drawings
 - 2. Applications for payment
 - 3. Partial payments
 - 4. Change orders

- 5. Requests for information
- 6. Record documents
- I. Construction facilities controls
- J. Staking of work
- K. Equipment to be used
- L. Material/manufacturers/suppliers to be used
- M. Major equipment/material deliveries
- N. On-site material storage requirements
- O. Project inspections
- P. Record documentation

1.04 PROGRESS MEETINGS

During the course of the Contract, progress meetings will be organized weekly, or as needed, and conducted by the COUNTY and/or ENGINEER to discuss the progress of the Work. Depending on the project progress and schedule, the COUNTY reserves the right to request meetings every other week instead of weekly. The CONTRACTOR and Project Superintendent shall attend these meetings.

The suggested agenda for these meetings:

- A. Review summary of previous meeting
- B. Work progress
 - 1. Since last meeting
 - 2. Expected progress during next work period
- C. Field observations, problems, conflicts
- D. Construction schedule
 - 1. Problems which impede the construction schedule
 - 2. Revisions to schedule
 - 3. Critical/long-lead items
 - 4. Off-site fabrication and delivery schedules

- E. Coordination of work items with County activities
- F. Shop drawing submittals
 - 1. Status of reviews
 - 2. Submittal requirements
 - 3. Remaining submittals
- G. Record documents
 - 1. Well logs, pipe installation records
 - 2. Photographs
 - 3. Red-line mark-ups
 - 4. Survey Notes
- H. Maintenance of quality standards
- I. Pending changes and substitutions
 - 1. Effect on construction schedule and on completion date
 - 2. Effect on other Contracts of the project
- J. Other Business

1.05 COORDINATION MEETINGS

Coordination meetings will be organized as needed unless the specific subject warrants an immediate meeting and cannot wait to be discussed during the next scheduled progress meeting. The CONTRACTOR and Project Superintendent shall attend these meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 10

CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.01 PRE-CONSTRUCTION MEETING SUBMITTALS

- A. At the pre-construction meeting, the CONTRACTOR shall submit the following items to the COUNTY and ENGINEER for review:
 - 1. A preliminary schedule of Shop Drawings submittals and target dates for the project prior to start of construction.
 - 2. Schedule of values that will be used for payment applications.
 - 3. A list of any and all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
 - 4. Health and Safety Plan.

1.02 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, five (5) copies of each submittal. The term “submittal” as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER 15-day minimum prior planning work activity to allow review of same by the ENGINEER, and to accommodate the rate of construction progress required under the Contract. Should any submittal be a part of any schedule milestone and is considered to be unacceptable by the COUNTY, the appropriate milestone shall be considered as not having been met until a complete and properly detailed submittal is received.
- B. Attach to the front of each submittal a title sheet stating the pertinent product information submitted and reference the appropriate Specification Section and Paragraph. Apply stamp, signed or initialed, certifying that all quantities, dimensions, field construction criteria, materials, catalog numbers, and specified performance criteria has been reviewed in accordance with the requirements of the Work and the Contract Documents.

If this information is not provided with each submittal, the submittal shall be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

- C. All shop drawings or other submittals shall be accompanied by the COUNTY's standard submittal transmittal form, or other form mutually agreed upon at the pre-construction meeting. Any submittal not accompanied by the approved form or if all applicable items on the form are not completed, the submittal will be returned to the CONTRACTOR without action taken by the ENGINEER.
- D. Normally, a separate transmittal form shall be used for each specific unrelated item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that this helps speed the review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.
- E. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with comments noted thereon, within 15 calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The COUNTY reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submittal.
- F. If a submittal is returned to the CONTRACTOR marked "**NO EXCEPTIONS TAKEN**," formal revision and resubmission of said submittal will not be required.
- G. If a submittal is returned to the CONTRACTOR marked "**MAKE CORRECTIONS NOTED**," formal revision and resubmission of said submittal will not be required. However, CONTRACTOR shall address the comments/corrections in the final Work. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- H. If a submittal is returned to the CONTRACTOR marked "**AMEND - RESUBMIT**," the CONTRACTOR shall revise said submittal per ENGINEER's comments and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- I. If a submittal is returned to the CONTRACTOR marked "**REJECTED - RESUBMIT**," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- J. Fabrication of an item **shall not** commence before the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "**NO EXCEPTIONS TAKEN**" or "**MAKE CORRECTIONS NOTED**." Revisions indicated on submittals shall be considered as changes necessary to

meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

- K. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct. CONTRACTOR shall use the COUNTY-approved shop drawing stamp agreed upon at the pre-construction meeting. No consideration for review by the ENGINEER of any CONTRACTOR submittals will be made for any items which have not been so certified by the CONTRACTOR. **All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.**
- L. The ENGINEER's review of the CONTRACTOR submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the CONTRACTOR submittals. Any fabrication or other work performed in advance of the receipt of approved submittals shall be entirely at the CONTRACTOR's risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.
- M. Product Data
 - 1. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, reference it to Specification Section and Paragraph number. Show reference standards, performance characteristics, and capacities; dimensions; and required clearances.
 - 2. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
 - 3. Failure to follow the guidelines in paragraphs 1 and 2 above shall be grounds for rejection of CONTRACTOR submittals.
- N. CONTRACTOR shall notify ENGINEER in writing, at time of submittal, of proposed deviations from requirements of Contract Documents.

1.03 CONTRACTOR'S PROJECT SCHEDULES

- A. The schedule shall be comprehensive, covering both activities at the site of the Work and offsite activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic and shall be revised as necessary to meet this requirement. The CONTRACTOR shall promptly advise the COUNTY and ENGINEER of any occurrence that may impact the schedule. No revision to the schedule can be made without approval from the COUNTY and ENGINEER.

- B. The detailed schedule and each revision thereof shall be subject to approval by the COUNTY and ENGINEER for conformity with the requirements of the Contract Documents. The CONTRACTOR shall assist the COUNTY and/or ENGINEER in reviewing and evaluating each schedule furnished. Disapproved schedules returned to the CONTRACTOR shall be revised to correct the defects noted and shall be resubmitted to the COUNTY within five (5) calendar days after receipt.
- C. When required to perform and complete the changed Work in accordance with the revised schedule, the CONTRACTOR shall provide additional labor, materials, equipment, or other factors of production in excess of those in use before the changed Work was ordered.

1.04 RECORD DRAWINGS

- A. CONTRACTOR's Record Drawings shall be maintained in accordance with this Section, Section 01 70 30. The CONTRACTOR shall keep and maintain at the job site one set of draft redline Drawings.
 - 1. On these, the CONTRACTOR shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction.
 - 2. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated or which were not indicated on the Contract Drawings.
 - 3. Redline Drawings shall be supplemented by any detailed sketches or typewritten changes to the Specifications, as necessary or directed, to indicate fully the Work as actually constructed.
 - 4. These master Redline Drawings shall be the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by the addenda, change orders, and the like.
 - 5. Redline Drawings shall be maintained up-to-date during the progress of the Work and available for inspection by the COUNTY and ENGINEER.
- B. Redline Drawings shall be accessible to the ENGINEER and COUNTY at all times during the construction period and shall be delivered to the ENGINEER upon Substantial Completion of the Work.
- C. Requests for partial payments will not be approved if the Redline Drawings are not kept current and not until the completed Redline Drawings showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents have been inspected by the ENGINEER or COUNTY.

