

CONTRACT SPECIFICATIONS

MIAMI-DADE COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT

BID DOCUMENTS

NORTHEAST TRANSFER STATION
SCALE HOUSE REMODELING

CONTRACT No. CICC 7360 PLAN

RPQ No. 18645-26

CONTRACTING OFFICER: CARLOS PRIMO
EMAIL: PRIMO@MIAMIADADE.GOV
PHONE NO.: 305-514-6626

May 07, 2026



RPQ No. 18645-26

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. 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. 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 6 subcontractor firms 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. The prospective lowest bidder will be determined by calculating: Total Base Bid (sum of Lines 1 through 40 on the Bid Form), plus (+) Contingency Allowance (10% of Total Base Bid), plus (+) Dedicated Allowance (for Underground Plumbing Accessibility) plus (+) Reimbursable Expenses = Grand Total Bid Amount.

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

ADMINISTRATIVE SERVICES

2024 JUN 25 PM 4:10

BID DOCUMENTS - TABLE OF CONTENTS

PROJECT NAME: NORTHEAST TRANSFER STATION SCALE HOUSE REMODELING

RPQ NO: 18645-26

REQUEST FOR PRICE QUOTATION (RPQ)

MINIMUM QUALIFICATIONS AND REQUIREMENTS

FORMS FOR BIDDING (MUST ACCOMPANY BID)

- RPQ Bid Form - Attachment 5A
- Bid Form
- 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. Corporations must include a certified copy of their resolution of the Board of Directors*)
- Business References (*References provided must show experience/qualifications for similar services requested in this solicitation*)
- Firm's Responsibility Combined Affidavit (*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
- Technical Specifications
- Apex Asbestos Containing Material (ACM) Survey
- Drawings

**Department of Solid Waste
Management**

Dr. Martin Luther King Jr. Office
Plaza
2525 NW 62 Street, Suite 5100
Miami, FL 33147



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

Contract No: MCC 7360 Plan

RPQ No: 18645-26

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

Date Issued: 4/15/2026

Bid Date Due: 6/8/2026

Time Due: 02:00 PM

Bid shall be Submitted Via: Sealed Envelope to:

Name: CARLOS PRIMO

EMail: primo@miamidade.gov

Address: 2525 NW 62 ST, MIAMI, FL 33147

Fax: 305-514-6626

RPQ Added: 4/20/2026 User Bidder Request: 5/1/2026 Bond Adm./OMB Approval: 5/7/2026 Bidders Added: 5/7/2026

Project Number: 18645-26

Estimated Value: \$452,159.07

(excluding contingencies and dedicated allowances)

Project Name: NORTHEAST TRANSFER STATION SCALE HOUSE REMODELING

Emergency: N

Project Location: 18701 NE 6 AVENUE, MIAMI, FL 33179

ESP: N

Department Contact: Carlos Primo

Phone No: 305-514-6626

Fax No: (305) 514-6626

Project Manager: Marcela Villegas Jimenez

Phone No: 305-514-6626

Fax No: 305-514-6626

Document Pickup: Contact: CARLOS PRIMO Phone: 305-514-6626 Date:

Document Pickup: Location: WILL BE SENT VIA EMAIL

	Mandatory:	Date:	Time:	Location:
PreBid Meeting: <u>Y</u>	<u>Y</u>	<u>5/14/2026</u>	<u>10:00 AM</u>	<u>18701 NE 6 AVENUE, MIAMI, FL 33179</u>
Site Meeting: <u>Y</u>	<u>Y</u>	<u>5/14/2026</u>	<u>10:30 AM</u>	<u>18701 NE 6 AVENUE, MIAMI, FL 33179</u>

Type of Contract: Multiple Trade

Method of Award: Lowest Responsible Bidder

Performance/Payment Bond Required: Y

Bid Bond Required: Y

Insurance Required: Y

Addition Insurance Required: Y

Addition Insurance Amount: \$0.00

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

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

Comm Dist: District 1 Davis Bacon: N Maintenance Wages: N AIPP: N \$0.00

Date Advertised: 5/7/2026

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) Electrical Contractor (Sub) Air Conditioning Unlimited (Sub)
Roofing Contractor (Sub) Plumber, Master (Sub) Concrete Work (Sub)
Asbestos (Sub)

Anticipated Start Date: 9/17/2026

Calendar Days for Project Completion: 240

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

Method of Payment: Scheduled Monthly Payments

CAPITAL BUDGET PROJECT # - DESCRIPTION

MCC ESTIMATE

2000001374- DISPOSAL FACILITY INFRASTRUCTURE IMPROVEMENTS - NORTHEAST
TRANSFER STATION GROUNDS

\$452,159.07

FUNDING SOURCE:**SOURCE**

Waste Disposal Operating Fund

PROJECT NUM2000001374**SITE #**#3011088**MCC ESTIMATE**\$452,159.07**Awarded To:****SBE-Con. Exp Date:****Paid Amt: \$0.00****Collusion Affidavit Received: N****Date Collusion Affidavit Received:****Base Amt: \$0.00****Cont Amt: \$0.00****Ded Amt: \$0.00****Award Amt: \$0.00****Insurance:****SPD Reviewed: N****Date Approved:****GL Ins Exp Dt:****P & P Bond:****Risk Approved: N****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.)

Site Hours of Operation: Monday – Sunday, 7:00 AM to 5:00 PM

Work Hours: Monday – Friday, 7:00 AM to 5:00 PM

Project Description

The project consists of furnishing and installing all architectural, structural, plumbing, HVAC, and electrical work, including but not limited to:

- Installation of a new single ply Thermoplastic Polyolefin (TPO) roofing system to replace the existing roofing on the main roof and overhangs. All metal flashing and downspouts shall be replaced.
- Installation of a new AC split system to replace the existing through wall equipment.
- Installation of new hurricane rated exterior doors and windows to replace existing units, including structural reinforcement of the service window overhang.
- Remodeling of the control room, construction of a new ADA compliant bathroom, and construction of a new employee break room. Work includes, but is not limited to:
 - o new interior and exterior lighting
 - o new acoustical ceiling tile and gypsum wallboard ceilings
 - o new insulation at all building envelope areas
 - o new partitions and soffits as indicated
 - o new flooring over concrete topping; new millwork
 - o installation of all indicated equipment
 - o complete interior and exterior patching and painting
 - o All associated electrical systems
- Provide a temporary office trailer with restroom facilities for employees. Permitting fees and testing.
- Temporary relocation and installation of all scale control systems within the trailer to maintain facility operations during the construction process.
- Asbestos abatement (APEX survey attached)

Additional Information

- The Contractor shall coordinate with the Facility Supervisor and the Engineer of Record (EOR) to phase the work in a manner that minimizes impact to facility operations, department's equipment, and circulation of vehicles.
- In accordance with the County's Green Procurement Preferences, the appliances purchased through this solicitation shall be Energy Star certified. When Energy STAR labels are not available, products shall be Federal Energy Management Program (FEMP) designated energy-efficient products or the most energy efficient product available.
- Hours of operations will remain unaffected during construction.

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: By 4:00 P.M, EST., on 05/26/2026.

Submit Request for Information (RFI's) to primo@miamidade.gov with copy to gibsy.nunezdavila@miamidade.gov and 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 part of this contract and will be enforced.

3. Unless specified in the bid form, all applicable permit fees must be paid by 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. 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 General Contractor License, as required by the Florida Building Code, for the types of Work covered by the Contract at the time of RPQ submission and maintain 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.

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

7. Per Florida Statute 255.078, 5% retainage will be held for construction projects greater than \$200,000.00.

8. Inspector General fees are applicable to this project.

MINIMUM QUALIFICATIONS AND REQUIREMENTS

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

- Highly preferred to have completed no less than five (5) similar projects and provide references who can confirm that they have developed similar work of building renovation projects in facilities of similar scope, size, materials, and environmental exposures within the last seven (7) years.

Prime Contractor must provide with their bid the following information:

- Provide complete description of the Prime's capability and history.
- 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.



RPQ BID FORM - ATTACHMENT 5A

Project Name: NORTHEAST TRANSFER STATION SCALE HOUSE REMODELING

RPQ No.:18645-26

GRAND TOTAL BID AMOUNT: \$_____

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

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

Print/Type

Bidder's Name: _____

Bidder's Authorized Representative's Name: _____

Company Address: _____

Signature: _____ **Date:** _____

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

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

Attachment 5A

BID FORM

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

<u>Line Item</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Selective demolition per plans (~617 SF)	SF	617	\$	\$
2	Disposal of demolition debris (hauling, dump fees)	LS	1	\$	\$
3	Concrete Masonry Unit (CMU) infill at former A/C openings (~30 SF, split-face)	SF	30	\$	\$
4	Asbestos abatement & disposal (Asbestos-Containing Materials (ACM) and a Visual Estimation Technique (VFT) + mirror mastic) per Apex survey	LS	1	\$	\$
5	2" concrete slab overpour w/ tapcon bonding grid (per S-1.0)	CY	3.70	\$	\$
6	Exterior ADA ramp (per S-1.0)	CY	.74	\$	\$
7	Entrance infill slab at second door (per S-1.0)	CY	.46	\$	\$
8	Concrete window sill beam 8"x8" at North and South service windows (per S-2.0)	LS	2	\$	\$
9	Structural steel reinforcement at North and South service windows (per S-1.0 and S-2.0)	LS	2	\$	\$
10	Millwork: new operator's console at North and South Service windows (custom ~12 LF each)	LF	24	\$	\$
11	Pantry cabinets and hardware (~12 LF base + uppers)	LF	12	\$	\$
12	Structural wood sistering/blocking at overhang joists; roof wood repairs	LS	1	\$	\$
13	New Thermoplastic Polyolefin (TPO) roofing at main roof + overhangs (~700 SF)	SF	700	\$	\$
14	Flashing at roof/overhangs	LS	1	\$	\$
15	Break metal at window sills and corners	LS	1	\$	\$
16	Stucco at overhang patches/skim	LS	1	\$	\$
17	Insulation: bath/exterior walls & roof board	LS	1	\$	\$
18	Exterior impact doors (2 EA)	EA	2	\$	\$
19	Interior doors (3 EA)	EA	3	\$	\$
20	Impact windows 130 SF laminated (PGP PW-7720A) installed	SF	130	\$	\$
21	Pass-thru secure drawer at service window	EA	2	\$	\$
22	New Acoustical Ceiling Tile (ACT) ceilings (~569 SF)	SF	569	\$	\$
23	Bathroom Gypsum Wall Board (GWB) ceiling (~48 SF)	SF	48	\$	\$
24	Interior Gypsum Wall Board (GWB) partitions	LF	53.5	\$	\$
25	Exterior wall furring with Gypsum Wall Board (GWB) over Concrete Masonry Unit (CMU)	LF	103.5	\$	\$
26	Porcelain floor tile throughout (617 SF) incl. thinset/grout	SF	617	\$	\$
27	Tile base ~100 LF	LF	100	\$	\$
28	Bathroom wall porcelain tile (~200 SF)	SF	200	\$	\$
29	Level 4 Bathroom Gypsum Wall Board (GWB) finish & paint	LS	1	\$	\$
30	Bathroom & pantry accessories (non-plumbing)	LS	1	\$	\$
31	New vinyl fabric awning at West entrance (~40 SF)	SF	40	\$	\$
32	Pantry equipment (microwave + 2 undercounter refrigerators)	LS	1	\$	\$
33	Plumbing work & fixtures (ADA restroom)	LS	1	\$	\$
34	Pantry sink tie-ins (rough/finish)	LS	1	\$	\$

35	Exterior UG plumbing & dry wells	LS	1	\$	\$
36	Exterior Hi-Lo drinking fountain	LS	1	\$	\$
37	Exterior downspouts, vents	LS	1	\$	\$
38	2.5-ton split system per drawings	LS	1	\$	\$
39	Electrical systems incl. interior and exterior lighting, emergency lighting/Exit lighting EM/EX, new panel & transformer, IT conduits	LS	1	\$	\$
40	Information Technology by vendor including low voltage installation. IT, Security, Scale control	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
REIMBURSABLES	\$ 32,712.94

(**Reimbursable Expenses** for the office trailer rental, permitting fees, and testing.)

DESCRIPTION	TOTAL
DEDICATED ALLOWANCE	\$ 10,000.00

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

GRAND TOTAL BID AMOUNT:

\$

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

GRAND TOTAL BID AMOUNT for THE SUM OF:

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

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

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

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

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

Please List: _____

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

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

Acknowledgment of Waiver:

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

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

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

Print/Type

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

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

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

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

Email: _____ **Phone:** _____

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

SURETY BID BOND

By this Bond, we _____, as Principal, whose principal business address is _____, as respondent to the contract offering due _____, 20 ____, For Miami-Dade County construction of Department of Solid Waste Management's *Northeast Transfer Station Scale House Remodeling*, Contract No. MCC 7360, RPQ No. 18645-26, (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: Northeast Transfer Station Scale House Remodeling
RPQ No.:18645-26

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

QUESTIONNAIRE

Appendix D



WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)

(Name of Corporation)

ATTEST

By: _____
(Secretary) _____
(Signature of Officer)

(Print or type name) _____
(Print or type name)

(Official Title)

(Address)

(PARTY OF THE SECOND PART)

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.

-- WHEN THE CONTRACTOR IS A JOINT VENTURE:

(Name of Joint Venture)
By: _____
(Signature of Joint Venture) _____
(Signature of Joint Venture)

(Print or type name) _____
(Print or type name)

(Title) _____
(Title)

(Address)

NOTE: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Contractors.

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 a minimum of five (5) projects which your firm has completed during the last seven (7) years, and which demonstrate your firms and / or key personnels qualifications to perform the work of this Contract ([Refer to Resolution 1122-21](#)).

				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: 18645-26

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)
			Electrical	
			HVAC	
			Roofing	
			Plumber	
			Concrete Work	
			Asbestos Abatement	
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 *Northeast Transfer Station Scale House Remodeling* Contract No. MCC 7360, RPQ No. 18645-26 (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. 18645-26

Solicitation Title: Northeast Transfer Station Scale House Remodeling

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*** (if applicable) - A Dedicated Allowance Account has been established for the exclusive use of the Department of Solid Waste Management as a reserve account for the purpose of Underground Plumbing Accessibility. The Dedicated Allowance shall be in the amount of **\$10,000.00**. 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 **240** 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 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 the *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:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations and Explosion Collapse and Underground Hazards. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
 - a. **The General Liability Insurance shall include or be endorsed to include, or separate Asbestos Liability Insurance policy shall be maintained by the Contractor or Subcontractor to cover bodily injury and property damage arising out of asbestos abatement or removal operations by or on behalf of the Contractor or Subcontractor.**
- 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.
- D. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
 - a. If Excess Liability is provided must be follow form for coverage's B and C.