- D. Final payment will not be approved until the CONTRACTOR-prepared Record Drawings have been approved by the ENGINEER as described in the Special Conditions.
- E. Upon Substantial Completion of the Work and prior to final acceptance, the CONTRACTOR shall complete and deliver a preliminary set of Record Drawings and Pipe Route Survey Table to both the COUNTY and ENGINEER for review, conforming to the construction records of the CONTRACTOR.
 - 1. The CONTRACTOR shall take care in reviewing the preliminary Record Drawings and Survey Data for accuracy and completeness.
 - 2. If more than one review of the Record Drawings and Survey Data is required, the CONTRACTOR shall reimburse the COUNTY for the time-and-materials cost for the ENGINEER's subsequent reviews.
 - 3. The Record Drawings shall be generated using AutoCAD 2023 computer software or newer and consist of corrected plans showing the reported location of the Work.
 - 4. Upon the ENGINEER's acceptance of the Record Drawings, the CONTRACTOR shall provide five (5) complete sets of Record Drawings to the ENGINEER.
 - 5. The information submitted by the CONTRACTOR will be assumed to be reliable, and the ENGINEER will not be responsible for the accuracy of such information, nor for any errors or omissions, which may appear on the Record Drawings as a result.

1.05 PROGRESS REPORTS

- A. A progress report shall be furnished to the COUNTY with each application for progress payment. If the Work falls behind schedule, the CONTRACTOR shall submit additional progress reports at such intervals as requested.
- B. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to the COUNTY and ENGINEER, must be substantiated with satisfactory evidence.
- C. Each progress report shall include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of working days required to complete each.

1.06 SURVEY DATA

All field books, notes, as-built, photographs, sketches and other data developed by the CONTRACTOR in performing the surveys required by the Work shall be available to the ENGINEER and COUNTY for examination throughout the construction period. All such data shall be submitted to the COUNTY with documentation required for final acceptance of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 SITE INVESTIGATION AND CONTROL

- A. CONTRACTOR shall verify all dimensions in the field and check field conditions continuously during construction. CONTRACTOR shall be solely responsible for any inaccuracies built into the WORK due to CONTRACTOR's failure to comply with this requirement.
- B. CONTRACTOR shall inspect related and appurtenant WORK and report in writing to COUNTY and ENGINEER any conditions which will prevent proper completion of the WORK. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at CONTRACTOR's sole cost and expense.

1.02 INSPECTION OF THE WORK

- A. All work performed by the CONTRACTOR shall be inspected by the CONTRACTOR and designated COUNTY PROJECT MANAGER and nonconforming WORK shall be noted and promptly corrected. The CONTRACTOR and ENGINEER are responsible for the WORK conforming to the Contract Documents.
- B. The WORK shall be conducted under the general observation of the PROJECT MANAGER and is subject to inspection by representatives of the COUNTY acting on behalf of the COUNTY to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The PROJECT MANAGER or any inspector(s) shall be permitted access to all parts of the WORK, including plants where materials or equipment are manufactured or fabricated.
- C. The presence of the PROJECT MANAGER or any inspector(s), however, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the WORK in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the PROJECT MANAGER or any inspector(s). Inspection of WORK later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming WORK. The acceptance of nonconforming WORK shall be approved by the COUNTY when adequate compensation is offered, and it is in the COUNTY's best interest.
- D. All materials and articles furnished by the CONTRACTOR shall be subject to inspection, and no materials or articles shall be used in the WORK until they have

been inspected and accepted by the PROJECT MANAGER or other designated representative. No WORK shall be backfilled, buried, hidden, or otherwise covered until it has been inspected. Any WORK so covered in the absence of inspection shall be subject to uncovering at the CONTRACTOR's expense. Where uninspected WORK cannot be uncovered, such as in concrete cast over reinforcing steel, all such WORK shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed.

1.03 TIME OF INSPECTION AND TESTS

- A. Any test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. CONTRACTOR shall furnish and prepare all required test specimens at CONTRACTOR's own expense. Whenever the CONTRACTOR is ready to backfill, bury, hide, or otherwise cover any WORK under this Contract, the PROJECT MANAGER shall be notified not less than 24 hours in advance to request an inspection before beginning any such WORK of covering. Failure of the CONTRACTOR to notify the PROJECT MANAGER at least 24 hours in advance of any such inspections shall be reasonable cause for the PROJECT MANAGER to order a sufficient delay in the CONTRACTOR's schedule to allow time for such inspection, any remedial, or corrective work required, and all costs of such delays, including its impact on other portions of the WORK, shall be borne by the CONTRACTOR.

1.04 TESTING

- A. When not otherwise specified, all testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered. However, the COUNTY reserves the right to use any generally-accepted system of inspection which, in the opinion of the ENGINEER, will ensure the COUNTY that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the WORK to meet any of the qualitative requirements of the Contract Documents, shall be reasonable cause for

the ENGINEER to require the removal or correction and reconstruction of any such WORK.

- D. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER shall have the right to independently select, test, and analyze, at the expense of the COUNTY (only with prior approval by the COUNTY), additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the CONTRACTOR to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the WORK is discovered, as a result of such independent testing or investigation by the ENGINEER, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such WORK shall be borne by the CONTRACTOR.

1.05 RIGHT OF REJECTION

- A. The PROJECT MANAGER or designated representative, acting for the COUNTY, shall have the right at all times and places to reject any articles or materials to be furnished hereunder which, in any respect fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the WORK at the site. If the PROJECT MANAGER or designated representative, through an oversight or otherwise, has accepted materials or WORK which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected.
- B. CONTRACTOR shall promptly remove or replace rejected articles or materials from the site of the WORK after notification of rejection.
- C. All costs of removal and replacement of rejected articles or materials, as specified herein, shall be borne by the CONTRACTOR.
- D. Failure to promptly remove and replace rejected work shall be considered a breach of this specification and the COUNTY may after 7 days notice, terminate the CONTRACTOR'S right to proceed with the affected work and remove and replace the WORK and issue a backcharge to cover the cost of the WORK.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00

SITE CONDITIONS SURVEYS

PART 1 - GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall perform, or obtain other professional subcontractors to complete surveys that meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code, to document elevations, grades, locations, maintain survey control during construction, and perform related field engineering as specified in the Contract Documents.
- B. The CONTRACTOR shall provide civil, structural or other professional engineering services specified or required to execute the CONTRACTOR'S construction methods.

1.02 SURVEY REFERENCE POINTS

- A. The CONTRACTOR shall locate reference points prior to starting WORK, and shall protect and preserve all permanent reference points during construction. The COUNTY shall provide control elevations and coordinates for the reference points to be used by CONTRACTOR.
 - 1. CONTRACTOR shall make no changes or relocate any reference point without prior written notice to the ENGINEER.
 - 2. CONTRACTOR shall report to the ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. CONTRACTOR, at no additional cost to the COUNTY, shall replace and resurvey reference points that have been lost or destroyed. The replaced reference point shall be surveyed by a registered, professional land surveyor. Replacement will be based on original survey control.
- B. Prior to any work, the CONTRACTOR shall immediately notify the ENGINEER and COUNTY of any discrepancies with the reference points from the coordinates and elevations provided.

1.03 RECORD DRAWINGS

- A. All survey record documents, submitted to the ENGINEER for progress review, do not require the signature of a Professional Land Surveyor; however, a final record drawing set shall be signed and sealed by a Professional Land Surveyor registered in the State of Florida.

- B. Submitted survey record documents shall include the following:
1. As stages of the WORK are completed, submit a site survey. The Record Drawing information shall be submitted on 24-inch by 36-inch sheets, as well as AutoCAD drawing files electronically.
 2. AutoCAD drawing file requirements: Contour lines shall be continuous, unbroken polylines with a width of zero and an elevation (z-coordinate) assigned according to the elevation of the contour line. All spot elevations shall have horizontal controls with vertical z-coordinates. Contours shall be at 1-foot intervals, with index contours at every fifth interval. Objects in the drawing shall be drawn to scale.
 3. All survey information submitted shall be on the State Coordinate System based on the monuments provided by the COUNTY.
 4. All submitted Record Drawings shall have the COUNTY-provided monuments shown on the drawings for the purposes of orientation, both horizontally and vertically.
 5. If multiple sheets are required, each sheet shall include match lines.