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

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
- Technical Specifications
- APEX Asbestos Containing Material (ACM) Survey
- Drawings

Scope of Work

Project name: Northeast Transfer Station Scale House Remodeling

RPQ No. 18645-26

Site Address: 18701 NE 6th Avenue, Miami, FL 33179

Site Hours of Operation: Monday – Sunday, 7:00 AM to 5:00 PM

Work Hours: Monday – Friday, 7:00 AM to 5:00 PM

Project Description

The project consists of furnishing and installing all architectural, structural, plumbing, HVAC, and electrical work, including but not limited to:

- Installation of a new single-ply Thermoplastic Polyolefin (TPO) roofing system to replace the existing roofing on the main roof and overhangs. All metal flashing and downspouts shall be replaced.
- Installation of a new AC split system to replace the existing through-wall equipment.
- Installation of new hurricane-rated exterior doors and windows to replace existing units, including structural reinforcement of the service-window overhang.
- Remodeling of the control room, construction of a new ADA-compliant bathroom, and construction of a new employee break room. Work includes, but is not limited to:
 - new interior and exterior lighting
 - new acoustical ceiling tile and gypsum wallboard ceilings
 - new insulation at all building-envelope areas
 - new partitions and soffits as indicated
 - new flooring over concrete topping; new millwork
 - installation of all indicated equipment
 - complete interior and exterior patching and painting
 - All associated electrical systems
- Provide a temporary office trailer with restroom facilities for employees. Permitting fees and testing.
- Temporary relocation and installation of all scale control systems within the trailer to maintain facility operations during the construction process.
- Asbestos abatement (APEX survey attached)

Additional Information

- The Contractor shall coordinate with the Facility Supervisor and the Engineer of Record (EOR) to phase the work in a manner that minimizes impact to facility operations, department's equipment, and circulation of vehicles.
- Hours of operations will remain unaffected during construction.
- In accordance with the County's Green Procurement Preferences, the appliances purchased through this solicitation shall be Energy Star certified. When Energy STAR labels are not available, products shall be Federal Energy Management Program (FEMP) designated energy-efficient products or the most energy efficient product available.

TECHNICAL SPECS

NORTHEAST TRANSFER STATION SCALE HOUSE REMODELING

Project Address: 18701 NE 6th Avenue, Miami, Florida 33147

Owner:

Miami-Dade County Solid Waste Management Department
Miami-Dade County, Florida

Architect:

CCA Design + Arch, LLC
Jorge Castro-Calou, AR 97469
1424 SW 23rd Street
Miami, Florida 33145

Structural Engineer:

Biagi & Associates Engineering, LLC
149700 S. Dixie Highway, Suite 880
Oakland Park, Florida 33309

MEP Engineer:

B&K Engineering Group, LLC
3601 NW 2nd Avenue
Boca Raton, Florida 33431

PROJECT MANUAL INDEX – SPECIFICATIONS

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- 01 11 00 – Summary of Work
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- 01 77 00 – Contract Closeout

DIVISION 2

- 02 41 13 – Selective Demolition

DIVISION 6

- 06 10 00 – Rough Carpentry
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DIVISION 7

- 07 21 00 – Building Insulation
- 07 54 00 – Single-Ply Membrane Roofing
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DIVISION 8

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DIVISION 9

- 09 29 00 – Gypsum Wallboard
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- 09 51 00 – Suspended Ceiling Systems
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A1.02 – Demo Plan, Construction Plan & RCP

A.103 - Wall Section – Schedules - Restroom

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M1.1 – Mechanical Plan

P0.1 – Plumbing Notes, Details, Legend & Index

P1.1 – Plumbing Plan

01 11 00 -- SUMMARY OF WORK

GENERAL

1.1 SUMMARY

A. Project:

North East Transfer Station Scale House Remodeling, Miami Dade Solid Waste Management, 18701 NE 6th Ave, Miami FL 33147.

B. Project summary:

1. Project type and size.

The project consists on the remodeling of an existing scale house building of approx. 628 SF, located @ 18701 NE 6th Ave, at the Miami Dade county north east transfer station. the project is a level 3 alteration in compliance with FBCE chapter 9, and includes the following: A new single ply TPO roofings to replace the existing ones at main roof and overhangs. All metal flashing and downspouts to be replaced. A new AC split system to replace the existing thru wall equipment. New hurricane exterior doors and windows to replace the existing requiring the structural reinforcement of the service windows overhang. Remodeling of the control room, new ADA bathroom and new employee break-room including, but not limited to, new interior and exterior lighting, new ACT and GWB ceiling, new insulation at all building envelope, new partitions and soffit as indicated, new flooring over concrete topping, new millwork, all indicated equipment, complete interior and exterior patching and painting and everything as indicated in the Construction Documents. the GC should also provide under separate permit a temporary office trailer with restrooms to be installed on the south driveway adjacent to the scale house. GC to provide the temporary transfer of all scale control systems to the trailer for the facility to stay operational during the construction process. GC to coordinate with the scale vendor for the transfer of the controls.

2. Construction type and Occupancy type:

Existing building – Alteration / Level 3

Occupancy: Business per 2023 FBCB 304.1

3. Project includes: Architectural, Structural, Plumbing, HVAC, Electrical.

C. Project requirements:

Existing site conditions and restrictions:

Work is located within an active County-operated facility (NETS). Contractor shall coordinate all construction activities with County staff to maintain continuous facility operations. Contractor shall protect existing facilities, utilities, equipment, and adjacent operations from damage, dust, vibration, noise, and disruption. In the event of any damage, the contractor shall be responsible for all associated costs

Requirements for construction schedule, and sequence of work:

The vehicle scale system shall **remain operational throughout construction**. Contractor shall sequence the work to maintain uninterrupted scale operations at all times.

Prior to demolition of the existing scale house, Contractor shall:

- Furnish and install a **temporary office trailer** with windows, restroom and AC system adjacent to the scale house
- Transfer scale controls, data, power, and communications to the temporary trailer
- Verify full functionality and operational approval by the Owner before proceeding with demolition

Demolition and interior reconstruction of the scale house shall not begin until temporary scale operations are fully functional and approved by the Owner.

Contractor shall coordinate all work affecting scale operations with the Owner and provide advance notice of any activities that may affect access or operations.

Contractor will be responsible for removing existing furniture & equipment before demo and replacing the items after the project completion. Contractor will coordinate with DSWM for salvage and storage if information is not noted in the drawings.

Previous or concurrent work by Owner or others:

Owner may have ongoing operations or maintenance activities within adjacent areas of the NETS facility during the course of construction. Contractor shall coordinate work with the Owner to avoid interference with facility operations. No concurrent construction work by others is anticipated within the scale house footprint unless noted otherwise.

Previous asbestos or hazardous waste abatement by Owner or others:

See ACM survey prepared by APEX for Miami-Dade County Department of Solid Waste Management on 7/23/2021 for a description of ACM findings and recommendations.

If suspect materials are encountered, Contractor shall immediately stop work in the affected area and notify the Owner and Architect in accordance with applicable regulations.

D. Apply, obtain, and pay for all permits required for the work. Permits will be reimbursed by DSWM. Submit electronically in PDF format unless otherwise noted.

E. Comply with all applicable building codes and rules of other governing regulatory agencies. Submit two copies each of permits, inspection reports, and certificates of compliance to Owner and Architect. Submit electronically in PDF format unless otherwise noted. Provide paper copies only when specifically requested by Architect.

F. Verify field dimensions before ordering fabrications or products to fit in place. Notify Architect of existing conditions and dimensions that differ from those shown in the Drawings.

G. Unless noted otherwise, the subject of all imperative sentences in the Specifications is the Contractor. For example, "Provide and install . . ." means "Contractor shall provide and install . . ."

END OF SECTION

01 33 00 -- SUBMITTALS

PART 1 -- GENERAL

1.1 SUMMARY

Submittals are limited to items requiring Architect review including roofing system, windows and doors, tile, lighting fixtures, and other exposed or performance-based materials.

Deferred submittals are not permitted unless approved in writing by the Architect.

Architect review time will occur within a reasonable time, consistent with the professional standard of care and shall not be construed to shorten or extend the Contractor's obligations under the Contract.

- A. Provide all submittals as specified. Submit electronically in PDF format unless otherwise noted. Provide paper copies only when specifically requested by Architect.
- B. Provide re-submittals when submittals are not approved.
- C. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- D. Provide warranties as specified. Warranties shall be signed by supplier or installer responsible for performance. Warranties shall not limit liability for negligence or non-compliance with documents.
- E. Submit a Submittal Schedule within 14 calendar days after Notice to Proceed.

The Submittal Schedule shall be coordinated with the construction schedule and shall identify required submittals, anticipated submission dates, Architect review durations, resubmittals if required, and fabrication or lead times.

Submit individual submittals in accordance with the approved Submittal Schedule and the construction schedule. Submittals shall be sequenced to avoid review congestion and shall not delay the progress of the Work.

Delays resulting from late, incomplete, or nonconforming submittals shall not constitute grounds for an extension of Contract Time.

F. Submittal Content (as applicable and as identified in the approved Submittal Schedule):

- Submit list of materials to be provided for this work.
- Submit manufacturer's specifications required to prove compliance with these specifications.
- Submit manufacturer's installation instructions.
- Submit Shop Drawings as required with complete details and assembly instructions.
- Submit Shop Drawings showing relationship and interface with adjacent or related work.
- Submit samples of proposed exposed finishes and hardware for approval by the Architect.

END OF SECTION

01 77 00 -- CONTRACT CLOSEOUT

GENERAL

1.1 SUMMARY

A. The following are prerequisites to substantial completion. Provide the following:

- Completed punch list and supporting documentation.
- Signed warranties.
- Certifications as specified.
- Occupancy permit from governing agencies and utility companies as required.
- Testing and start up of building systems.
- Change and transfer of locks and keys as specified.
- Roofing and window installation inspections and approvals.

B. Provide the following prior to final acceptance:

- Final payment request with supporting affidavits.
- Final waiver release.
- Completed punch list and supporting documentation.

C. Provide record drawings showing changes to roofing, windows, doors, electrical devices, and tile extents affected by the work.

D. Provide the following closeout procedures:

- Submit record documents.
- Submit maintenance manuals and warranties. Maintenance manuals are required only for roofing, windows, AC system, water fountain and electrical equipment furnished under this contract.

Complete all repairs, call-backs, corrections, re-adjustments of equipment, final cleaning, and final touch-up. Remove all temporary facilities, equipment, tools and supplies.

END OF SECTION

02 41 13 -- SELECTIVE DEMOLITION

PART 1 -- GENERAL

1.1 SUMMARY

A. Scope of Work

Provide selective demolition as indicated on the Drawings, including removal of interior non-load-bearing partitions, ceilings, finishes, selected doors and windows, exterior service window assemblies, roofing, flashing, drainage and associated components shown to be removed.

B. Extent of Demolition

Selective demolition is limited to work specifically indicated on the Demolition Drawings and notes. Demolition of materials, assemblies, or elements not shown to be removed is not included. In the event of any damage, the contractor shall be responsible for all associated costs.

C. Related Work

Related work includes, but is not limited to:

- Temporary protection of adjacent construction and occupied areas
- Coordination with structural, architectural, and MEP work shown in other sections

1.2 EXISTING CONDITIONS

A. Demolition work occurs within an existing, occupied County facility. The vehicle scale shall remain operational throughout construction.

B. Verify existing conditions and dimensions affecting demolition prior to commencing work. Notify the Architect of discrepancies between existing conditions and the Drawings before proceeding.

C. Protect existing construction, utilities, equipment, and finishes scheduled to remain from damage during demolition operations.

1.3 SEQUENCING AND COORDINATION

A. Coordinate demolition activities with construction sequencing shown on the approved construction schedule.

B. Demolition affecting areas required for continued facility operations shall be phased to maintain uninterrupted use, including coordination with temporary facilities provided for scale operations.

C. Demolition of elements requiring replacement framing or structural modification shall not proceed until required supports or sequencing are in place as shown on the Drawings.

1.4 REGULATORY REQUIREMENTS

A. Comply with all applicable codes, ordinances, rules, and regulations governing demolition work.

B. Obtain and comply with required permits related to selective demolition.

1.5 HAZARDOUS MATERIALS

A. See ACM survey prepared by APEX for Miami-Dade County Department of Solid Waste Management on 7/23/2021 for a description of ACM findings and recommendations.

B. If materials suspected of containing asbestos or other hazardous substances are encountered, stop work immediately in the affected area and notify the Owner and Architect in accordance with applicable regulations.

1.6 PROTECTION

A. Provide temporary partitions, barriers, dust control measures, and protective coverings as required to protect adjacent occupied spaces, equipment, and finishes to remain.

B. Maintain safe access and egress for ongoing facility operations throughout demolition activities.

1.7 DISPOSAL

A. Remove demolished materials from the site promptly and dispose of them legally off site.

B. Do not allow accumulation of demolition debris within the facility or adjacent areas.

PART 2 -- MATERIALS

2.1 PROTECTIVE BARRIERS AND COVERS

- A. Provide temporary partitions, barriers, dust control measures, and protective coverings as required.

PART 3 -- CONSTRUCTION

3.1 PREPARATION

- A. Obtain all required permits and approvals and obey all restrictions, deadlines, and notification requirements of governing agencies.

3.2 SELECTIVE DEMOLITION

- A. Demolish and remove all work indicated on Drawings.
- B. Follow all permit requirements and governing regulations.
- C. Protect adjacent private or public property from dust or debris.
- D. Completely control and remove all demolition debris, scraps, and dust.
- E. Demolition affecting structural elements shall be limited to locations shown on the Drawings and shall not proceed until replacement framing or shoring is in place where required

3.3 CONSTRUCTION PROTECTION

- A. Provide sturdy barriers and covers as necessary for safety and to protect remaining work.
- B. Provide security lighting, fencing, and warning signs.
- c. Maintain continuous protection of remaining interior spaces and scale operations during demolition.

END OF SECTION

06 10 00 – Rough Carpentry

PART 1 -- GENERAL

1.1 WORK

- A. Provide and install rough wood framing at roof structure, wood blocking, shims, nailers, and related supports as shown on the Drawings and specified herein.
- B. Where additional instructions are required, work shall be as directed by the Architect.

1.2 SUBMITTALS

- A. Product data and manufacturer's certificates verifying compliance of rough carpentry materials with the Contract Documents, including lumber species, grade, treatment, and applicable code requirements.
- B. Certificates for pressure-treated wood where such materials are specified.
- C. Fastener and connector manufacturer's data demonstrating compatibility with specified lumber and treatment types.
- D. No testing, shop drawings, or delegated design submittals are required for rough carpentry unless specifically noted elsewhere in the Contract Documents.