1.04 SUBMITTALS

- A. The CONTRACTOR shall submit the name and address of the surveyor to the ENGINEER at least one week prior to the pre-construction survey.
- B. The CONTRACTOR shall submit documentation signed by a Florida Licensed Land Surveyor, certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certifying variances from the Contract Documents.
- C. The CONTRACTOR shall provide and submit to the ENGINEER for approval, a signed and sealed drawing, representing the horizontal and vertical limits, as follows:
1. Preconstruction Survey: Prior to performing any earthwork, a preconstruction survey of the site must be provided to the ENGINEER for review. The preconstruction survey shall include:
 - a. Survey of existing conditions within the limits of construction.
 - b. Note all above ground structures, piping, and features including those features which may or will be impacted by the work, and shall include the areal extent of sod that must be removed in order to enable the work to proceed.

2. Final Survey - Record Drawings and As-Built: The final survey will include all features of the project installed as part of the construction project and all existing features within the limits of construction.
3. Substantial completion cannot be granted until a draft set of Record Drawing, in both hardcopy and AutoCAD format, are submitted to the COUNTY and ENGINEER for review.
4. Final completion cannot be granted until certified Record Drawings (hardcopy and AutoCAD) signed and sealed by a Florida licensed Professional ENGINEER or Land Surveyor are submitted to and approved by the COUNTY and ENGINEER.
5. Partial Surveys of Work: It is understood that the CONTRACTOR may elect to survey each section separately. Partial surveys must be submitted to the ENGINEER to determine that the section the CONTRACTOR is requesting to continue working in meets the design requirements. The CONTRACTOR may not continue work until the partial survey is approved. Partial surveys are not required to be signed and sealed at the time of submittal, however, the partial surveys used to compile the complete survey for each of the surveys listed above, must not deviate from the partial survey submitted and the complete survey must be certified for submittal.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SURVEYING

- A. The CONTRACTOR shall be responsible for the preservation of all benchmarks, stakes, and marks. If any benchmarks, stakes, or marks are disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any WORK until he has established such points, marks, lines and elevations as may be necessary for the prosecution of the WORK.

The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.

- B. All surveys shall meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code. Surveys shall include (but are not limited to) grading, structure locations and pavement elevations, pipe inverts, piping, and other permanent structures.
- C. The topographic information collected shall be taken on a 50 foot by 50 foot, at a minimum, to provide an accurate representation of the contour topography (i.e.,

spot elevations, grade breaks, ditches, mounds, etc. Refer to Section 31 20 00, Excavation, Trenching, Backfilling, and grading for additional pipe survey requirements.

3.02 RECORD KEEPING/AS-BUILTS

- A. The surveyor shall maintain a complete, accurate log of all control and survey WORK as it progresses. This log shall be available for periodic review by the ENGINEER.
- B. Grade elevations and locations will be required at certain phases (or stages) of construction. The CONTRACTOR'S Florida Licensed Land Surveyor will provide and maintain as-built notes and a finished as-built drawing at the completion of each phase as listed in Paragraph 1.04 of this Section. Each phase must be accepted by the ENGINEER in writing before the start of the next phase. Record Drawings reflecting elevations and location information shall be submitted to the ENGINEER.

3.03 TOLERANCES

- A. Documents and all surveys shall match the scale of contract drawings. General elevations and grade shall have a tolerance of 0.1 feet vertical and 0.5 feet horizontal with the following exceptions:
 - 1. A stated specific elevation shall be constructed to that exact elevation.
 - 2. If a minimum thickness of material is required then that thickness shall be met and not subject to a tolerance.

3.04 PARTIAL SURVEYS

- A. Should sequence of construction selected by the CONTRACTOR be such that the WORK is to be completed in phases (or stages) then, copies of the surveyor's official field notes for each phase (or stage) shall be submitted to the ENGINEER for approval. The field notes shall be signed and dated by the surveyor performing the survey. The field notes shall include the design elevation, the as-built information, and the differences in elevation. Upon completion of each layer (i.e. all surveys as outlined in Part 1.04), a complete record drawing, reflecting the submitted field note information and meeting the requirements outlined for Record Drawings in this Section, shall be submitted to the ENGINEER for approval.

3.05 ACCEPTANCE OF WORK

- A. As-built surveys and red lines shall be submitted by the CONTRACTOR with each monthly pay application to document work performed. AutoCAD files in the specified formats by this section shall be submitted for review with the pay applications.

- B. One (1) draft copy of the complete Record Drawings (high-resolution pdf) shall be submitted for review at substantial completion. Substantial completion will not be granted until submittal of the draft Record Drawings in both high-resolution pdf and AutoCAD electronic format.
- C. One (1) signed and sealed certified set of Record Drawings, including high-resolution pdf of signed and sealed set, and AutoCAD electronic files shall be submitted for final acceptance of the project. The submittal of Record Drawings shall be a requirement for granting final completion of the project. Liquidated damages may be imposed in accordance with the Contract Documents if the certified Record Drawings are not submitted for final completion.

END OF SECTION

SECTION 01 50 05

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, bonds, and insurance; transportation to the site of all equipment and construction facilities; and all other preparatory work and operations required for the proper performance, clean-up, and completion of the WORK. Mobilization shall include the following submittals:
 - 1. Established fire protection and safety program.
 - 2. Required permits.
 - 3. Finalized detailed construction schedule, approved by the COUNTY and ENGINEER.
 - 4. Finalized schedule of values of the WORK in the COUNTY's approved format.
 - 5. Finalized schedule of submittals, approved by the COUNTY and ENGINEER.
- B. Demobilization includes removing from the site any private or public properties which are accessed by the CONTRACTOR to perform the WORK, all resources, equipment, materials, temporary support facilities, utilities, and all remaining construction debris at the completion of the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 10

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. General. CONTRACTOR shall provide facilities and equipment that are adequate for the performance of the WORK under this Contract within the time specified. All facilities and equipment shall be kept in satisfactory operating condition, capable of safely and efficiently performing the required WORK, and subject to inspection and approval by COUNTY designated PROJECT MANAGER at any time for the duration of the Contract. All WORK hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. The COUNTY is not requiring the use of temporary facilities for this project. However, if the CONTRACTOR does utilize any temporary facilities, the requirements of this Section apply.
- C. If CONTRACTOR uses a designated area, agreed upon with the COUNTY to stage the CONTRACTOR field office trailer, the CONTRACTOR will be responsible for coordinating with the utility provider to bring service to the trailer area from existing utilities. CONTRACTOR required to pay for all electrical connection services at no cost to COUNTY.
- D. Separate Contracts. Whenever portions of the WORK hereunder are let under separate contracts, all of the provisions of this Section shall apply to each such prime contractor, including the requirements for separate field offices and communications facilities.

1.02 POWER AND LIGHTING

- A. Power. CONTRACTOR shall provide, at CONTRACTOR's own expense, all necessary power required for CONTRACTOR's operations under the Contract and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.
- B. Construction Lighting. All WORK conducted at night or under conditions of insufficient daylight shall be suitably lighted to ensure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- C. Approval of Electrical Connection. All temporary connections for electricity shall be subject to approval by PROJECT MANAGER and the power company representative and shall be removed in like manner at CONTRACTOR's expense prior to final acceptance of the WORK.

- D. Separation of Circuits. Unless otherwise permitted by PROJECT MANAGER, circuits separate from lighting circuits shall be used for all power purposes.
- E. Construction Wiring. All wiring for temporary electric light and power shall be properly installed and maintained and securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Standards for Construction and local code.

1.03 WATER SUPPLY

- A. General. CONTRACTOR may utilize existing, on-site sources of non-potable water, for construction purposes, following coordination with COUNTY.
- B. Liability. CONTRACTOR shall be solely liable for any claims arising from CONTRACTOR's use of COUNTY supplied water.
- C. Potable Water. Drinking water on the site during construction shall be furnished by CONTRACTOR and shall be potable water furnished in approved dispensers. Notices shall be posted conspicuously throughout the site warning CONTRACTOR's personnel of non-potable water sources.
- D. Water Connections. CONTRACTOR shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said system. For each such connection made, CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.
- E. Removal of Water Connections. Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition or better and to the satisfaction of the PROJECT MANAGER and the agency owning the affected utility.
- F. Fire Protection. Portable fire extinguishers, hose connections, hoses, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires that occur in any portion of the WORK, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards of Construction.