1.3 QUALITY STANDARDS AND TOLERANCES

- A. Provide a work force that is sufficient in number for the quantity of work and time schedule. Workers shall be skilled, trained, experienced, and competent to do the work as specified.
- B. Unless otherwise directed by the Architect, all work shall be as per building code and the Manual for Wood Frame Construction, American Forest and Paper Association (NFPA), National Design Specifications for Wood Construction of the NFPA, Plywood Specifications and Grade guide of the American Plywood Association.
- C. Tolerances: Wood framing shall be installed plumb and level within tolerances required by the governing building code.
- D. Moisture content of framing lumber shall be 19% or less by weight. Kiln-dried or other lumber requiring lower moisture content shall be as specified.

E. Follow applicable lumber grading agency standards in accepting or rejecting delivered lumber. Reject special, required lumber that is not marked and certified as preservative-treated or kiln-dried.

1.4 MATERIALS HANDLING AND STORAGE

A. Reject any delivered framing lumber that is not grade-stamped and certified by a bona fide grading agency. Identify framing lumber by grade, and store each grade separately.

B. Handle lumber to avoid damage during transport, unloading, and moving on the job site. Handle chemically treated lumber and panels strictly according to manufacturer's current published instructions.

C. Store framing lumber and wood panels to prevent damage and moisture absorption. Store metal connectors that are subject to damage in weathertight wrapping and in safe locations away from traffic or other sources of damage. Store chemically treated lumber and wood panels outdoors until installation. Keep chemically treated lumber and wood panels well ventilated if moved indoors.

PART 2 -- MATERIALS

2.1 FASTENERS, CONNECTORS, AND SUPPORTS

A. Use hot-dip galvanized steel for exterior, high humidity, and treated wood locations.

B. Fasteners shall be of types and sizes appropriate for the work indicated and compatible with existing construction. Follow all nail size requirements and nail spacings required by the governing building code.

C. Power-driven nailing: Comply with standards of the International Staple, Nail and Tool Association.

D. Machine bolts shall comply with ASTM A307. Lag bolts to comply with Federal Spec FF-N-1. Drill holes 1/16" larger than bolt diameters. Use washers under all nuts and bolt heads.

E. Hangers and connectors shall be:

Teco, Simpson, or equal as approved by the Architect.

2.2 Lumber

Wood framing at interior partitions is not included in this Section

Structural light framing: No. 2 or better SPF or SYP unless noted otherwise on the Drawings.

Non-structural blocking and furring: Standard grade.

2.3 Wood Treatment

A. Provide wood preservative as follows:

Pressure treatment: AWPA Treatment C.

PART 3 -- INSTALLATION

3.1 WOOD FRAMING: PREPARATION AND PRECONSTRUCTION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.

B. Maintain and refer to the latest trade standards. Coordinate framing and blocking locations with plumbing, electrical, and HVAC requirements shown on the Drawings

C. Identify actual dimensions of all required rough openings in framing.

D. Provide temporary supports as required to safely perform the Work.

3.2 ROUGH CARPENTRY, FRAMING MEMBERS

A. Install new or supplemental framing members only where indicated on the Drawings, including localized reinforcement or sistering of existing roof joists.

3.3 WOOD FRAMING: COORDINATION

A. Supply and coordinate in-wall fixture and equipment supports such as in-wall blocking, anchors, brackets, grounds, curbs, and other supports.

B. Provide joints and connectors at non-wood construction to allow for shrinkage, expansion and other movement of the wood. Provide clearances between framing and other construction that may be subject to differential movement.

3.4 FASTENERS, CONNECTORS, AND SUPPORTS: INSTALLATION

- A. Fastening of new or supplemental wood framing shall comply with the Drawings, applicable codes, and manufacturer requirements.
- B. Use nailing machines or power hammers according to manufacturer's requirements. Provide correct sizes and types of nails for use in nail guns.
- C. Check and tighten all bolt connections after they're installed. Recheck and retighten all bolt connections before final construction is completed.
- D. Install framing connectors only where indicated on the Drawings.

END OF SECTION

06 20 00 – Finish Carpentry And Millwork

PART 1 -- GENERAL

1.1 SUMMARY

- A. Provide finish carpentry and architectural millwork as shown on the Drawings, including plastic laminate casework, counters, shelving, trim, and accessories.
- B. Work includes coordination with adjacent construction, blocking, anchorage, hardware, and accessories required for a complete installation.

1.2 SUBMITTALS

- A. Product data for casework, laminate, hardware, accessories, and finishes.
- B. Shop drawings indicating cabinet layouts, elevations, sections, materials, laminate designation (PL-1), hardware, and anchorage.
- C. Samples of exposed finishes and hardware as requested.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with applicable AWI and trade standards.
- B. Installers shall be experienced in similar architectural millwork installations.

PART 2 -- MATERIALS AND PRODUCTS

2.1 CASEWORK AND MILLWORK CONSTRUCTION

- A. Cabinet carcasses: 3/4-inch plywood unless noted otherwise.
- B. Shelves: 3/4-inch adjustable wood shelves.
- C. Exposed surfaces: Plastic laminate, designation PL-1, with matching edge banding.
- D. Countertops and backsplashes: Plastic laminate over plywood substrate, edges and profiles as detailed.
- E. Provide concealed, heavy-duty adjustable shelf standards and pins compatible with 3/4-inch shelves.
- F. Provide recessed toe-kick/base configuration as detailed. Finish bases and toe-kicks with plastic laminate PL-1 where exposed.
- G. Provide balancing laminate on concealed faces where required to prevent warping. Laminate doors, drawer fronts, exposed ends, and exposed edges. Provide matching edge banding at all exposed plywood edges.

2.2 HARDWARE AND ACCESSORIES

- A. Hinges: 180-degree concealed hinges, self-closing.
- B. Drawer slides: Full-extension metal slides.
- C. Pulls and knobs: As shown on Drawings.
- D. Provide stainless steel shelves and accessories as shown, including 16-gauge Type 304 stainless steel shelving similar to Regency Manufacturing or approved equal.

PART 3 -- CONSTRUCTION AND INSTALLATION

3.1 PREPARATION

- A. Verify field dimensions and conditions before fabrication.
- B. Coordinate with framing, finishes, plumbing, and electrical work.
- C. Coordinate millwork with ADA sink base clearances, piping, and accessories as shown. Lavatory guards and plumbing accessories are furnished and installed as indicated in the drawings; millwork shall accommodate required clearances and access.

3.2 INSTALLATION

- A. Install millwork plumb, level, square, and securely anchored.
- B. Coordinate blocking and anchorage with rough carpentry and metal framing.
- C. Install laminate surfaces free of bubbles, gaps, or defects.
- D. Adjust hardware for smooth operation.
- E. Provide factory-cut openings, grommets, and edge finishing at countertops and control counters where indicated. Verify locations with Owner's equipment layout prior to fabrication.

3.3 PROTECTION AND CLEANING

- A. Protect completed millwork from damage until acceptance.
- B. Clean surfaces and remove debris upon completion.

END OF SECTION

07 21 00 – Building Insulation

PART 1 -- GENERAL

1.1 SUMMARY

A. Provide building insulation as shown on the Drawings, including the following:

1. Interior side of existing exterior CMU walls: Foil-faced reflective insulation (Fi-Foil) behind interior finishes.
2. Roof insulation: Polyisocyanurate rigid board insulation, minimum R-20, as part of the single-ply roofing assembly.

B. Related requirements: Coordinate roof insulation with Section 07 54 00 – Single-Ply Membrane Roofing and roofing manufacturer's system requirements.

1.2 SUBMITTALS

A. Product data for each insulation product, including type, thickness, R-value, facing, and installation instructions.

B. Manufacturer's compliance certifications for insulation and accessory materials.

C. For roof insulation, submit manufacturer approval showing insulation is compatible with the specified roofing system.

1.3 QUALITY ASSURANCE

A. Provide insulation products that comply with applicable ASTM standards and manufacturer requirements.

B. Installers shall be experienced with similar insulation types and shall install in accordance with manufacturer's written instructions.

C. Use accessory materials (tapes, fasteners, adhesives) as recommended by insulation manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's unopened packaging with labels intact.

B. Store insulation materials off the ground, protected from weather, moisture, damage, and sunlight.

C. Do not install wet, damaged, or contaminated insulation materials.

PART 2 -- MATERIALS AND PRODUCTS

2.1 EXTERIOR WALL INSULATION (INTERIOR SIDE OF CMU)

- A. Reflective insulation: Foil-faced reflective insulation (Fi-Foil or approved equal), installed where indicated.
- B. Performance: Provide product suitable for use as reflective insulation/radiant barrier in wall applications, with flame spread and smoke developed ratings suitable for the application.
- C. Accessories: Manufacturer-recommended tapes, fasteners, and sealants for continuous installation.

2.2 ROOF INSULATION

- A. Rigid board insulation: Polyisocyanurate roof insulation complying with ASTM C1289, Type as required by the roofing system.
- B. R-value: Minimum R-20 (total), thickness as required to achieve specified R-value and roof slope.
- C. Basis of design: GAF EnergyGuard Polyiso or approved equal compatible with the specified roofing system.
- D. Accessories: Cover boards, adhesives, and fasteners as required by the roofing manufacturer's tested assembly and Florida Product Approval/NOA.

PART 3 -- CONSTRUCTION AND INSTALLATION

3.1 EXAMINATION

- A. Verify substrates are clean, dry, and suitable to receive insulation.
- B. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION – GENERAL

- A. Install insulation in accordance with manufacturer's written instructions and applicable code requirements.
- B. Install insulation without gaps, voids, excessive compression, or misalignment.
- C. Do not cover insulation until it has been inspected where inspections are required.

3.3 INSTALLATION – EXTERIOR WALL INSULATION (FI-FOIL)

- A. Install reflective insulation at interior side of exterior CMU walls where indicated.
- B. Provide continuous coverage; lap, tape, and seal seams as recommended by manufacturer.
- C. Maintain required air space, if required by product and installation method, and coordinate with furring and gypsum board installation.
- D. Repair punctures and tears; replace damaged insulation.

3.4 INSTALLATION – ROOF INSULATION

- A. Install polyisocyanurate insulation as part of the roofing assembly in strict accordance with the roofing manufacturer's approved details, fastening/adhesive patterns, and the specified Florida Product Approval/NOA.
- B. Stagger joints and install boards tight to each other; fill gaps in excess of manufacturer limits.
- C. Coordinate tapered insulation or slope requirements where indicated to maintain positive drainage toward scuppers.
- D. Do not expose roof insulation to weather longer than manufacturer allows.

3.5 CLEANING

- A. Remove scraps and debris from the site. Leave work areas clean upon completion.

END OF SECTION

07 54 00 – Single-Ply Membrane Roofing

PART 1 -- GENERAL

1.1 SUMMARY

- A. Provide a complete single-ply membrane roofing system at the main roof and roof overhangs as shown on the Drawings, including membrane, insulation (by others where noted), flashings, terminations, and accessories.
- B. Roofing system includes fully-adhered TPO membrane over rigid insulation and structural roof deck, including perimeter and penetration flashings.

1.2 REFERENCES

- A. ASTM D6878 – Standard Specification for Thermoplastic Polyolefin (TPO) Roofing Membrane.
- B. NRCA Roofing Manual.
- C. Florida Product Approval and Miami-Dade NOA requirements, where applicable.

1.3 SUBMITTALS

- A. Product data for membrane, flashings, adhesives, insulation interface, and accessories.
- B. Manufacturer's installation instructions and details for roof and overhang conditions.
- C. Florida Product Approval or Miami-Dade NOA for the complete roofing assembly.
- D. Manufacturer's letter confirming compatibility of membrane with specified insulation.

1.4 QUALITY ASSURANCE

- A. Roofing contractor shall be approved, authorized, or certified by the membrane manufacturer.
- B. Install roofing in accordance with manufacturer's tested and approved assembly.
- C. Provide manufacturer's system warranty for TPO roofing, minimum 20 years, including membrane, flashings, accessories, and installation, issued in Owner's name.

PART 2 -- MATERIALS AND PRODUCTS

2.1 SINGLE-PLY MEMBRANE ROOFING

- A. Membrane type: Thermoplastic Polyolefin (TPO).
- B. Installation method: Fully adhered.
- C. Thickness: Minimum 60 mil.
- D. Color: White.
- E. Basis of design: GAF EverGuard TPO or approved equal.
- F. Membrane shall comply with ASTM D6878.

2.2 ACCESSORIES

- A. Flashings, primers, adhesives, sealants, and termination bars as recommended by membrane manufacturer.
- B. Walk pads where required for access or maintenance.
- C. Edge metal and terminations coordinated with membrane manufacturer requirements.

PART 3 -- EXECUTION

3.1 EXAMINATION

- A. Verify roof deck and substrates are clean, dry, smooth, and acceptable to receive roofing.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates in accordance with membrane manufacturer's instructions.
- B. Fill gaps and irregularities exceeding manufacturer limits.
- C. Coordinate with roof insulation installation to ensure continuous and compatible assembly.

3.3 INSTALLATION – MAIN ROOF AND OVERHANGS

- A. Install membrane fully adhered over insulation and substrate in accordance with manufacturer's published instructions and approved details.
- B. Extend roofing membrane continuously over main roof and roof overhangs as detailed.
- C. Provide flashing at parapets, edges, overhang returns, penetrations, and terminations.
- D. Install tapered insulation or slope ¼" as indicated to provide positive drainage.
- E. Secure membrane against wind uplift in accordance with Florida Product Approval/NOA requirements.

3.4 PROTECTION AND CLEANING

- A. Protect completed roofing from damage during construction.
- B. Remove debris and leave roof surfaces clean.
- C. Repair or replace damaged roofing materials prior to acceptance.

END OF SECTION

07 92 00 – Sealants

PART 1 -- GENERAL

1.1 SUMMARY

- A. Provide joint sealants at exterior and interior locations as shown on the Drawings and detailed in wall, window, door, and roof details.
- B. Sealant work includes joints at window and door perimeters, CMU furring interfaces, gypsum board to dissimilar materials, and other locations requiring weather-tightness, air sealing, or acoustical control.
- C. Sealants are critical to long-term performance of the building envelope and interior assemblies.

1.2 REFERENCES

- A. ASTM C920 – Standard Specification for Elastomeric Joint Sealants.
- B. ASTM C1193 – Standard Guide for Use of Joint Sealants.
- C. Manufacturer's published installation instructions.

1.3 SUBMITTALS

- A. Product data for each type of sealant, primer, backing material, and accessory.
- B. Color samples for exposed sealants.
- C. Manufacturer's recommendations for joint preparation and application.

1.4 QUALITY ASSURANCE

- A. Use sealants from a single manufacturer for each type of application.
- B. Install sealants in accordance with ASTM standards and manufacturer's written instructions.

PART 2 -- MATERIALS AND PRODUCTS

2.1 SEALANTS

- A. General: Provide elastomeric sealants suitable for joint conditions, movement, and exposure indicated.