1.04 SANITATION

- A. Toilet Facilities. CONTRACTOR shall provide portable toilets at CONTRACTOR's expense.

- B. Sanitary and Other Organic Wastes. CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by CONTRACTOR or organic material wastes from any other source related to CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the PROJECT MANAGER and in accordance with all laws and regulations pertaining thereto.
- C. Waste Disposal. Disposal of all such wastes not covered in Part 1.04 B, above, shall be at CONTRACTOR's expense. CONTRACTOR shall open an account with the COUNTY for the disposal of wastes generated by the CONTRACTOR that are not associated with excavation activities.

1.05 COMMUNICATIONS

- A. Telephone Services. CONTRACTOR shall provide and maintain at all times during the progress of the WORK, at CONTRACTOR's own expense, not less than one phone number that can be reached by project personnel at any time.

1.06 SAFETY

- A. General. Jobsite safety is the CONTRACTOR's responsibility. Appropriate first aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the WORK. All persons within the construction area shall be required to wear protective helmets and green/yellow safety vests.
- B. Public Safety. During the performance of the WORK, CONTRACTOR shall erect and maintain temporary fences, bridges, railings, and barriers and take all other necessary precautions and place proper guards and warning signs for the prevention of accidents. CONTRACTOR shall erect and maintain suitable and sufficient lights and other signals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 30

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. CONTRACTOR shall protect all existing utilities and improvements not designated for removal and restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.
- B. CONTRACTOR shall determine the exact locations and depths of all utilities indicated on the Drawings which affect the WORK. In addition to those indicated, CONTRACTOR shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to CONTRACTOR's WORK. When such exploratory excavations show the utility location as indicated on the drawings to be in error, CONTRACTOR shall notify COUNTY designated PROJECT MANAGER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and depth of the utility.

1.02 RIGHTS-OF-WAY

- A. CONTRACTOR shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall CONTRACTOR enter upon the rights-of-way involved until notified by the PROJECT MANAGER that the COUNTY has secured authority therefore from the property owner. After authority has been obtained, CONTRACTOR shall give said owner due notice of CONTRACTOR intention to begin WORK, and shall give said owner convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure and for replacing same. When two (2) or more Contracts are being executed at one time on the same or adjacent land in such manner that WORK on one Contract may interfere with that on another, the COUNTY shall decide which CONTRACTOR shall have priority to perform and in what manner. When the territory of one Contract is the necessary or convenient means of access for the execution of another Contract, such privilege of access or any other reasonable privilege may be granted by the COUNTY to the CONTRACTOR so desiring, to the extent, amount, manner, and times permitted. No such decision regarding the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage,

except as provided for temporary suspension of the WORK in the General Conditions of the Contract.

1.03 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. CONTRACTOR shall protect all utilities and other improvements which may be impaired during construction operations. It shall be CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the drawings that will be encountered in his construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines for uninterrupted service and such special protection as may be directed by the PROJECT MANAGER.
- B. County's Right of Access. The right is reserved to the COUNTY and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- C. Known Utilities. Existing utility lines that are shown on the drawings or the locations of which are made known to the CONTRACTOR prior to excavation that are to be retained and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by CONTRACTOR at CONTRACTOR's expense.
- D. Unknown Utilities. If CONTRACTOR damages any existing utility lines that are not shown on the drawings or the locations of which are not made known to CONTRACTOR prior to excavation, or were, or could not have been verified or located by the CONTRACTOR prior to starting work in accordance with the General Conditions, a written report thereof shall be made immediately to the PROJECT MANAGER. The contractor shall be fully responsible for the repair and restoration of the affected utility at their own expense. All repairs must be completed in accordance with applicable codes and standards and coordinated with the relevant utility provider.
- E. Approval of Repairs. All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement before being concealed by backfill or other work.
- F. Relocation of Utilities. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, CONTRACTOR shall at CONTRACTOR's own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the PROJECT MANAGER and the OWNER of the facility. In all

cases of temporary removal or relocation, restoration to former location shall be accomplished by CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- G. Maintaining In Service. All oil and gasoline pipelines, power, telephone, or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the PROJECT MANAGER are made with the OWNER of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, wire, or cable. CONTRACTOR shall be responsible for and shall make good all damage due to CONTRACTOR's operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.04 SUBSURFACE OBSTRUCTIONS

- A. CONTRACTOR shall field determine, before pipeline trenching and associated excavations are begun, the depth and location of existing utilities. Utility locations indicated on the plans were obtained from the records available, but have not been field verified, nor have depths been measured or observed. CONTRACTOR shall submit descriptions, depths, and locations of subsurface obstructions to the PROJECT MANAGER for review.
- B. In excavation, backfilling, and laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits, or structures. If necessary, CONTRACTOR at his own expense shall sling, shore-up, and maintain such structures in operation.
- C. CONTRACTOR shall obtain the permission of and give sufficient notice to the proper authorities of CONTRACTOR's intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.
- D. In the event subsurface structures are broken or damaged in the execution of the WORK, CONTRACTOR shall immediately notify the proper authorities and, at the option of said authorities, either repair the damage at once at his own expense or pay the proper charges for repairing said damage. Repairs shall be made to the satisfaction of the PROJECT MANAGER. CONTRACTOR shall be responsible for any damage to persons or property caused by such breaks or due to his own neglect in reporting and/or repairing such damages.
- E. COUNTY or PROJECT MANAGER will not be liable for any claims made by the CONTRACTOR based on underground obstructions that could have been reasonably identified as being different than that indicated on the plans. CONTRACTOR shall uncover subsurface obstructions in advance of construction

so that the method of avoiding may be determined before the work reaches the obstruction.

1.05 CONFLICTS WITH OTHER UTILITIES

- A. CONTRACTOR shall coordinate and cooperate with the COUNTY to ensure that no damages to existing utilities occur.
- B. All temporary support or minor adjustment which does not require replacement or direct bypass connections to these existing services (such as all direct-buried telephone cables or two-inch and smaller lines) will be the responsibility of the CONTRACTOR.
- C. COUNTY will not be responsible for any delay or inconvenience to the CONTRACTOR resulting from the existence, removal, or adjustment of any public or private utility that could have been reasonably identified. Additional costs incurred as a result thereof shall be borne by the CONTRACTOR and considered as included in the Contract Price.

1.06 UTILITY INVESTIGATION

- A. Prior to commencing with trench or other excavations required for the performance of the WORK, CONTRACTOR shall conduct a field investigation for the purpose of determining existing locations of all underground utilities and facilities which are shown on the drawings. The investigation shall be made by hand or machine excavation. All such excavations shall include removal of surface material and obstructions required to perform the excavations. CONTRACTOR shall provide sheeting, shoring, and bracing, as required, to minimize the required size of the excavation and support adjacent ground, structures, roadways, and utilities. After the data is obtained at each excavation site, CONTRACTOR shall immediately backfill each excavation site. Backfill shall be compacted sand for the full depth. The surface shall be returned to its original grade and condition except that paved areas may be temporarily surfaced and maintained where excavations required for the performance of the WORK coincide with the location of the investigative location. CONTRACTOR shall be responsible for all costs associated with repair of roadways, paving, structures, underground and above ground utilities, and facilities damaged in conducting the investigations.
- B. Findings of the investigation shall be reported to the PROJECT MANAGER. The PROJECT MANAGER shall furnish two sets of full size redline drawings for CONTRACTOR's field use in recording the findings of the investigation and for CONTRACTOR's office use in transcribing the field investigation information onto same for submission to the PROJECT MANAGER. CONTRACTOR shall clearly designate all found utilities and facilities discovered whether or not shown on the Contract Drawings. CONTRACTOR shall provide written detailed

description of any underground utility or facility conflicting with the elevation or alignment of the WORK.

- C. CONTRACTOR shall describe size, material, and location of existing underground utilities and facilities. Locations and elevations shall be referenced to project stationing, distance from base line, and project benchmarks.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 50

SITE ACCESS AND TRAFFIC CONTROL

PART 1 – GENERAL

1.01 ROADWAY LIMITATIONS

- A. CONTRACTOR shall make an investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be CONTRACTOR's responsibility to construct and maintain at CONTRACTOR's own expense any haul roads required for its construction operations.

1.02 TEMPORARY PROVISIONS

- A. Street Use. Nothing herein shall be construed to entitle CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder. CONTRACTOR shall so conduct CONTRACTOR's operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas.

1.03 SITE ACCESS

- A. CONTRACTOR's access to the construction site, including all employees, subcontractors, and material deliveries, shall be through the existing main gate entrance.

1.04 CONTRACTOR'S WORK AND STORAGE AREA

- A. The COUNTY designated PROJECT MANAGER will arrange for CONTRACTOR to use a portion of site property as a storage and shop area for CONTRACTOR's construction operations during the term of the Contract, subject to approval by the COUNTY.
- B. The CONTRACTOR will be permitted to store equipment needed for the immediate work on hand adjacent to the work area as approved by the PROJECT MANAGER. Equipment not in use will be returned to the appropriate CONTRACTOR's staging area. All equipment booms shall be lowered at the close of each day's work or when stored.
- C. All equipment shall be parked in the staging area at the close of work each day and whenever it is not in use. Provide temporary parking areas to accommodate construction personnel.

- D. The CONTRACTOR (and his Subcontractors) shall provide all necessary temporary fencing and gates to protect materials and equipment from vandalism. The COUNTY will not be responsible for any vandalized equipment or material stored on the property.
- E. Any area occupied by the CONTRACTOR shall be maintained in a clean and orderly condition satisfactory to the PROJECT MANAGER in compliance with the General Conditions. Particular attention shall be given to the elimination of rubbish or debris in the areas and none shall be left exposed overnight or at other periods of time the work is shut down.
- F. At the completion of the Contract, all CONTRACTOR's and Subcontractor's facilities shall be removed promptly in a workmanlike manner and the area left clean and free of all debris or surplus material in compliance with the General Conditions.
- G. No employees' vehicles will be permitted at the work site, but shall be parked in the staging area or area designated by the COUNTY.
- H. CONTRACTOR shall make arrangements for any offsite storage or shop areas necessary for the proper execution of the WORK hereunder, and all costs therefore shall be borne by the CONTRACTOR.
- I. CONTRACTOR shall remove temporary equipment and facilities when no longer required and shall restore grounds to original or specified conditions.

1.05 BARRICADES AND TRAFFIC CONTROL

- A. The necessary precautions shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operations) as prescribed and set forth in the latest edition of the FDOT Standard Specifications, and the USDOT "Manual on Uniform Traffic Control Devices" (MUTCD). CONTRACTOR shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.
- B. CONTRACTOR shall consult with the PROJECT MANAGER immediately on any vehicular safety or efficiency problem incurred as a result of construction of the project. CONTRACTOR shall immediately install such traffic control barricades, markings, signs, signals, or other devices and measures as may be required to provide for vehicle or worker safety. However, nothing in this Section or the Contract Documents, including the failure of or refusal of the ENGINEER or the COUNTY to require such devices and measures, shall relieve the CONTRACTOR of his responsibility to provide a safe construction zone area at all times. ENGINEER has the right to direct additional traffic control measures to be implemented by CONTRACTOR for safety or efficiency.

- C. Contractor shall provide appropriate maintenance of traffic, including flagman, barricades, or other appropriate appurtenances for the purpose of maintenance of traffic when crossing intersections of construction hauling routes and landfill traffic. All maintenance of traffic plans shall be submitted to and approved by the ENGINEER as specified in Section 01 30 10.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 60

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 DUST ABATEMENT

CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective dust abatement measures wherever and as often as necessary and as directed by the COUNTY designated PROJECT MANAGER to prevent CONTRACTOR's operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living in or occupying buildings in the vicinity or as directed by PROJECT MANAGER. CONTRACTOR shall be responsible for any damage resulting from any dust originating from CONTRACTOR's operations. The dust abatement shall be continued until CONTRACTOR is relieved of further responsibility by the PROJECT MANAGER. No separate payment will be allowed for dust abatement measures and all costs therefore shall be included in the CONTRACTOR's Bid Price.

1.02 RUBBISH CONTROL

During the progress of the WORK, CONTRACTOR shall keep the site of the WORK and other areas used by the CONTRACTOR in a neat and clean condition and free from any accumulation of rubbish. CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the WORK site and establish regular intervals of collection and disposal of all such materials and waste. Equipment and material storage shall be confined to areas approved by the PROJECT MANAGER. Disposal of rubbish and surplus materials shall be at the CONTRACTOR's expense, according to Section 02 41 16, Refuse Handling, Storage, and Disposal, and in accordance with local codes and ordinances governing locations and methods of disposal, in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Standards for Construction.

1.03 TEMPORARY DRAINAGE PROVISIONS

CONTRACTOR shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the WORK. Drainage provisions shall be adequate to prevent damage and turbidity problems to the WORK, the site, and adjacent property. CONTRACTOR shall repair construction impacts to the existing drainage swales to a pre-construction condition at no additional cost to the COUNTY.

1.04 POLLUTION CONTROL

CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris, and other substances resulting from construction activities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00

ABBREVIATIONS AND DEFINITIONS

PART 1 – GENERAL

1.01 ABBREVIATIONS AND ACRONYMS

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

AAMA	American Architectural Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers

ASME	American Society of Mechanical Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
BF	Blind Flange
CBM	Certified Ballast Manufacturers Association
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Testing Laboratories, Inc.
FDOT	Florida Department of Transportation
FTSA	Florida Trench Safety Act
HDPE	High Density Polyethylene
HVAC	Heating, Ventilation, Air Conditioning
ICBO	International Conference of Building Officials
IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
IOS	International Organization for Standardization
ITE	Institute of Traffic Engineers
JEC	Joint Electrical Council

LFG	Landfill Gas
LLDPE	Linear Low Density Polyethylene
MBMA	Metal Building Manufacturers Association
MSW	Municipal Solid Waste
MPTA	Mechanical Power Transmission Association
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electric Code (Now NFPA)
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NPDES	National Pollutant Discharge Elimination System
NWMA	National Woodwork Manufacturers Association (Now NWWDA)
OSHA	United States Occupational Safety and Health Administration
PCA	Portland Cement Association
PVC	Polyvinyl Chloride
RCRA	Resource Conservation and Recovery Act
RFI	Request for Information
RIS	Redwood Inspection Service
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWANA	Solid Waste Association of North America
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories

USDOT	United States Department of Transportation
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

1.02 DEFINITIONS

- A. Wherever used in these Specifications, in the General Conditions, or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.
 2. Agreement - The written contract between COUNTY and the CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 3. Application for Payment - The form accepted by the ENGINEER which is to be used by the CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 6. Bidding Documents - The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
 7. Bidding Requirements - The advertisement or invitation to Bid, instructions to bidders, and the bid form.
 8. Bonds - Performance and Payment bonds and other instruments of security.
 9. Change Order - A document presented by the CONTRACTOR to the COUNTY, which is signed by the CONTRACTOR and COUNTY and

authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to proceed, the Bonds, these General Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives and Field Orders , Shop Drawing submittals approved pursuant to Section 01 30 10-1.02, and all reports and drawings referred to in Section 01 30 10.
11. Contract Price - The monies payable by COUNTY to the CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement in the case of Unit Price Work.
12. Contract Times - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by the ENGINEER's written recommendation of final payment.
13. CONTRACTOR - The person, firm or corporation with whom COUNTY has entered into the Agreement.
14. COUNTY - The public body or authority with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
15. Defective - Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by COUNTY at Substantial Completion.
16. Drawings - The drawings which show the scope, extent and character of the Work to be furnished and performed by the CONTRACTOR and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
17. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

18. ENGINEER - The person, firm or corporation named as such in the Agreement.
19. ENGINEER's Consultant - A person, form or corporation having a contract with the ENGINEER to furnish services as the ENGINEER's independent professional associate or consultant with respect to the Project.
20. Field Order - A written order issued by the PROJECT MANAGER or the ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements - Sections of Division 1 of the Specifications.
22. Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
23. Laws or Regulations - any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
24. Liens - Liens, charges, security interests or encumbrances upon real property or personal property.
25. Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
26. Minor changes/Variations in Work - Authorized minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in Contract Price or Contract Time and is compatible with the designed concept of the complete project.
27. Notice of Award - The written notice by COUNTY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, COUNTY will sign and deliver the Agreement.
28. Notice to Proceed - A written notice given by COUNTY to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract Times will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.
29. COUNTY - For the purpose of these specifications and documents related to this project the COUNTY shall be defined as the Miami-Dade Department of Solid Waste Management.