- B. Exterior joints (windows, doors, exterior wall penetrations): Neutral-cure silicone sealant complying with ASTM C920, Type S or M, Grade NS, Class 25 or higher.
- C. Interior joints (gypsum board to frames, casework, plumbing fixtures): Single-component polyurethane or silicone sealant, low-VOC.
- D. Acoustical joints: Acoustical sealant where indicated for sound-rated assemblies.
- E. Colors: As selected by Architect from manufacturer's standard range.

2.2 ACCESSORY MATERIALS

- A. Primer: As recommended by sealant manufacturer for substrates involved.
- B. Backup materials: Closed-cell polyethylene foam backer rods sized to joint width.
- C. Bond breaker: As recommended by sealant manufacturer.
- D. Masking materials: Non-staining tape suitable for adjacent finishes.

PART 3 -- EXECUTION

3.1 EXAMINATION

- A. Verify joint surfaces are clean, dry, sound, and free of contaminants.
- B. Do not proceed with sealant application until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean joints of dust, debris, laitance, mortar, and loose materials.
- B. Install backing materials and bond breakers as required to control sealant depth and profile.

3.3 APPLICATION

- A. Apply sealants strictly in accordance with manufacturer's instructions.
- B. Use primers only where recommended by manufacturer.
- C. Apply sealant under pressure to fill joints completely and tool to a smooth, uniform profile.
- D. Provide sealant continuity at window sills, jambs, corners, door thresholds, CMU furring joints, and roof edge transitions as detailed.

3.4 CLEANING AND REPAIR

- A. Remove masking immediately after tooling joints.
- B. Clean adjacent surfaces without damaging finishes.
- C. Repair or replace defective sealant work as directed by the Architect.

END OF SECTION

08 14 16 – Wood Doors

PART 1 -- GENERAL

1.1 SUMMARY

- A. Provide interior wood doors as shown on the Drawings, Door Schedule, and Details, complete with factory preparation for hardware.
- B. Section includes interior flush wood doors and interior wood frames. Hardware, glazing, and seals are specified in other Sections.

1.2 QUALITY ASSURANCE

- A. Doors shall be manufactured by a single manufacturer experienced in producing similar interior architectural wood doors.
- B. Comply with applicable standards of the Architectural Woodwork Institute (AWI).

1.3 SUBMITTALS

- A. Product data for each door type, including core construction, face material, and fire rating where applicable.
- B. Shop drawings identifying door types, sizes, handing, and factory machining.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors factory-packaged and clearly labeled.
- B. Store doors flat, elevated, and protected from moisture, direct sunlight, and damage.
- C. Do not install doors until interior conditions are within manufacturer's recommended temperature and humidity range.

PART 2 -- MATERIALS AND PRODUCTS

2.1 WOOD DOORS

- A. Type: Interior flush wood doors.
- B. Core: Solid core construction unless noted otherwise on the Door Schedule.
- C. Faces: Paint-grade hardboard as indicated on the Door Schedule.

- D. Thickness: 1-3/8 inches, unless noted otherwise.
- E. Edge construction: Square or beveled as required for hardware.

2.2 WOOD FRAMES

- A. Provide interior wood door frames as shown on the Drawings and Door Schedule.
- B. Material: Solid wood or laminated wood construction suitable for painted finish.
- C. Profiles and dimensions: As indicated on the Drawings.
- D. Prepare frames for installation of specified hardware.
- E. Factory-prime frames for paint finish.

2.3 FACTORY MACHINING

- A. Factory machine doors and frames for hardware in accordance with hardware templates and Door Schedule.
- B. Coordinate with hardware supplier to ensure compatibility.

PART 3 -- EXECUTION

3.1 EXAMINATION

- A. Verify openings, frames, and field conditions are ready to receive doors.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install doors plumb, level, and square; provide smooth operation without binding.
- B. Clearances shall comply with manufacturer requirements and applicable codes.
- C. Seal cut edges immediately in accordance with manufacturer recommendations.

3.3 ADJUSTING AND CLEANING

- A. Adjust doors and hardware for proper operation.
- B. Clean exposed surfaces and remove protective coverings.
- C. Repair or replace damaged doors as directed by the Architect.

END OF SECTION

08 41 13 – Aluminum Entrance Doors

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide exterior aluminum-framed glass entrance doors as shown on the Drawings and Door Schedule.
- B. Work includes aluminum door frames, glazed aluminum doors, thresholds, weatherstripping, anchorage, and accessories required for a complete and operational door installation.
- C. This Section does not include storefront framing, sidelites, transoms, or window systems, which are specified elsewhere or not included in the Project.

1.2 REFERENCES

- A. AAMA 101 – Aluminum Framed Entrance Doors.
- B. ASTM E283 and ASTM E547 – Air and Water Infiltration Testing (as applicable to door assemblies).
- C. Florida Product Approval and Miami-Dade NOA requirements, where applicable.

1.3 SUBMITTALS

- A. Product data for aluminum entrance doors, frames, finishes, glazing-in-door components, and accessories.
- B. Shop drawings indicating door sizes, profiles, frame dimensions, swing, handing, thresholds, anchorage, and coordination with adjacent construction.
- C. Florida Product Approval or Miami-Dade NOA documentation for the door assembly.

1.4 QUALITY ASSURANCE

- A. Manufacturer shall have minimum five (5) years' experience producing similar aluminum entrance door systems.
- B. Installer shall be experienced in installation of aluminum entrance doors.
- C. Provide door assemblies tested and approved as complete systems.

1.5 WARRANTY

- A. Provide manufacturer's standard warranty for aluminum entrance doors.
- B. Warranty period: Minimum one (1) year from Date of Substantial Completion unless noted otherwise.

PART 2 – MATERIALS AND PRODUCTS

2.1 ALUMINUM ENTRANCE DOORS AND FRAMES

- A. Doors: Aluminum-framed glass entrance doors.
- B. Frames: Extruded aluminum door frames.
- C. Finish: Factory-applied anodized or fluoropolymer coating as selected by the Architect.
- D. Door operation: Manual swing, unless noted otherwise.
- E. Thresholds: Aluminum, ADA-compliant.
- F. Weatherstripping: Continuous at door perimeters.

2.2 GLAZING IN DOORS

- A. Provide glass lites within door panels as indicated on the Drawings.
- B. Glass type, thickness, and safety requirements shall comply with the Drawings and applicable codes.
- C. Window systems and storefront glazing are not included in this Section.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify rough openings and substrates are within tolerances prior to installation.
- B. Notify Architect of unsatisfactory conditions before proceeding.

3.2 INSTALLATION

- A. Install aluminum entrance doors and frames in accordance with manufacturer's instructions and approved shop drawings.
- B. Anchor frames securely to structure; install plumb, level, and square.
- C. Install doors to operate smoothly without binding or distortion.
- D. Seal joints at door perimeters in accordance with Section 07 92 00 – Sealants.

3.3 ADJUSTING AND CLEANING

- A. Adjust doors for proper operation.
- B. Clean exposed aluminum and glass surfaces.
- C. Remove protective films after installation.

END OF SECTION

08 51 13 – Aluminum Windows

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide exterior aluminum-framed windows as shown on the Drawings, Window Schedule on Sheet A103, and elevations on Sheet A101.
- B. Work includes aluminum window frames, glazing, anchors, flashing, sealants, and accessories required for a complete and weathertight window installation.
- C. Aluminum entrance doors are specified in Section 08 41 13. Interior trim and sealants at drywall returns are specified in other Sections.

1.2 REFERENCES

- A. AAMA 101 – Aluminum Framed Windows.
- B. ASTM E283 – Air Leakage of Exterior Windows.
- C. ASTM E547 – Water Penetration of Exterior Windows.
- D. Florida Product Approval and Miami-Dade NOA requirements, where applicable.

1.3 SUBMITTALS

- A. Product data for aluminum window systems, including profiles, finishes, glazing options, and operability.
- B. Shop drawings indicating window types, sizes, opening configurations, anchorage, and relationship to surrounding construction.
- C. Florida Product Approval or Miami-Dade NOA documentation for window assemblies.

1.4 QUALITY ASSURANCE

- A. Manufacturer shall have minimum five (5) years' experience producing similar aluminum window systems.
- B. Installer shall be experienced in installation of exterior aluminum windows.
- C. Provide window systems tested and approved as complete assemblies.

1.5 WARRANTY

- A. Provide manufacturer's standard warranty for aluminum windows.
- B. Warranty period: Minimum one (1) year from Date of Substantial Completion unless noted otherwise.

PART 2 – MATERIALS AND PRODUCTS

2.1 ALUMINUM WINDOWS

- A. Frames: Extruded aluminum window frames.
- B. Window types: Fixed windows as indicated on the Window Schedule.
- C. Finish: Factory-applied anodized or fluoropolymer coating as selected by the Architect.
- D. Glazing: Laminated safety glass; thickness and type per Window Schedule, code requirements, and Florida Product Approval/NOA.
- E. Performance: Windows shall be rated for wind loads indicated and comply with Florida Product Approval/NOA.

2.2 ACCESSORIES

- A. Provide anchors, shims, flashings, fasteners, and setting blocks recommended by window manufacturer and Florida Product Approval/NOA.
- B. Flashing and perimeter materials shall be compatible with adjacent wall construction.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify rough openings are within tolerances and substrates are ready to receive windows.
- B. Notify Architect of unsatisfactory conditions before proceeding.

3.2 INSTALLATION

- A. Install windows in accordance with manufacturer's instructions, approved shop drawings, and wall details on Sheets A101, A103, and A105.
- B. Install windows plumb or slanted as indicated in drawings.
- C. Provide continuous flashing and sealant at heads, jambs, and sills to achieve a weathertight installation.
- D. Coordinate installation with interior wall furring, insulation, and interior finishes.

3.3 ADJUSTING AND CLEANING

- A. Clean exposed aluminum and glass surfaces.
- B. Remove protective films after installation.

END OF SECTION

09 29 00 – Gypsum Wallboard

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide gypsum wallboard systems as shown on the Drawings, including partitions, furred walls, soffits, chases, and ceilings indicated on Sheets A102, A103 and A105.
- B. Work includes gypsum board, joint treatment, metal trim, fastening, and accessories required for a complete installation.
- C. Interior partitions are metal stud construction; exterior CMU walls receive interior furring and gypsum board as detailed.

1.2 REFERENCES

- A. ASTM C840 – Application and Finishing of Gypsum Panel Products.
- B. GA-216 – Application and Finishing of Gypsum Panel Products.
- C. Applicable building codes.

1.3 SUBMITTALS

- A. Product data for gypsum board types, joint compounds, trims, and accessories.
- B. Manufacturer installation instructions.
- C. Samples of exposed trims if requested by the Architect.

1.4 QUALITY ASSURANCE

- A. Use materials from a single gypsum board manufacturer where practical.
- B. Install gypsum board in accordance with manufacturer instructions and referenced standards.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's packaging, labeled and undamaged.
- B. Store gypsum board flat, off the ground, protected from moisture and damage.
- C. Do not install wet or damaged materials.

PART 2 – MATERIALS

2.1 GYPSUM WALLBOARD

- A. Standard gypsum board: 5/8 inch thick at interior partitions and ceilings unless noted otherwise.
- B. Moisture-resistant gypsum board: 5/8 inch thick at toilet rooms and wet locations where shown.
- C. Foil-backed gypsum board: Provide where indicated on Drawings at exterior CMU furred walls.
- D. Board sizes: Provide lengths to minimize joints.

2.2 METAL FRAMING FOR GYPSUM BOARD

A. Interior partitions:

- 1. Light-gauge galvanized steel studs and tracks.
- 2. Stud size and spacing as indicated on the Drawings.
- 3. Provide deflection clearance where indicated.

B. Exterior wall furring:

- 1. Galvanized steel hat channels at interior face of CMU walls.
- 2. Spacing and attachment as shown on wall sections.
- 3. Coordinate with insulation and gypsum board installation.

C. Framing provided under this Section is limited to that required to support gypsum wallboard.

2.3 METAL TRIM AND ACCESSORIES

- A. Corner beads, casing beads, and edge trim: Galvanized steel or paper-faced metal beads compatible with joint treatment.
- B. Control joints: Provide where indicated or required by gypsum board manufacturer.

2.4 JOINT TREATMENT

2.4 JOINT TREATMENT

A. Joint compound and tape: Manufacturer's standard system compatible with gypsum board type.

B. Finish levels:

1. Provide Level 4 finish in accordance with GA-214 at walls and ceilings scheduled to receive paint, unless noted otherwise.
2. Concealed surfaces above ceilings and behind casework are not required to receive finish beyond taping.

2.5 FASTENERS

- A. Screws for metal framing: Manufacturer-recommended self-drilling drywall screws.
- B. Screws for wood backing: Type W bugle-head screws as required.

2.6 ACCESS PANELS

- A. Provide access panels at locations shown for mechanical and electrical access.
- B. Type: Painted steel access panels, 24 x 24 inches unless noted otherwise.
- C. Provide stainless steel access panels at tiled or toilet room locations.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify framing, furring, and substrates are complete, aligned, and ready to receive gypsum board.
- B. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Install gypsum board in accordance with manufacturer instructions and referenced standards.
- B. Install boards tight to framing with staggered joints.

- C. Hold boards clear of floors as recommended by manufacturer.
- D. Seal penetrations and joints as required by acoustical and air-sealing details on A105.
- E. Coordinate installation with door frames, window frames, millwork, and MEP penetrations.

3.3 JOINT FINISHING

- A. Apply joint treatment to achieve specified finish level.
- B. Sand and feather joints smooth, free of ridges and tool marks.

3.4 METAL TRIM

- A. Install trim straight, plumb, and secure in accordance with manufacturer recommendations.
- B. Integrate trim with joint finishing for smooth transitions.

3.5 CLEANING AND REPAIR

- A. Remove debris and dust from work areas.
- B. Repair damaged surfaces prior to painting.

END OF SECTION

09 30 00 – Tiling (Porcelain Tile)

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes porcelain tile flooring and wall tile installation where indicated on the Drawings, including setting materials, grout, trims, movement joints, waterproofing at wet areas, thresholds, and all accessories required for a complete installation.

B. Tile locations, patterns, sizes, and finishes: Refer to Sheet A102.

C. Thresholds and transitions at door openings: Refer to Sheet A105.

1.2 REFERENCES

A. ANSI A108 – Installation of Ceramic Tile.

B. ANSI A118 – Specifications for Installation Materials.

C. ANSI A137.1 – Ceramic Tile.

D. ANSI A326.3 – Dynamic Coefficient of Friction.

E. Tile Council of North America (TCNA) Handbook.

F. Applicable Florida Building Code requirements.

1.3 SUBMITTALS

A. Product data for tile, setting materials, grout, trims, waterproofing membranes, and thresholds.

B. Tile samples indicating color, texture, and finish.

C. Manufacturer installation instructions.

1.4 QUALITY ASSURANCE

- A. Installer shall be experienced in porcelain tile installation and familiar with TCNA methods.
- B. Use setting materials, grout, and waterproofing systems from a single manufacturer where practical.
- C. Mockups not required unless requested by Architect.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original, unopened containers with labels intact.
- B. Store materials in a dry, protected location, off the ground.
- C. Do not use damaged, wet, expired, or contaminated materials.