30. Partial Utilization - Use by COUNTY of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
31. PCBs - Polychlorinated biphenyls.
32. Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
33. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or part as indicated elsewhere in the Contract Documents.
34. PROJECT MANAGER - The authorized representative of the COUNTY overseeing the project.
35. Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative - The authorized representative of the ENGINEER and/or acting on behalf of the COUNTY.
37. Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.
39. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
40. Subcontractor - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
41. Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by the ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract

Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the ENGINEER's written recommendation of final payment in accordance with the COUNTY's General Terms and Conditions. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

- 42. Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.
- 43. Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 44. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 45. Unit Price Work - Work to be paid for on the basis of unit prices.
- 46. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract documents.
- 47. Work Change Directive - A written directive to the CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by COUNTY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties.
- 48. Written Amendment - A written amendment of the Contract Documents, signed by COUNTY/ENGINEER and the CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 20

CONTRACT CLOSEOUT

PART 1 – GENERAL (Not Used)

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 COMPLETION PROCEDURES

- A. When the CONTRACTOR believes Substantial Completion has been achieved, CONTRACTOR shall request, in writing, to the COUNTY designated PROJECT MANAGER and ENGINEER, that Substantial Completion be recognized as having been achieved and request that the COUNTY issue a Certificate of Substantial Completion. Prior to making such a request, the CONTRACTOR must:
1. Complete all work that in the opinion of the PROJECT MANAGER and ENGINEER is necessary for the safe, proper and complete use or operation of the facility as intended. At a minimum this will include completion of all work in the specifications necessary for the Project to function as designed.
 2. Prepare and receive acceptance of accurate redline set as required in the Contract Documents for all work completed to date.
 3. Submit and receive acceptance of accurate Record Drawings for all work completed to date.
 4. Submit and receive acceptance of all specified warranties, guaranties and operation and maintenance manuals.
 5. Complete all required vendor training, testing, and where required, start-up.
 6. Deliver all required spare parts.
- B. Upon receipt of the request from the CONTRACTOR, the PROJECT MANAGER and ENGINEER shall review the request and inspect the WORK relative to the above requirements to determine whether the CONTRACTOR has achieved Substantial Completion. If this inspection fails to support Substantial Completion, the PROJECT MANAGER or ENGINEER shall so notify the CONTRACTOR in writing citing the reasons for rejection.

If the PROJECT MANAGER and ENGINEER determine the CONTRACTOR has reached Substantial Completion, the following procedures will be followed:

1. The ENGINEER and PROJECT MANAGER will review CONTRACTOR's punch list to ensure all remaining deficiencies are noted on a final punch list.
 2. The ENGINEER and PROJECT MANAGER will schedule and conduct a pre-final walk-through of the facility (this will follow inspection addressed under Part 3.01 B.) with representatives of the COUNTY, the CONTRACTOR and others, for the purpose of formally reviewing the WORK, the final punch list, and the readiness of the Project for use. A copy of the final punch list will be provided to all participants and any additional items noted during the walk-through will be added to the list.
 3. Upon completion of the pre-final walk-through, provided the walk-through has verified that the Project is ready for use and occupancy by the COUNTY for its intended purpose, the PROJECT MANAGER shall issue to the CONTRACTOR a Certificate of Substantial Completion.
- C. Final Completion will be deemed to have occurred when all WORK is completed including the following:
1. All final punch list items have been corrected, signed off by the CONTRACTOR, the PROJECT MANAGER and the ENGINEER and demonstrated during a final walk-through.
 2. All updates to the record log and any drawings have been made.
 3. Demobilization and site clean up are complete.
 4. The requirements specified under the General Conditions have been met.
 5. All facilities and/or equipment have been properly demonstrated to be functioning as required.
 6. The PROJECT MANAGER has issued a Certificate of Final Completion.

3.02 CLOSE-OUT PROCEDURE

- A. The PROJECT MANAGER, ENGINEER, and CONTRACTOR shall meet and resolve all outstanding issues including, but not limited to:
1. Claims and adjustments for time or costs.
 2. Outstanding, unused allowances.
 3. Procedures for handling warranty issues.
- B. A Final Change Order shall be processed if required. Final payment and close out procedures shall comply with all other requirements of the Contract Documents.

END OF SECTION

SECTION 01 70 30

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall maintain at the site one hard copy record set of:
1. Drawings
 2. Project Manual
 3. Addenda
 4. Change orders and other modifications to Contract
 5. Project Manager field orders, written instructions or clarifications
 6. Approved submittals
 7. Field test records
 8. Survey notes and calculations
 9. Construction photographs
 10. Associated permits
 11. Certificates of inspection and approvals

1.02 SUBMITTALS

- A. Upon Substantial Completion the CONTRACTOR shall:
- Deliver two identical, complete review sets of Record Documents within 14 calendar days after Substantial Completion to the ENGINEER. Each set of Record Documents shall consist of: one set of 24 x 36-inch redline drawings and one copy of record documentation and vendor and material supply information. The ENGINEER shall comment and return one set to the CONTRACTOR. The final Record Drawings shall be generated using computer software as specified in Part 3.03 F of this Section.
- B. Accompany the submittals with a transmittal letter containing the following:
1. Date
 2. County project title and number
 3. CONTRACTOR's name and address
 4. Title of record document
 5. Signature of CONTRACTOR or authorized representative
- C. At COUNTY's acceptance:
- Upon receipt of the ENGINEER's comments, CONTRACTOR shall deliver within 14 days to the ENGINEER two (2) complete sets of Record Drawings incorporating the ENGINEER's comments. Record Drawings submitted by the

CONTRACTOR shall be sealed by a Professional Land Surveyor registered in the State of Florida. If the second submittal of the Record Documents is deemed incomplete or does not address all of the ENGINEER's comments, the submittal shall be returned to the CONTRACTOR. The CONTRACTOR shall reimburse the COUNTY for the ENGINEER's expense for the additional reviews.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

- A. CONTRACTOR shall have documents and samples available at all times CONTRACTOR is on site, apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. Maintain documents in clean, dry, legible condition and in good order. Record Documents shall not be used for construction purposes.
- C. Make documents and samples available at all times for inspection by ENGINEER or COUNTY.
- D. Failure to properly maintain Record Documents as stated herein may be reason to delay a portion of progress payments until the requirements of this Section are satisfied.

3.02 RECORD DOCUMENTS

- A. Label each document "RECORD DOCUMENTS" in large printed letters.
- B. Maintain a redline set of Drawings and specifications legibly annotated to show all changes made during construction.
 - 1. Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules.
 - 2. Make changes on each sheet affected by changes.
- C. Record information concurrently with construction progress.
- D. Record Drawings shall include the following:
 - 1. Title Sheet (includes COUNTY project name and number, site location map, site address and phone number, and names, addresses and phone

numbers of design engineer and CONTRACTOR).

2. Lateral Layout (as-built and drawn using surveyed horizontal and vertical coordinates) shown with most recent site topography. Site plan layout shall include existing and new features, and callouts of all surveyed points. The header layout site plan shall be at a scale providing appropriate clarity to the drawing as approved by the ENGINEER.
3. As-Built Typical Details.