1.6 FIELD CONDITIONS

- A. Verify substrates are sound, level, clean, and suitable for tile installation.
- B. Verify that backing, waterproofing, and threshold preparations are complete prior to tile installation.
- C. Do not proceed until unsatisfactory conditions are corrected.

PART 2 – PRODUCTS

2.1 PORCELAIN TILE

- A. Porcelain tile complying with ANSI A137.1 with water absorption ≤ 0.5 percent.
- B. Size, color, pattern, and finish: As scheduled on A102.
- C. Floor tile in walking surfaces shall have minimum DCOF ≥ 0.42 (wet), unless otherwise indicated.
- D. Provide factory trims, edge pieces, and accessories to match tile finish.

2.2 SETTING MATERIALS

- A. Thin-set mortar: Polymer-modified mortar complying with ANSI A118.4 or A118.15.
- B. Mastic adhesives: Not permitted for floor tile; allowed only at interior dry wall applications.
- C. Waterproofing membranes: ANSI A118.10 compliant membranes at wet areas and where indicated.

2.3 GROUT

- A. Cementitious grout: ANSI A118.6 or A118.7, color to be selected by Architect.
- B. Epoxy grout: Provide where indicated or approved by Architect.

2.4 ACCESSORIES

- A. Backer board: Cementitious tile backer board suitable for porcelain tile.
- B. Movement joints: Provide in accordance with TCNA EJ171.
- C. Sealants at changes in plane: As specified in Section 07 92 00.
- D. Thresholds: As detailed on A105, coordinated with adjacent floor finishes.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify substrates meet flatness and deflection requirements for porcelain tile.
- B. Verify door thresholds and adjoining materials are in place or properly coordinated.

3.2 INSTALLATION

- A. Install tile in accordance with ANSI A108, TCNA Handbook, and manufacturer instructions.
- B. Lay out tile to provide balanced cuts and aligned joints.
- C. Maintain consistent joint widths and minimize lippage.
- D. Extend tile under fixtures where feasible.
- E. Install thresholds flush and aligned with adjacent floor finishes as shown on A105.
- F. Provide movement joints at perimeters, changes in plane, and locations required by TCNA EJ171.

3.3 CLEANING AND PROTECTION

- A. Clean tile surfaces with manufacturer-recommended cleaners.
- B. Protect completed tile work from damage until Substantial Completion.
- C. Replace damaged, cracked, loose, or misaligned tile.

END OF SECTION

09 51 00 – Suspended Ceiling Systems

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes suspended acoustical ceiling systems complete with suspension grid, ceiling panels, trim, accessories, and coordination items required for a complete installation.
- B. Ceiling types, manufacturers, panel types, sizes, and locations: Refer to Reflected Ceiling Plan and Ceiling Type Schedule on Sheet A102.
- C. Work includes coordination with lighting fixtures, air devices, access panels, fire protection, and other ceiling-mounted components.

1.2 REFERENCES

- A. ASTM C635 – Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636 – Installation of Metal Ceiling Suspension Systems.
- C. CISCA Ceiling Systems Handbook.
- D. Manufacturer's written installation instructions.
- E. Florida Building Code, latest edition.

1.3 SUBMITTALS

- A. Product data for ceiling panels, suspension grid, trims, and accessories.
- B. Manufacturer's installation instructions.
- C. Shop drawings indicating ceiling layout, suspension, seismic bracing (if required), and coordination with lighting and mechanical components.

D. Samples of exposed ceiling panels and grid finishes if requested by Architect.

E. Maintenance and warranty information.

1.4 QUALITY ASSURANCE

A. Installer shall be experienced in suspended ceiling installations similar in scope and complexity.

B. Provide ceiling panels and suspension system components from a single manufacturer unless otherwise approved.

C. Install system in accordance with referenced standards and manufacturer instructions.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original, unopened packaging with labels intact.

B. Store materials flat, dry, and protected from moisture and damage.

C. Do not install damaged, warped, or stained materials.

1.6 FIELD CONDITIONS

A. Verify that overhead construction is complete and ready to receive ceiling installation.

B. Verify coordination with lighting, mechanical, electrical, and fire protection trades.

C. Do not proceed until unsatisfactory conditions are corrected.

PART 2 – PRODUCTS

2.1 SUSPENSION SYSTEM

- A. Exposed T-bar suspension system, intermediate-duty, hot-dipped galvanized or painted steel.
- B. Grid size and module: As required to suit ceiling panel size indicated on A102.
- C. Finish: Manufacturer's standard white unless otherwise indicated.
- D. Provide hanger wires, bracing, perimeter trim, and accessories required for a complete system.
- E. Suspension system manufacturer and series shall be as required to be compatible with ceiling panels indicated on A102.

2.2 ACOUSTICAL CEILING PANELS

A. Basis of Design:

1. Acoustical ceiling panels shall be as indicated in the Ceiling Type Schedule on Sheet A102, including manufacturer, product name, size, thickness, edge profile, NRC, and finish.

2. Where a conflict occurs between drawings and specifications, the drawings shall govern.

B. Panel material, thickness, size, edge profile, NRC, and CAC: As scheduled.

C. Panels shall be free of visible defects and uniform in color and texture.

D. Provide factory-matched panels for replacements and attic stock.

2.3 ACCESSORIES

A. Perimeter trim: Manufacturer's standard angle or channel compatible with grid system.

B. Hold-down clips, seismic clips, and bracing where required by code or manufacturer.

C. Access panels: Factory-fabricated to match ceiling panel appearance where required.

2.4 EXTRA MATERIALS

A. Provide attic stock equal to minimum 10 percent of each type of ceiling panel installed, packaged and labeled for Owner.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify ceiling heights and layout dimensions prior to installation.
- B. Verify that mechanical, electrical, and fire protection rough-in is complete.

3.2 INSTALLATION

- A. Install suspension systems in accordance with ASTM C636, Cisca guidelines, and manufacturer's instructions.
- B. Lay out ceiling to provide balanced panel sizes with minimum 1/2 panel at room edges where feasible.
- C. Level ceiling within tolerance of 1/4 inch in 10 feet.
- D. Do not support lighting fixtures, diffusers, or other equipment from ceiling panels or grid unless specifically designed for that purpose.
- E. Provide independent support for all ceiling-mounted devices as required.

3.3 CLEANING AND PROTECTION

- A. Remove debris and unused materials from site.
- B. Clean exposed ceiling surfaces.

C. Replace damaged or stained panels prior to Substantial Completion.

END OF SECTION

09 91 23 – Painting

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field painting of interior and exterior substrates, including primers, intermediate coats, and finish coats, complete for all interior and exterior surfaces of the building UON.
- B. Paint systems, colors, gloss levels, and locations shall be as indicated on the Finish Specifications and elevations on Sheet A101.
- C. Where conflicts occur between drawings and specifications, the Finish Specifications on Sheet A101 shall govern.

1.2 REFERENCES

- A. MPI (Master Painters Institute) Architectural Painting Specification Manual.
- B. Manufacturer's written instructions.
- C. Florida Building Code, latest edition.

1.3 SUBMITTALS

- A. Product data for primers, intermediate coats, and finish paints.
- B. Color and finish samples as required to match Finish Specifications on A101.
- C. Manufacturer's application instructions.
- D. Maintenance data and warranties where applicable.

1.4 QUALITY ASSURANCE

- A. Use skilled painters experienced with the specified materials and conditions.
- B. Provide primer, intermediate, and finish coats from a single manufacturer for each paint system.
- C. Apply materials in strict accordance with manufacturer recommendations.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original, unopened containers with labels intact.
- B. Store materials in a clean, dry, ventilated location, protected from damage and extreme temperatures.

1.6 FIELD CONDITIONS

- A. Do not apply paint under unsuitable temperature or humidity conditions.
- B. Do not apply paint to damp, wet, or contaminated surfaces.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Basis of design manufacturers, or approved equal:

- 1. Sherwin-Williams
- 2. Benjamin Moore
- 3. PPG

- B. Products shall be compatible and part of a complete system from a single manufacturer.

2.2 PAINT SYSTEMS

A. General: Provide paint systems appropriate for substrate and exposure conditions, as required to achieve finishes shown on A101.

B. Interior gypsum board and plaster:

1. Primer: Manufacturer's standard latex primer/sealer.
2. Finish coats: Acrylic latex, low-VOC, sheen as indicated on A101.

C. Interior metal (doors, frames, exposed steel):

1. Primer: Rust-inhibitive metal primer.
2. Finish coats: Alkyd or acrylic enamel, sheen as indicated.

D. Exterior concrete, masonry, and stucco:

1. Primer: Masonry conditioner or block filler as required.
2. Finish coats: Exterior-grade acrylic latex.

E. Exterior metal:

1. Primer: Manufacturer's recommended corrosion-resistant primer.
2. Finish coats: Exterior enamel system suitable for South Florida exposure.

2.3 COLORS AND FINISHES

A. Colors and gloss levels: As indicated on Finish Specifications on Sheet A101.

B. No substitutions without Architect approval.

2.4 MATERIAL LIMITATIONS

A. Use primers and finish coats from same manufacturer.

B. Do not thin materials except as recommended by manufacturer.

C. Do not use alkyd primer on gypsum board.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify substrates are clean, dry, and suitable for painting.
- B. Report unsatisfactory conditions prior to application.

3.2 SURFACE PREPARATION

- A. Clean surfaces of dirt, dust, grease, and contaminants.
- B. Patch, sand, and repair surfaces to provide smooth, uniform finish.
- C. Prime surfaces as required for specified paint system.

3.3 APPLICATION

- A. Apply paint in uniform coats, free of runs, sags, lap marks, and holidays.
- B. Apply number of coats required to achieve full coverage and specified appearance.
- C. Allow proper drying time between coats.

3.4 CLEANING AND PROTECTION

- A. Protect adjacent work from damage during painting.
- B. Remove masking and clean adjacent surfaces upon completion.
- C. Touch up damaged or incomplete areas.

3.5 EXTRA MATERIALS

A. Provide Owner with extra materials equal to minimum 10 percent of each color and type used, labeled by location.

END OF SECTION



July 23, 2021

Ms. Sylvia Rodriguez, Engineer 2,
Miami-Dade County Department of Solid Waste Management
Technical Services Division
Scale House
2525 NW 62nd Street, 5th Floor, Miami, FL 33147

**Re: Pre-Renovation Asbestos Containing Material (ACM) Survey
Northeast Transfer Station Scale House
18701 NE 6th Avenue
Miami, FL**

Apex Project No.: 02021-000098.00

Dear Ms. Rodriguez,

Apex Companies, LLC (Apex) has prepared this letter report for pre-renovation asbestos containing material (ACM) survey of Northeast Transfer Station, Scale House located at 18701 NE 6th Avenue, Miami, Florida. The work was performed at the request of Ms. Sylvia Rodriguez, Miami-Dade County Department of Solid Waste Management (Client). The scope of work was based on the renovation plans provided by Client.

Scope of Work/Procedures

The survey was conducted on July 15, 2021, by Apex representative and Environmental Protection Agency (EPA) - Asbestos Hazard Emergency Response Act (AHERA) accredited asbestos inspector Mr. Joshua Holstein. Mr. Holstein worked under the supervision of Florida Licensed Asbestos Consultant, Mr. Daniel Wolf, PE, CIH (License# AX87). Licenses and certifications are included in **Attachment 1**. The survey was conducted in general accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) and applicable state regulations. Samples of suspect ACM were collected in general accordance with the EPA AHERA (40 CFR Part 763, Subpart E – Asbestos-Containing Materials in Schools (cited as AHERA) and organized in accordance with the AHERA concept of homogeneous areas.

EPA defines an ACM as a material that contains more than one (1) percent (1%) asbestos. ACM are divided into three main categories: surfacing materials, thermal system insulation, and miscellaneous materials. All the suspect materials identified were described and categorized into homogeneous areas (HA's). An HA consists of all identified material found in various locations in a building that are identical in color, appearance, pattern, texture, and date of installation.

Samples of suspect miscellaneous materials were collected in a randomly distributed manner in accordance with AHERA procedures. Apex sampling procedures incorporate the use of plastic bags,

labeled using a unique numbering sequence, to securely store and ship the samples. The samples were shipped, under industry standard chain of custody protocols, to EMSL Analytical, Inc. (EMSL) in Orlando, Florida. EMSL is accredited by the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP). The laboratory certificate of accreditation is included in **Attachment 1**. Analysis was conducted utilizing polarized light microscopy (PLM) in accordance with the EPA Method 600/R-93/116.

Survey Results

Apex collected twenty-five (25) bulk samples of suspect ACM. **The laboratory results indicate that materials from two (2) of the HAs either contain, or are presumed to contain, asbestos.** The materials are listed in **Table 1**. The laboratory report is provided in **Attachment 2**. A sample location diagram is provided in **Attachment 3**. Photographs are provided in **Attachment 4**.

TABLE 1 Asbestos Containing Materials Northeast Transfer Station Scale House 18701 NE 6th Avenue Miami, FL					
Sample Date	HA #	Material Description	Material Location(s)	Result (Percent Asbestos and Type)	Estimated Quantity (1)
7/15/2021	1	Royal Blue VFT, 1-ft by 1-ft and Tan VFT- 1'x 1', both under Dark Blue VFT (Multi-layered)	Control Room and Breakroom	3% Chrysotile (Royal Blue Tile) 2% Chrysotile (Tan Tile)	256 sf (Control Room) 175 sf (Breakroom)
7/15/2021	N/A	Restroom Mirror Mastic	Restroom	Presumed positive	N/A
<u>Legend</u> HA = homogeneous area (1) = estimated quantity. Must be confirmed by abatement contractor. sf = square foot ft = foot VFT = vinyl floor tile					

Findings/Recommendations

1. Prior to renovation activities, the identified ACMs (HA-1 and the restroom mirror mastic) must be abated by a Florida licensed abatement contractor.
2. The restroom mirror was adhered to the wall and could not be accessed. The mirror mastic is presumed positive for asbestos until proven otherwise by sampling.

3. Contractors, subcontractors and employees working at the facility should be made aware of the possibility of concealed or inaccessible suspect ACM that were not identified and sampled during this survey. They must be advised to halt any activities or work that would disturb the suspect ACM and report it immediately to the building owner or owner's representative. Suspect ACM must be sampled by a competent person and analyzed by an accredited laboratory to confirm the absence or presence of asbestos prior to disturbing such materials. If the materials are found to contain asbestos, applicable local, state and federal regulations will apply.
1. A written notification must be sent to the following agency ten (10) days prior to abatement activities:

Department of Regulatory and Economic Resources
Division of Environmental Resources Management
Air Quality Protection
701 N.W. First Court, Suite 400
Miami, FL 33136
Phone: 305-372-6925
asbestos@miamidade.gov

Closing

Apex appreciates the opportunity to be of service to Miami-Dade County Department of Solid Waste Management on this project. Please review report limitations in **Attachment 5**. If you have questions or comments regarding the information in this report, please do not hesitate to contact the Apex office at (904) 900-1779.