E. Project Documentation Manual:

1. Each copy of the Project Manual shall be bound, consist of clean legible copies or originals, and at the minimum consist of the following information:
 - a. Cover Sheet
 - b. Table of Contents
 - c. List of Addenda
 - d. Project Contact List - includes the names, phone numbers and address of the following:

Project Manager
Site Representative
Pipe Contractor
Surveyor
Record Documenter
 - e. Project Vendor List including list of materials provided by each vendor, and address, phone, fax number of each vendor.
 - f. Project Record Drawing Summary
 - g. Contractor's Daily Work Logs
 - h. Construction Meeting Notes/Status Reports
2. Project Document appendices shall include:
 - a. Photographs

F. General File Requirements:

1. Drawings shall be generated using AutoCAD Release 2023 or later software. The Record Drawings shall be drawn to include the following:
 - a. 3-dimensional, 1:1 format.
 - b. Existing survey reference points.
 - c. Breaklines that define all surface features.
 - d. Contours and spot elevations must be at correct elevation.
2. Electronic copies of the Contract Documents drawings will only be available to the CONTRACTOR in AutoCAD Release 2023 or later format. Neither the COUNTY nor ENGINEER shall be responsible for conversion of files to other file formats.
3. Use CD-ROM for submittal of electronic files. Two complete CDs of the Record Document electronic files shall be supplied along with each set of Record Documents.
4. Label each disk with COUNTY project name and number, CONTRACTOR's name, address and phone number, date of submittal, and file reference names.

END OF SECTION

SECTION 01 80 00

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 GENERAL

- A. No smoking will be allowed on the work areas within the TRC property.
- B. Actions that potentially endanger workers shall be stopped immediately and brought to the PROJECT MANAGER's attention. Health and Safety for the CONTRACTOR's and subcontractor's forces is the responsibility of the CONTRACTOR.

1.02 SITE-SPECIFIC HEALTH AND SAFETY PLAN

- A. The CONTRACTOR shall prepare a written site-specific Health and Safety Plan (Plan) for use by the CONTRACTOR and Subcontractor site workers. This plan must be prepared to meet the 29 CFR 1910.120 OSHA regulations and shall include as a minimum, the following:
 - 1. Organizational Structure; to include general supervision, Health and Safety officer, lines of authority, and responsibility and communication. The Health and Safety Officer shall be a worker who will be present at all times during site construction, in addition to his/her other site duties.
 - 2. Comprehensive Work Plan; to include the work tasks and objectives, resources needed, and training requirements for workers (health and safety, machine operations license, etc.). This shall also include a section on safety procedures to be followed for excavation.
 - 3. Asbestos Work Plan; to include approach for workers to excavation and in environments possibly containing asbestos material. Plan shall include the WORK tasks and objective and resources needed.
 - 4. Health and Safety; to include identification of possible site hazards, training levels for each category of site workers, personal protective equipment and medical surveillance needed, site control measures, and confined space entry procedures.
 - 5. Emergency Response Plans; to include all emergency telephone numbers, a highlighted map showing the quickest route to the nearest emergency care facility, and directions to such facility.
 - 6. Respiratory Protection Program; to include written documentation of the CONTRACTOR's respiratory program.

7. A signature page for all site workers covered by the Plan (CONTRACTOR and Subcontractor site workers).

1.03 SUBMITTALS

CONTRACTOR shall submit two (2) copies of the site-specific Health and Safety Plan to the ENGINEER at the pre-construction meeting. The ENGINEER will review the plan for information purposes only.

1.04 SITE OPERATIONS

- A. The Plan shall be kept on site in a known and easily accessible location during all site operating hours. All site workers shall be notified of the location of the Plan.
- B. A Safety Meeting shall be held by the CONTRACTOR and attended by all CONTRACTOR site workers prior to starting construction. At this safety meeting, the Plan will be reviewed with the site workers, and all site workers will sign the Plan indicating that they have been apprised of the Plan's contents. New site workers must review the Plan with the CONTRACTOR's Health and Safety Officer prior to beginning work on site, and must sign that they have been apprised of the Plan's contents.
- C. Site operations will take place in conditions of adequate light only.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 90 00

REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

- A. Applicable Publications. Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.
- B. Assignment of Specialists. In certain instances, specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged for the performance of the WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as “expert” for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all WORK specified herein shall conform to or exceed the requirements of all applicable codes, and the applicable requirements of such documents are not in conflict with the requirements of these specifications nor the applicable codes.
- B. References herein to “Building Code” or SSBC shall mean the Southern Standard Building Code of the Southern Building Code Congress (SBCC). The latest edition of the Code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the COUNTY designated PROJECT

MANAGER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

- D. Applicable Standard Specifications. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.
- E. References herein to “local code” shall mean the Building Code and related regulations of the COUNTY, including all current supplements, addenda, and revisions of said Code are hereby incorporated in and made a part of these Contract Documents to the extent of the applicable references thereto.
- F. References herein to “OSHA Regulations for Construction” shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, including all changes and amendments thereto.
- G. References herein to “OSHA Standards” shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations, including all changes and amendments thereto.

1.03 Resiliency Policy

- A. Must Comply with the Department of Solid Waste Management Resiliency Policy for sorbents
- B. Green Criteria for sorbents:
 - 1. Material Composition
 - a. Made from recycled, biodegradable, or plant-based materials
 - b. Avoid petroleum-based plastics or synthetic fibers
 - 2. Environmental Impact
 - a. Non-toxic and safe for human and environmental health
 - b. Manufactured using low-impact, chlorine-free, or energy-efficient processes
 - 3. Performance Standards
 - a. Effective in spill containment and cleanup without introducing secondary pollutants.
 - b. Reusable or compostable when possible
 - 4. Packaging and Transport
 - a. Minimal, recyclable, or biodegradable packaging
 - b. Preference for local suppliers to reduce transportation emissions
 - 5. Compliance

- a. Meets EPA guidelines and Miami-Dade County's Green Purchasing Guide standards.
- b. Vendors may be required to submit environmental certifications or product data sheets.
- c. Refer to tables below for sorbent material content levels.

In accordance with the County's Green Procurement Preferences, the solicited sorbents shall meet the EPA Comprehensive Procurement Guidelines recommended recovered materials content levels for sorbents, as hereby specified:

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Sorbents	Paper	90-100	100
	Textiles	95-100	95-100
	Plastics	--	25-100
	Wood ¹	--	100
	Other Organics/Multi-Materials ²	--	100

In accordance with the County's Green Procurement Preferences, the solicited signage shall meet the EPA Comprehensive Procurement Guidelines recommended recovered materials content levels for signage, as hereby specified:

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Signage	Plastic ¹	80-100	80-100
	Aluminum	25	25
	Plastic sign posts/supports ¹	80-100	80-100
	Steel sign posts/supports ²	16 67	25-30 100

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 31 20 00

EXCAVATING, TRENCHING, BACKFILLING, AND GRADING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: CONTRACTOR shall provide all labor, materials, and incidentals to excavate designated areas, install facilities and features, haul (on-site) and install bedding and backfill material, compact backfill, and regrade disturbed areas as shown on the Drawings, and described in this Section.
- B. No classification of type of excavated materials will be made. Excavation includes all soil and refuse materials regardless of type, character, composition, moisture, or condition thereof.
- C. Any damage to existing features shall be repaired as directed by the ENGINEER, at the CONTRACTOR's expense.

1.02 PROJECT CONDITIONS

- A. Existing project conditions are shown on the Drawings or otherwise described herein.
- B. Site information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the CONTRACTOR. The CONTRACTOR shall explore ahead of the required excavation to determine the exact location of all structures, utilities, etc.
- C. Structures shall be supported and protected from damage by the CONTRACTOR. If structures are broken or damaged, CONTRACTOR shall restore structures, utilities, etc. to their original condition at no additional cost to the COUNTY. Repair of damaged features or structures shall be approved by the ENGINEER and COUNTY.

1.03 SITE ACCESS

WORK shall be performed so as to not block or hinder site access, except as authorized by the COUNTY designated PROJECT MANAGER.

1.04 SAFETY

- A. All WORK shall be performed in strict accordance with the Health and Safety requirements set forth in the General Conditions of the Contract Documents.

- B. All WORK shall be performed in strict accordance with all local, State, U.S. Occupational Safety and Health Administration (OSHA) and other applicable Federal regulations regarding trenching operations and trench safety.
- C. Excavation may be made without sheeting and bracing within the limitations and requirements of the governmental agencies having jurisdiction. Failure of the ENGINEER to order the use of bracing or sheeting and shoring or direct changes to systems in place, shall not in any way or to any extent relieve the CONTRACTOR of any responsibility concerning the condition of excavations or of his obligations under the Contract. The CONTRACTOR shall be responsible for the condition of all excavations. All slides and caves shall be removed without extra compensation, at whatever time and under whatever circumstances that they may occur.
- D. All excavation shall comply with the applicable requirements as stated in the following:
 - 1. OSHA excavation safety standards 29 CFR, 1926-650, subpart P.
- E. The CONTRACTOR shall include for any excavation, temporary controls for stormwater runoff and erosion control in full conformance with all existing facility permits and/or applicable regulations. Facility's current permits will be supplied at pre-construction meeting.

1.05 SUBMITTALS

- A. Health and Safety Plan.
- B. Results of sieve analysis and calcium carbonate test for No. 4 stone.
- C. The CONTRACTOR shall notify the ENGINEER in writing of the material source for each of the soils specified within Part 2 of this Section at least 14 calendar days prior to the date of anticipated use of such material. Notification shall include:
 - 1. Supplier's name.
 - 2. Borrow location.
 - 3. Documentation confirming adequate quantities are available to complete the WORK.
 - 4. Soil field-moisture, laboratory proctor-density tests, and field compaction test results as required within Part 2 of this Section.
 - a. Special inspection form for soil compaction as required by Miami-Dade County must be signed and sealed prior to conducting soil

compaction test. The soil compaction test must be conducted by personnel as stated in the special inspection form.

5. Certification that the soil is not petroleum-contaminated or contaminated with other chemicals or compounds that may be deemed hazardous or harmful to human health or the environment.

PART 2 - PRODUCTS

2.01 CLEAN SOIL BACKFILL MATERIALS

- A. Soil material may be reused for clean soil backfill provided it is free of sticks, roots, organic matter, MSW, and stones larger than 1-inch in any dimension. Remove any material that cannot be made to compact readily and replace with suitable material. If new material must be imported for use as clean soil backfill it must meet the criteria of this Specification and the testing requirements below.
- B. Material shall be well-graded (SW), poorly graded (SP) or clayey sands (SC) as classified by the Unified Soil Classification System (USCS), or other soil as approved by the ENGINEER.
- C. General Fill shall be used in the following areas of work and as shown on the Drawings:
 1. Above the final cover system to ground surface in all trenches, unless specified otherwise on the Drawings.
 2. Any location on Drawings that calls for “general fill” or “clean soil backfill” if excavated material is waste or is otherwise not suitable for reuse.
- D. Clean soil backfill will be provided by CONTRACTOR and stored in a designated location by COUNTY. Clean soil will need to be approved by ENGINEER before use.

2.02 SUBGRADE SOIL MATERIALS

- A. Subgrade soils are natural, in-place materials. Soils shall be well-drained and reasonably free of sticks, roots, debris, organic matter, and MSW. CONTRACTOR shall remove material that cannot be made to compact readily and replace with ENGINEER-approved soil.
- B. Soils which yield or exhibit pumping due to excessive moisture shall be excavated and replaced with general fill or materials as approved by the ENGINEER.

2.03 TOPSOIL

- A. Material shall be fertile, natural soil, typical of the locality, free from MSW, stones (exceeding 2-inch in any dimension), roots or sticks (exceeding 1-inch diameter), clay, and weeds, and obtained from naturally well drained areas. It shall not be excessively acid or alkaline nor contain material harmful to plant growth. The material shall comply with the requirements of FDOT's Standard Specifications for Road and Bridge Construction (2017), Section 987, prepared soil layer materials.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours and datum locations.
- B. Locate, identify and protect utilities from damage.
- C. Protect benchmarks, survey control points, monitoring wells, existing structures and fences from excavating equipment and vehicular traffic.

3.02 PRE-CONSTRUCTION LAYOUT

- A. Survey notes with proposed pipe slope calculations shall be submitted to the ENGINEER for approval prior to pipe installation. Notes of pre-construction survey shall identify conflicts between the proposed WORK and existing features.

3.03 EXCAVATION

- A. Excavate to lines, grades and dimensions necessary to complete the WORK.

3.04 BACKFILLING

- A. Backfill materials shall be as described in Part 2 of this Section.
- B. CONTRACTOR shall notify the ENGINEER prior to beginning backfilling.
- C. The bedding shall be poured into place, and shall be raked by excavator bucket and then compacted, using a mechanical compaction device.
- D. Place soil backfill in maximum 6 inch lifts. CONTRACTOR shall compact soil backfill in 6-inch lifts with mechanical compaction such as an excavator bucket. Compaction shall be to a density where subsequent passes with the mechanical compaction device will not reduce the surface elevation of the bedding material by more than three-quarters of an inch.

3.05 GRADING DISTURBED AREAS

CONTRACTOR shall regrade and return to their original condition, as determined by the PROJECT MANAGER and ENGINEER, all areas disturbed by CONTRACTOR's work.

3.10 TESTING REQUIREMENTS DURING PLACEMENT

- A. The CONTRACTOR shall place backfill and fill materials to achieve an equal or "higher" degree of compaction than undisturbed materials adjacent to the work; however, in no case shall the degree of compaction fall below minimum compaction specified in this Section.
- B. Where laboratory or field testing is specified herein to verify that the constructed, in-place WORK meets the specifications and quality control requirements herein, the CONTRACTOR shall employ and bear the expense for an independent testing laboratory to conduct such tests. The CONTRACTOR shall pay for the costs of all retests required due to the initial testing not passing the requirements herein. Laboratory shall be on the approved vendors list of the COUNTY.

Where laboratory testing is specified to verify that any individual material of construction or product meets certain quality control requirements (i.e. size, gradation, mix formula, hardness, shape, inherent strength, etc.), the CONTRACTOR shall employ and bear all expenses for an independent testing laboratory to sample the material or product and to conduct such tests and retests if necessary or required by the COUNTY.

END OF SECTION

SECTION 44 50 00

SOLID WASTE CONTROL AND REUSE

PART 1 - GENERAL

1.01 DESCRIPTION

Scope: This specification covers the design, materials, installation, and performance requirements for equipment and systems used in the collection, transfer, and temporary storage of used oil at solid waste transfer stations.

Applicable Standards:

- CSI MasterFormat Division 44 50 00
- EPA 40 CFR Part 279 – Standards for the Management of Used Oil
- Florida Department of Environmental Protection (FDEP) regulations
- Miami-Dade County Public Works Manual

1.02 PROJECT CONDITIONS

- A. Containment Systems: Must comply with EPA and Florida DEP regulations for spill prevention and secondary containment.

1.03 EQUIPMENT AND MATERIALS

- A. Used Oil Storage Tanks:
 - 1. Double-walled containment tank
 - 2. UL – listed for flammable liquids
 - 3. Equipped with overfill protection and level gauge

1.04 INSTALLATION REQUIREMENTS

- A. Site Preparation:
 - 1. Clear and grade the installation area to ensure level foundation.
 - 2. Ensure proper drainage away from containers to prevent pooling.
 - 3. Comply with flooring material stated in permit drawings to contain any spillage.
 - 4. Access for vacuum trucks and emergency response
- B. Safety Measures:

1. Provide signage indicating 'Used Oil Only' and emergency contact information.
2. Conduct initial inspection for leaks, structural integrity, and proper labeling.
3. Verify functionality of overfill protection and leak detection systems.

END OF SECTION