Sincerely,
Apex Companies, LLC



Joshua Holstein
Accredited Asbestos Inspector



Daniel Wolf, PE, CIH
Florida Licensed Asbestos Consultant #AX87

Attachments

- | | |
|--------------|--|
| Attachment 1 | Apex and Laboratory Certifications |
| Attachment 2 | Laboratory Report and Chain of Custody |
| Attachment 3 | Sample Location Diagram |
| Attachment 4 | Photographs |
| Attachment 5 | Limitations |

ATTACHMENT 1

Apex and Laboratory Certifications



CHC Training
Environmental Compliance Certification Experts

www.chctraining.com
303.412.6360
855.60.CERTIFY

1775 W. 55th Avenue
Denver, Colorado 80221
United States of America

CERTIFICATE OF ACHIEVEMENT

This certificate is awarded to:

JOSHUA HOLSTEIN

6360 Old Dixie Dr. St Augustine, FL 32095

In recognition of satisfactory completion of the EPA-approved annual asbestos refresher (synchronous online) training provided according to AHERA Section 206 Title II of the Toxic Substances Control Act (TSCA) entitled:

BUILDING INSPECTOR

COURSE COMPLETION:

DECEMBER 28, 2020

EXAMINATION DATE:

DECEMBER 28, 2020

EXPIRATION DATE:

DECEMBER 28, 2021

COURSE HOURS:

4.0



Verify this Certificate

Danaya N. Benedetto
CEO & Training Program Manager

Credential License ID:
26999327



Aaron Hix
Instructor

CHC Training Certificate No.
R20-1546-AI-O-AL-TN



Renew this Certificate



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

WOLF, DANIEL EDWARD

Apex Companies, LLC
5909 BRECKENRIDGE PARKWAY
SUITE E
TAMPA FL 33610

LICENSE NUMBER: AX87

EXPIRATION DATE: NOVEMBER 30, 2022

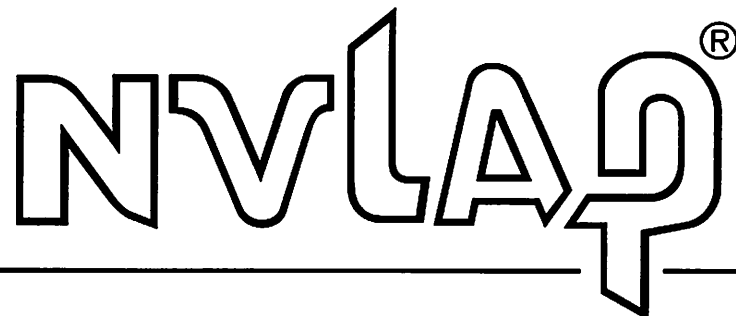
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United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101151-0

EMSL Analytical, Inc.

Orlando, FL

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2021-07-01 through 2022-06-30

Effective Dates



Dana S. Gorman
For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
3303 Parkway Center Court
Orlando, FL 32808
Mr. Carlos Rivadeneyra
Phone: 407-599-5887
Email: crivadeneyra@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

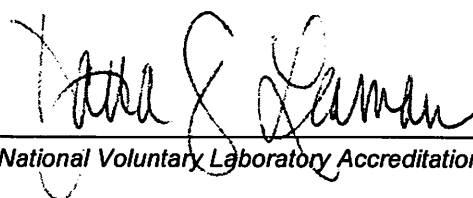
NVLAP LAB CODE 101151-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

ATTACHMENT 2

Laboratory Report and Chain of Custody



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

<http://www.EMSL.com> / orlandolab@emsl.com

EMSL Order: 342111340

Customer ID: APJK25

Customer PO:

Project ID:

Attention: Eric Webb

Apex Companies, LLC

5220 Shad Rd.

Suite 203

Jacksonville, FL 32257

Phone: (904) 537-8411

Fax: (904) 739-7799

Received Date: 07/19/2021 8:30 AM

Analysis Date: 07/19/2021

Collected Date: 07/15/2021

Project: 02021-000098.00 - Northeast Transfer Station Scale House - 18701 NE 6th Avenue, Miami, FL

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
1-Dark Blue Floor Tile 342111340-0001	Control Room - 1'x 1' VFT/Mastic - Multi Layer - Blue	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1-Royal Blue Floor Tile 342111340-0001A	Control Room - 1'x 1' VFT/Mastic - Multi Layer - Blue	Blue Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
1-Light Blue Floor Tile 342111340-0001B	Control Room - 1'x 1' VFT/Mastic - Multi Layer - Blue	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1-Tan Floor Tile 342111340-0001C	Control Room - 1'x 1' VFT/Mastic - Multi Layer - Blue	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
1-Mastic 342111340-0001D	Control Room - 1'x 1' VFT/Mastic - Multi Layer - Blue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-Royal Blue Floor Tile 342111340-0002	Break Room - 1'x 1' VFT/Mastic - Multi Layer - Blue				Positive Stop (Not Analyzed)
2-Tan Floor Tile 342111340-0002A	Break Room - 1'x 1' VFT/Mastic - Multi Layer - Blue				Positive Stop (Not Analyzed)
2-Mastic 342111340-0002B	Break Room - 1'x 1' VFT/Mastic - Multi Layer - Blue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3 342111340-0003	Control Room - 2'x2' Ceiling Tile, Pinhole - Off White	Tan/White Fibrous Heterogeneous	30% Cellulose 40% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
4 342111340-0004	Control Room - 2'x2' Ceiling Tile, Pinhole - Off White	Tan/White Fibrous Heterogeneous	30% Cellulose 40% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
5 342111340-0005	Break Room - 2'x2' Ceiling Tile, Pinhole - Off White	Tan/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
6-Insulation Paper 342111340-0006	Control Room - Insulation Paper & Mastic - Black	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
6-Mastic 342111340-0006A	Control Room - Insulation Paper & Mastic - Black	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7-Insulation Paper 342111340-0007	Control Room - Insulation Paper & Mastic - Black	Tan Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
7-Mastic 342111340-0007A	Control Room - Insulation Paper & Mastic - Black	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-Ceramic Tile 342111340-0008	Restroom - 3" x 3" Ceramic Tile - Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 07/19/2021 18:12:41



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

<http://www.EMSL.com> / orlandolab@emsl.com

EMSL Order: 342111340

Customer ID: APJK25

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8-Mastic 342111340-0008A	Restroom - 3" x 3" Ceramic Tile - Tan	Tan Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
9-Ceramic Tile 342111340-0009	Restroom - 3" x 3" Ceramic Tile - Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9-Mastic 342111340-0009A	Restroom - 3" x 3" Ceramic Tile - Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10-Ceramic Tile 342111340-0010	Restroom - 3" x 3" Ceramic Tile - Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10-Mastic 342111340-0010A	Restroom - 3" x 3" Ceramic Tile - Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Ceramic Tile 342111340-0011	Restroom - 1"x 1" Ceramic Tile - Tan	Gray/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Grout 342111340-0011A	Restroom - 1"x 1" Ceramic Tile - Tan	Gray Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
11-Thinset 342111340-0011B	Restroom - 1"x 1" Ceramic Tile - Tan	White Non-Fibrous Homogeneous		20% Quartz 15% Ca Carbonate 65% Non-fibrous (Other)	None Detected
12-Ceramic Tile 342111340-0012	Restroom - 1"x 1" Ceramic Tile - Tan	Gray/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12-Grout 342111340-0012A	Restroom - 1"x 1" Ceramic Tile - Tan	Gray Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
12-Thinset 342111340-0012B	Restroom - 1"x 1" Ceramic Tile - Tan	White Non-Fibrous Homogeneous		20% Quartz 15% Ca Carbonate 65% Non-fibrous (Other)	None Detected
13-Ceramic Tile 342111340-0013	Restroom - 1"x 1" Ceramic Tile - Tan	Gray/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-Grout 342111340-0013A	Restroom - 1"x 1" Ceramic Tile - Tan	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-Thinset 342111340-0013B	Restroom - 1"x 1" Ceramic Tile - Tan	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
14 342111340-0014	Break Room - Wallboard - Off White	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected
15 342111340-0015	Restroom - Wallboard - Off White	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected
16 342111340-0016	Control Room - Wallboard - Off White	Brown/White Fibrous Heterogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
17 342111340-0017	Storage Room - Joint Compound- White	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
18 342111340-0018	Break Room - Joint Compound- White	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected

Initial report from: 07/19/2021 18:12:41



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

<http://www.EMSL.com / orlandolab@emsl.com>

EMSL Order: 342111340

Customer ID: APJK25

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
19 342111340-0019	Control Room - Joint Compound- White	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
20 342111340-0020	Control Room - 4" Covebase Mastic - Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21 342111340-0021	Control Room - 4" Covebase Mastic - Tan	Tan Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
22 342111340-0022	Break Room - 4" Covebase Mastic - Tan	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
23 342111340-0023	Break Room - 3" Covebase Mastic - Tan	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
24 342111340-0024	Control Room - 3" Covebase Mastic - Tan	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
25 342111340-0025	Break Room - 3" Covebase Mastic - Tan	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Laura Vera (14)

Nashira McCall (26)

Carlos Rivadeneyra, Laboratory Director
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Initial report from: 07/19/2021 18:12:41

ASBESTOS INSPECTION CHAIN OF CUSTODY FORM

342111340

LABORATORY URGENT !!!

FMSL Account #: APJK25

Page 2 of 2

CLIENT	
Name:	Miami - Pad
Address:	
City, State, Zip:	

HIS	
Address:	North East Transfer Station Scale Room
City, State, Zip:	18701 NE 6th Avenue Miami, FL

PROJECT	
Project #:	07021-000098.00
Apex Manager:	Eric Webb
Email Results To:	cewebb@apexcos.com

Sample #	HA #	Material Type	Color	Texture	Location (functional space)	Location 2 (component/ system)	Classification	Observations		
								Friable	Condition	Approx. Quantity # SF/TF
14	6	Wallboard	Off-White	S	Break Room	Wall	SM MM TSI	Y N	G D SD	
15	1		White	↓	Restroom	Ceiling	SM MM TSI	Y N	G D SD	
16	↓	↓	↓	↓	Control Room	Wall	SM MM TSI	Y N	G D SD	
17	7	Joint Compound	White	R	Storage Room	Wall	SM MM TSI	Y N	G D SD	
18	↓	↓	↓	↓	Break Room	↓	SM MM TSI	Y N	G D SD	
19	↓	↓	↓	↓	Control Room	↓	SM MM TSI	Y N	G D SD	
20	8	4" Cove Base	Tan	R	Control Room	Wall	SM MM TSI	Y N	G D SD	
21	↓	Mastic	↓	↓	↓	↓	SM MM TSI	Y N	G D SD	
22	9	Caulk	Black	R	Back Room	Window	SM MM TSI	Y N	G D SD	
23	↓	↓	↓	↓	↓	↓	SM MM TSI	Y N	G D SD	
24	10	3" Cove Base	Tan	R	Control Room	Wall	SM MM TSI	Y N	G D SD	
25	↓	Mastic	↓	↓	Back Room	↓	SM MM TSI	Y N	G D SD	

Sampling Date: 7-15-21	Collected by (print): Joshua Holstein	Inspector's Signature:
Inquired by:	Date/Time: 7-16-21	Received by:
Analysis: PLM EPA 600 ☒ TEM ☐ PLM Point Count ☐ Other ☐		Comments: Positive stop
Threatened Time: 3 Hrs ☐ 6 Hrs ☐ 24 hrs ☒ 3 Days ☐ Other ☐		Date/Time: 7-19-21 8:30

OrderID: 342111340

ASBESTOS INSPECTION CHAIN OF CUSTODY FORM

342111340

LABORATORY ORDER ID:
 FMSL Account #: APJK25
 Page 1 of 2

CLIENT	Name: Miami-Dade
Address:	
City, State, Zip:	

Address:	Northwest Transfer Station
City, State, Zip:	18701 NE 6th Avenue Miami, FL

PROJECT	Project #: 02021-000098-00
Apex Manager:	Eric Webb
Email Results To:	cewebb@apexcos.com

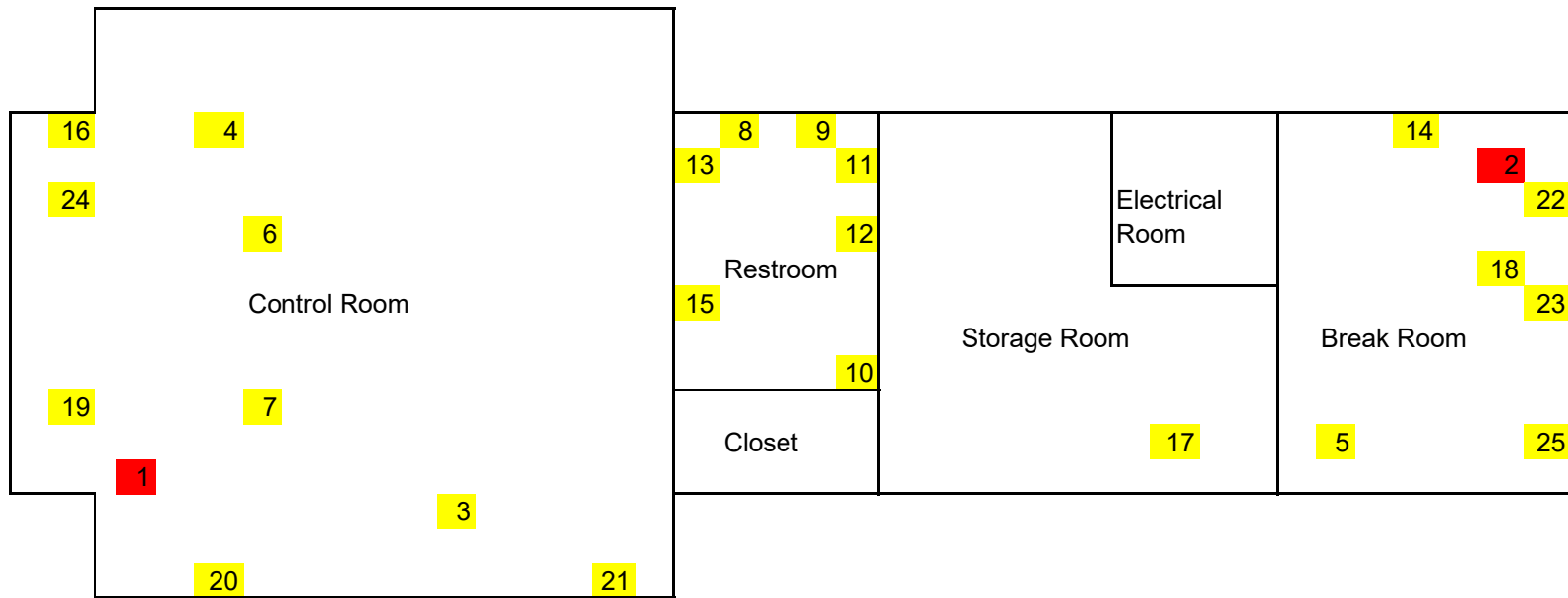
Sample #	HA #	Material Type	Color	Texture	Location (functional space)	Location 2 (component/ system)	Classification	Observations		
								Friable	Condition	Approx. Quantity # SF/LF
1	1	1'x1' VET/mastic	Blue	R	Control Room	Floor	SM MM TSI	Y N	G D SD	
2	1	- Multi layer	+	+	Break Room	+	SM MM TSI	Y N	G D SD	
3	2	2'x2' Ceiling	Off-White	R	Control Room	Ceiling	SM MM TSI	Y N	G D SD	
4	1	Tile, pin hole	+	+	+	+	SM MM TSI	Y N	G D SD	
5	1	+	+	+	Break Room	+	SM MM TSI	Y N	G D SD	
6	3	Insulation paper	Black	R	Control Room	Insulation	SM MM TSI	Y N	G D SD	
7	1	+	+	+	+	+	SM MM TSI	Y N	G D SD	
8	4	3'x3' Ceramic	Tan	R	Restroom	Wall	SM MM TSI	Y N	G D SD	
9	1	Tile	+	+	+	+	SM MM TSI	Y N	G D SD	
10	1	+	+	+	+	+	SM MM TSI	Y N	G D SD	
11	5	1'x1' Ceramic	Tan	R	Restroom	Floor	SM MM TSI	Y N	G D SD	
12	1	Tile	+	+	+	+	SM MM TSI	Y N	G D SD	
13	1	+	+	+	+	+	SM MM TSI	Y N	G D SD	

Sampling Date: 7-15-21	Collected by (print): Joshua Holstein	Inspector's Signature:
Inquired by:	Date/Time: 7-16-21	Received by:
Analysis: PLM EPA 600 ☒ TEM ☐ PLM Point Count ☐ Other ☐	Theraround Time: 3 Hrs ☐ 6 Hrs ☐ 24 hrs ☒ 3 Days ☐ Other ☐	Comments: Positive Step
Date/Time: 07-19-21		08:30

OrderID: 342111340

ATTACHMENT 3

Sample Location Diagram



NOT TO SCALE - DIMENSIONS ARE APPROXIMATE



NE Dade Transfer Station
Scale House
18701 NE 6th Avenue
Miami, Florida
33179

Legend:

- Area of negative asbestos sample
- Area of positive asbestos sample

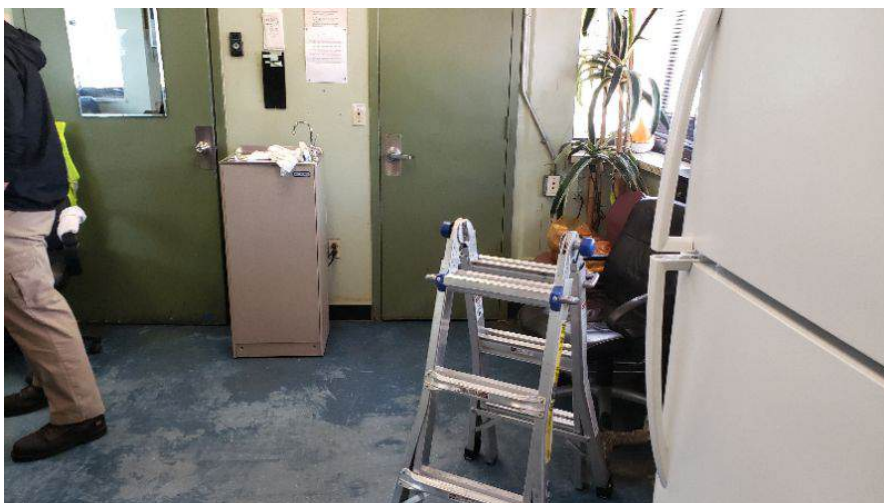
ATTACHMENT 4

Photographs

Photograph: 1
Description: NE Transfer
Station Scale
House



Photograph: 2
Description: Control Room



Photograph: 3
Description: HA1 - Sample #1
Royal Blue 1'x1'
Floor Tile (3%
Chrysotile) and
Tan 1'x1' Floor
Tile (2%
Chrysotile)
multiple layers in
Control Room



Photograph: 4
Description: Break Room



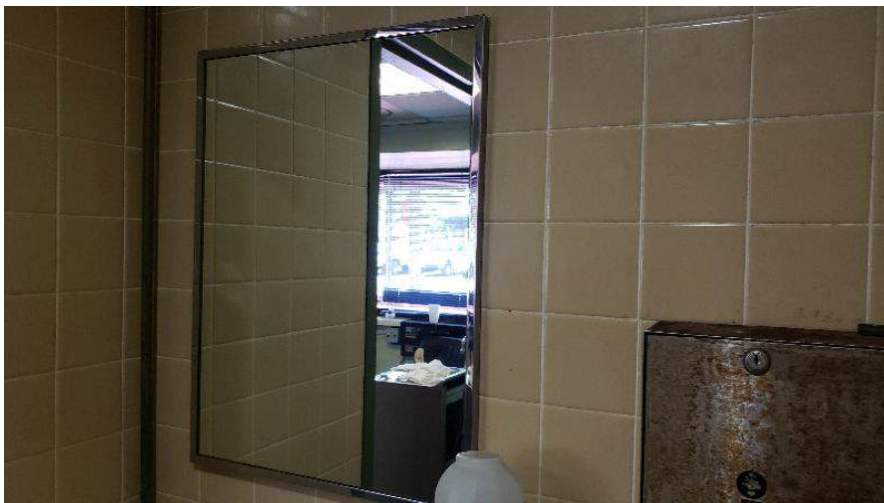
Photograph: 5
Description: HA1 - Sample #2
Royal Blue 1'x1'
Floor Tile (3%
Chrysotile) and
Tan 1'x1' Floor
Tile (2%
Chrysotile)
multiple layers in
Break Room



Photograph: 6
Description: HA1 - Sample #2
Royal Blue 1'x1'
Floor Tile (3%
Chrysotile) and
Tan 1'x1' Floor
Tile (2%
Chrysotile)
multiple layers



Photograph: 7
Description: Restroom
adhered to tile
wall, unable to
remove and test



ATTACHMENT 5

Limitations

Limitations

This report has been prepared for the exclusive use of the Client and/or their authorized agents, with specific application to their project as discussed in the scope of work. Use by other is expressly forbidden without written permission from Apex. This service was performed in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made. Observations and recommendations described in this report are based upon conditions readily visible at the site at the time of the site visit, and upon current industry standards.

This survey may not be used for renovations or demolition activities. Conclusions and recommendations are based, in part, upon information provided to us by others and site observations on the day of the survey. We have not verified the completeness or accuracy of the information provided by others, unless otherwise noted. Observations and recommendations are based upon conditions readily visible at the site at the time of the site visit, and upon current industry standards. Apex used non-destructive sample collection methods for this survey. For this reason, there may be ACM that have not been identified in hidden areas and areas that require destructive techniques to access. These typically include: mastic or adhesive behind wall coverings, panels, and mirrors, materials inside wall, floor and ceiling cavities, leveling compound, thinset, mastic and subflooring under existing flooring, insulation and fireproofing inside electrical and mechanical equipment, gaskets on piping and equipment, insulation in fire doors, insulation in concrete block or structural voids, and hidden materials in mechanical rooms

During this study, suspect asbestos samples were submitted for analysis to a NVLAP-accredited laboratory via polarized light microscopy. As with any similar survey of this nature, actual conditions exist only at the precise locations from which samples were collected or tested. Areas inspected were limited by the scope of services by the Client. Certain inferences are based on the results of this sampling and related testing to form a professional opinion of conditions in areas beyond those from which the samples were collected. Visual evaluation of other materials of concern conducted comprised a cursory visual review of the building materials and, to a limited extent, contents of the facility. No other warranty, expressed or implied, is made. Reasonable effort was made by inspection personnel to locate and sample suspect materials within the structure with regard to the scope of services.

Under this scope of services, APEX assumes no responsibility regarding response actions (e.g. O&M Plans, Encapsulation, Abatement, Removal, Tenant Notification, etc.) initiated as a result of these findings. Apex assumes no liability for the duties and responsibilities of the Client with respect to compliance with these regulations. Compliance with regulations and response actions are the sole responsibility of the Client and should be conducted in accordance with local, state, and/or Federal requirements and should be performed by appropriately qualified and licensed/accredited personnel, as warranted.

Apex Companies, LLC by virtue of providing the services described in this report, does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, state, or Federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. The Client agrees to notify the appropriate local, state, or Federal public agencies as required by law, or otherwise to disclose, in a timely manner, any information

that may be necessary to prevent any danger to public health, safety, or the environment. The contents of the report should not be construed in any way as a recommendation to purchase, sell, or develop the project site. Apex retains the right to revise this report if new information is later discovered or made available. The report must be presented in its entirety.

NORTHEAST TRANSFER STATION SCALE HOUSE REMODELING

18701 NE 6th AVENUE
Miami, FL 33147

PROJECT # EDP-PW-SW-14M018

ISSUE FOR PERMIT 08 AUGUST 2025



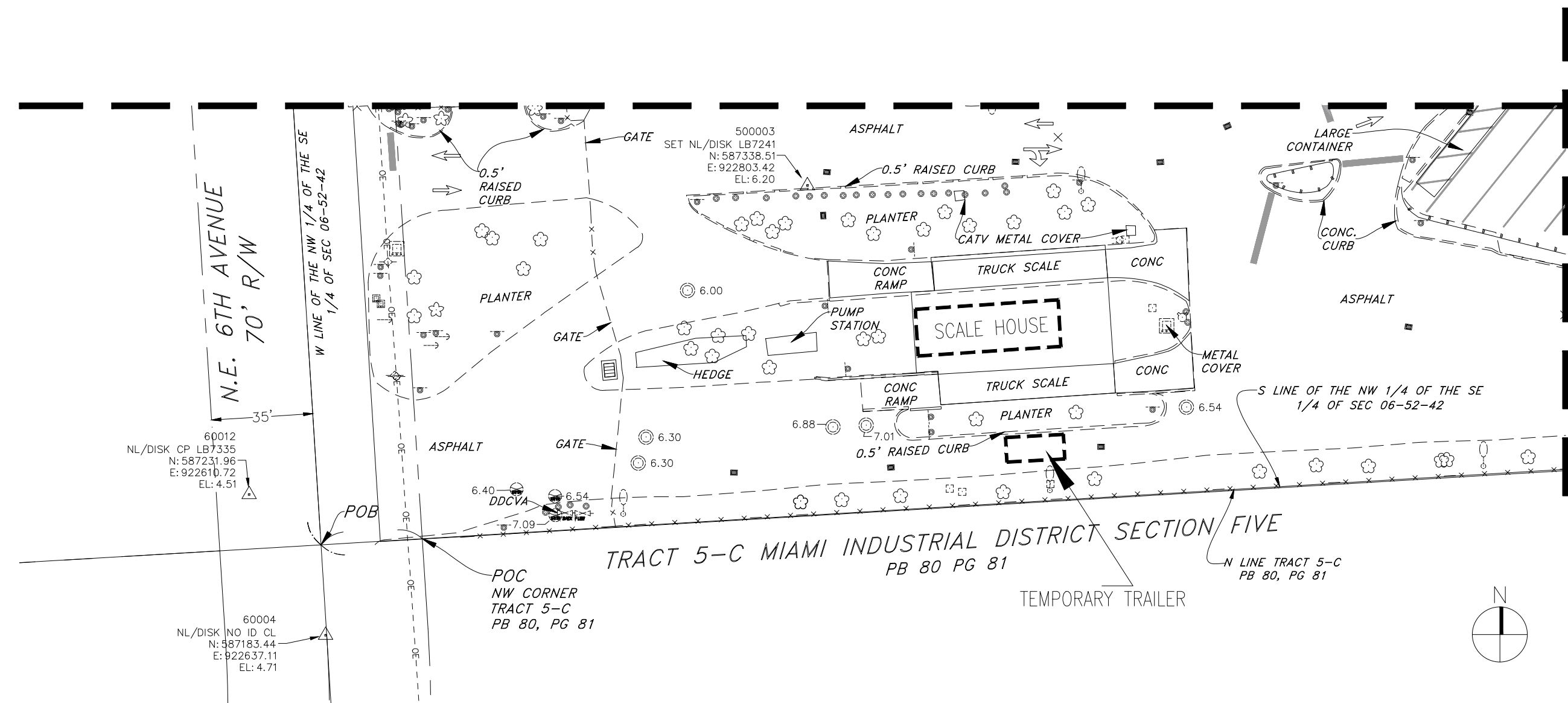
Miami-Dade County Mayor:

Daniella Levine Cava

Miami-Dade County Board of Commissioners

District	Commissioner
1st	Oliver G. Gilbert, III
2nd	Marleine Bastien
3rd	Keon Hardemon
4th	Micky Steinberg
5th	Eileen Higgins
6th	Natalie Milon Orbis
7th	Raquel A. Regalado
8th	Danielle Cohen Higgins
9th	Kionne L. McOhee
10th	Anthony Rodriguez
11th	Roberto J. Gonzalez
12th	Juan Carlos "JC" Bermudez
13th	René Garcia

PROJECT SITE PLAN



AERIAL PROJECT LOCATION



SCALE HOUSE

AERIAL SITE MAP



NORTHEAST TRANSFER STATION

GENERAL NOTES

DEMOLITION AND REMOVAL NOTES

- DEMOLITION AND REMOVAL WORK: DEMOLISH AND REMOVE ALL EXISTING ITEMS AND CONSTRUCTION AS INDICATED OR REQUIRED TO ACCOMPLISH ALL NEW WORK OF THIS CONTRACT.
- GC TO VERIFY ALL CONSIDERATIONS IN THE FIELD, AND REPORT ANY DISCREPANCY TO ARCHITECT BEFORE BEGINNING THE WORK.
- DEBRIS REMOVAL REMOVE ALL DEMOLITION DEBRIS FROM THE AREA AND SITE EACH DAY. DAMPEN DEMOLITION AREAS AS REQUIRED FOR DUST CONTROL. AT COMPLETION OF ALL THE DEMOLITION WORK, BROOM CLEAN ALL AREAS WITH DUST RETENTION COMPOUND.

CONSTRUCTION NOTES

- CONTRACTOR SHALL COORDINATE ALL THE WORK OF ALL TRADES.
- CONFLICTS, DISCREPANCIES OR NONCONFORMITIES WITH THE BUILDING CODE NOTED BY THE CONTRACTOR OR SUBCONTRACTOR SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT IN WRITING.
- CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS AND BE RESPONSIBLE FOR FIELD FIT AND QUANTITY OF WORK. NO ALLOWANCES SHALL BE MADE ON BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLECT ON HIS PART.
- ON SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. DO NOT SCALE DRAWINGS. ANY DISCREPANCIES SHALL BE NOTIFIED TO THE ARCHITECT BEFORE PROCEEDING WITH WORK.
- ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR DESIGN CONFORMANCE ONLY.
- BIDDER MUST REVIEW ALL PLANS WITH ARCHITECT PRIOR TO BIDDING WORK. ARCHITECT SHALL ASSUME NO RESPONSIBILITY WHEN BIDDER HAS NOT VIEWED THE NATURE OF THE WORK. IF DOUBT EXISTS IN THE MIND OF THE BIDDER AS TO THE TRUE MEANING OF ANY PART OF THE CONTRACT DOCUMENTS HE MUST REQUEST HIS INFORMATION IN WRITING. ARCHITECT OR ENGINEERS SHALL RESPOND TO ANY INQUIRY IN LETTER FORM.
- ALL SUBCONTRACTORS MUST HAVE PROPER EVIDENCE OF LIABILITY INSURANCE, LOCAL LICENSE, UNLESS OTHERWISE SPECIFIED.
- ALL WORK SHALL BE GUARANTEED BY CONTRACTOR OR SUBCONTRACTOR IN WRITING FOR ONE YEAR AGAINST FAULTY MATERIALS AND/OR POOR WORKMANSHIP.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL HOLD HARMLESS THE OWNER, ARCHITECT AND ENGINEERS FOR ANY PERSONAL INJURY OR DAMAGE TO THE JOB OR TO ADJACENT PROPERTIES.
- SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEERS PRIOR TO WORK COMMENCEMENT.
- CONTRACTOR OR SUBCONTRACTORS SHALL BE RESPONSIBLE FOR CLEANING AND REMOVAL OF DEBRIS EACH DAY, AS WELL AS ANY DAMAGE TO HIS WORK, OR WORK OF OTHERS WHILE PROJECT IS UNDER CONSTRUCTION.
- COMMENCEMENT OF WORK BY ONE TRADE OR SUBCONTRACTOR OVER THE EXISTING FINISHED WORK OF A PREVIOUS TRADE OR SUBCONTRACTOR SHALL CONSTITUTE ACCEPTANCE OF THAT PREVIOUS WORK BY THE NEW TRADE OR SUBCONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL OR NON STRUCTURAL MEMBERS DURING CONSTRUCTION.
- ALL WOOD CONTACT WITH MASONRY, CONCRETE OR STEEL TO BE PRESSURE TREATED. PROVIDE AN APPROVED MOISTURE VAPOR BARRIER BETWEEN THE CONCRETE OR OTHER CEMENTITIOUS MATERIALS & WOOD AS PER CODE.

PROJECT DIRECTORY

OWNER:

MIAMI DADE COUNTY SOLID WASTE MANAGEMENT
Department of Solid Waste Managment
2525 NW 62nd Street,
Miami, Florida 33147

ARCHITECT:

CCA DESIGN + ARCH, LLC
1424 SW 23 St, Miami, Florida 33145

STRUCTURAL ENGINEER:

BIAGI & ASSOCIATES ENGINEERING LLC
149700 S. DIXIE HIGHWAY, SUITE 880
OAKLAND PARK, FL 33309

MEP ENGINEERING:

B&K ENGINEERING GROUP, LLC
3601 NW 2 ND AVE.
BOCA RATON, FL 33431

APPLICABLE CODES

- 2020 FBC BUILDING, 7TH EDITION
- 2020 FBC ACCESSIBILITY – 7TH EDITION
- 2020 FFPC – FIRE 7TH EDITION
- 2020 FBC EXISTING BUILDING – 7TH EDITION
- 2020 FBC PLUMBING – 7TH EDITION
- 2020 FBC MECHANICAL – 7TH EDITION
- 2020 FBC ENERGY CONSERVATION – 7TH EDITION
- 2020 NFPA 70, NATIONAL ELECTRICAL CODE
- MIAMI-DADE COUNTY CODE OF ORDINANCES

THE ABOVE CODES ARE NOTED AS GUIDANCE AND ARE NOT INTENDED TO BE ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE TO MEET ALL CITY, STATE, AND FEDERAL CODES, AS WELL AS THOSE OF ALL DEPARTMENTS AND AGENCIES HAVING JURISDICTION OVER THE PROJECT.

DRAWING LIST

ARCHITECTURE

A100	GENERAL INFORMATION, NOTES, MAPS & INDEX	12 AUG 2025	ISSUE FOR PERMIT
A101	ELEVATIONS	●	
A102	DEMO PLAN, CONSTRUCTION PLAN & RCP	●	
A103	WALL SECTION – SCHEDULES – RESTROOM	●	
A104	MILLWORK	●	
A105	WALL TYPES & DETAILS	●	

STRUCTURE

S-0.0	NOTES	12 AUG 2025	ISSUE FOR PERMIT
S-1.0	PLAN VIEW	●	
S-2.0	SECTIONS AND DETAILS		

MEP

EO.1	ELECTRICAL NOTES, LEGEND & SPECS	12 AUG 2025	ISSUE FOR PERMIT
E1.1	POWER PLAN	●	
E2.1	LIGHTING PLAN	●	
E3.1	LOW VOLTAGE PLAN		
MO.1	MECHANICAL NOTES, LEGEND & INDEX	●	
M1.1	MECHANICAL PLAN	●	
PO.1	PLUMBING NOTES, DETAILS, LEGEND & INDEX	●	
P1.1	PLUMBING PLAN	●	

SUSTAINABILITY NOTES

- IN ACCORDANCE WITH THE COUNTY'S GREEN PROCUREMENT PREFERENCES, THE PRODUCTS SOLICITED THROUGH THIS SOLICITATION SHALL BEAR THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S (EPA'S) WATERSENSE LABEL.
- IN ACCORDANCE WITH THE COUNTY'S GREEN PROCUREMENT PREFERENCES, THE PAINT SOLICITED THROUGH THIS SOLICITATION SHALL BE LEAD FREE AND NO-VOC (VOLATILE ORGANIC COMPOUNDS). NO-VOC PAINT SHALL BE DEFINED AS PAINT WITH FEWER THAN 5 VOC GRAMS PER LITER. IN ACCORDANCE WITH THE COUNTY'S GREEN PROCUREMENT PREFERENCES, THE PAINT USED BY THE CONTRACTOR TO SATISFY THE PAINTING REQUIREMENTS IN THIS SOLICITATION SHALL BE GREEN-SEAL CERTIFIED.
- IN ACCORDANCE WITH THE COUNTY'S GREEN PROCUREMENT PREFERENCES, THE LIGHTING PURCHASED THROUGH THIS SOLICITATION SHALL BE ENERGY STAR CERTIFIED. WHEN ENERGY STAR LABELS ARE NOT AVAILABLE, PRODUCTS SHALL BE FEDERAL ENERGY MANAGEMENT PROGRAM (FEMP) DESIGNATED ENERGY-EFFICIENT PRODUCTS OR THE MOST ENERGY EFFICIENT PRODUCT AVAILABLE.
- DEVICES FOR SPACE HEATING, COOLING, VENTILATION, DEHUMIDIFICATION, HUMIDIFICATION, WATER HEATING, AIR CONDITIONING, OR OTHER HVAC SYSTEMS MUST MEET US DEPARTMENT OF ENERGY (USDOE) FEMP MINIMUM EFFICIENCY STANDARDS SPECIFIED IN AHSRAE 90.1 (2022) STANDARD PURSUANT TO RESOLUTION R-1053-09 OR THE MOST RECENT APPLICABLE ASHRAE 90.1 STANDARD. FURTHERMORE, NEW PURCHASES OF HEATING, VENTILATION, AIR CONDITIONING, AND REFRIGERATION SYSTEMS SHALL NOT CONTAIN CHLOROFLUOROCARBON AND HALON-CONTAINING REFRIGERANTS, SOLVENTS, AND OTHER PRODUCTS.
- IN ACCORDANCE WITH THE COUNTY'S GREEN PROCUREMENT PREFERENCES, THE SOLICITED ROOFING MATERIALS SHALL MEET THE EPA COMPREHENSIVE PROCUREMENT GUIDELINES RECOMMENDED RECOVERED MATERIALS CONTENT LEVELS FOR ROOFING MATERIALS, AS HEREBY SPECIFIED:
- IN ACCORDANCE WITH THE COUNTY'S GREEN PROCUREMENT PREFERENCES, THE SOLICITED BUILDING INSULATION SHALL MEET THE EPA COMPREHENSIVE PROCUREMENT GUIDELINES RECOMMENDED RECOVERED MATERIALS CONTENT LEVELS FOR BUILDING INSULATION, AS HEREBY SPECIFIED:
- WITH RESPECT TO COMMERCIAL LOW SLOPE ROOFS, VERIFIED COOL ROOF RATING COUNCIL RATINGS OF (1) A MINIMUM THREE-YEAR AGED SOLAR REFLECTANCE OF 0.63 AND A MINIMUM 3-YEAR AGED THERMAL EMITTANCE OF 0.75 OR (2) A MINIMUM THREE-YEAR AGED SOLAR REFLECTIVE INDEX OF 75 SHALL BE REQUIRED. FOR PROJECTS THAT DO NOT INVOLVE COMMERCIAL LOW SLOPE ROOFS, AN EQUIVALENT STANDARD SHALL BE REQUIRED, AND THE OFFICE OF RESILIENCE SHOULD BE CONTACTED FOR GUIDANCE REGARDING EQUIVALENT RATINGS.

Roofing Materials	Fiber (felt) for Fiber Composite	50-100	50-100
	Rubber	12-100	100
	Plastic or Plastic/Rubber Composite	100	100

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Rock Wool	Slag	—	75
Fiberglass	Glass Cullet	—	20-25
Cellulose Loose-Fill and Spray-On	Postconsumer Paper	75	75
Perlite Composite Board	Postconsumer Paper	23	23

PROPERTY INFORMATION

Folio: 30-2206-000-0121
PA Primary Zone: 7300 INDUSTRIAL – HEAVY MFG
Primary Land Use: 8647 COUNTY : DADE COUNTY
Floors: 1
Adjusted Area: 628
Lot Size: 479,160 Sq.Ft

FULL LEGAL DESCRIPTION

6 52 42 11 AC M/L
ALL THAT PORTION OF THE S1/2 OF NW1/4 OF SE1/4 LYG SWLY OF A LINE 205FT SW OF & PARR TO C/L SNAKE CREEK CANAL & NWLY OF SAL R/W A/K/A NE INCINERATOR

SCOPE OF WORK

THE PROJECT CONSISTS ON THE REMODELING OF AN EXISTING SCALE HOUSE BUILDING OF APPROX. 628 SF, LOCATED @ 18701 NE 6TH AVE, AT THE MIAMI DADE COUNTY NORTH EAST TRANSFER STATION.

- THE PROJECT IS A LEVEL 3 ALTERATION IN COMPLIANCE WITH FBCE CHAPTER 9, AND INCLUDES THE FOLLOWING:
- NEW SINGLE PLY TPO ROOFINGS TO REPLACE THE EXISTING ONES AT MAIN ROOF AND OVERHANGS. ALL METAL FLASHING AND DOWNSPOUTS TO BE REPLACED AS WELL.
 - NEW AC SPLIT SYSTEM TO REPLACE THE EXISTING THRU WALL EQUIPMENT.
 - NEW HURRICANE EXTERIOR DOORS AND WINDOWS TO REPLACE THE EXISTING REQUIRING THE STRUCTURAL REINFORCEMENT OF THE SERVICE WINDOWS OVERHANG.
 - REMODELING OF THE CONTROL ROOM, NEW ADA BATHROOM AND NEW EMPLOYEE BREAK-ROOM INCLUDING, BUT NOT LIMITED TO, NEW INTERIOR AND EXTERIOR LIGHTING, NEW ACT AND GWB CEILING, NEW INSULATION AT ALL BUILDING ENVELOPE, NEW PARTITIONS AND SOFFIT AS INDICATED, NEW FLOORING OVER CONCRETE TOPPING, NEW MILLWORK, ALL INDICATED EQUIPMENT, COMPLETE INTERIOR AND EXTERIOR PATCHING AND PAINTING AND EVERYTHING AS INDICATED IN THE CONSTRUCTION DOCUMENTS.

- THE GC SHOULD ALSO PROVIDE UNDER SEPARATE PERMIT A TEMPORARY OFFICE TRAILER WITH RESTROOMS TO BE INSTALLED ON THE SOUTH DRIVEWAY ADJACENT TO THE SCALE HOUSE. GC TO PROVIDE THE TEMPORARY TRANSFER OF ALL SCALE CONTROL SYSTEMS TO THE TRAILER FOR THE FACILITY TO STAY OPERATIONAL DURING THE CONSTRUCTION PROCESS. GC TO COORDINATE WITH THE SCALE VENDOR FOR THE TRANSFER OF THE CONTROLS.



CENTER FOR COLLABORATIVE ARCHITECTURE

1424 SW 23 St
Miami, FL 33145
Ph: 786-487-3724
Email: general@ccadesign.net
AA20001348

ARCHITECT SEAL:

JORGE CASTRO-CALOU - AR07469

OWNER:

Miami Dade
Solid Waste Department
Miami Dade, Florida

CONSULTANTS

NO.	DRAWING ISSUE	DATE
	ISSUE FOR PERMIT	12 / 04 / 2020
	BUILDING COMMENTS	04 / 08 / 2021
	OWNER CHANGES	8 / 12 / 2025

N.E. TRANSFER STATION
SCALE HOUSE
REMODELING
Solid Waste Department
Miami Dade, Florida

PROJECT INFO:

GENERAL INFORMATION, NOTES, MAPS AND INDEX

DRAWING INFO:

PLAN	PROD	DESIGN
------	------	--------

NOTE:
ARCHITECT'S RESPONSIBILITY SHALL HAVE PRECEDENCE OVER SCALE'S DIMENSIONS. CONSTRUCTION SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND CONSTRUCTION. THE ARCHITECT HAS CONTROL OF ANY VARIATIONS FROM THE ARCHITECT'S AND ENGINEERS' DESIGN. SCALE'S DIMENSIONS SHALL BE USED FOR THE ARCHITECT'S AND ENGINEERS' DESIGN. THE ARCHITECT HAS CONTROL OF THE OFFICE FOR APPROVAL. SCALE'S DIMENSIONS SHALL BE USED FOR THE ARCHITECT'S AND ENGINEERS' DESIGN.

SCALE

DRAWING DATE

JOB NUMBER

EDP-PW-SW-14M018

A1.00

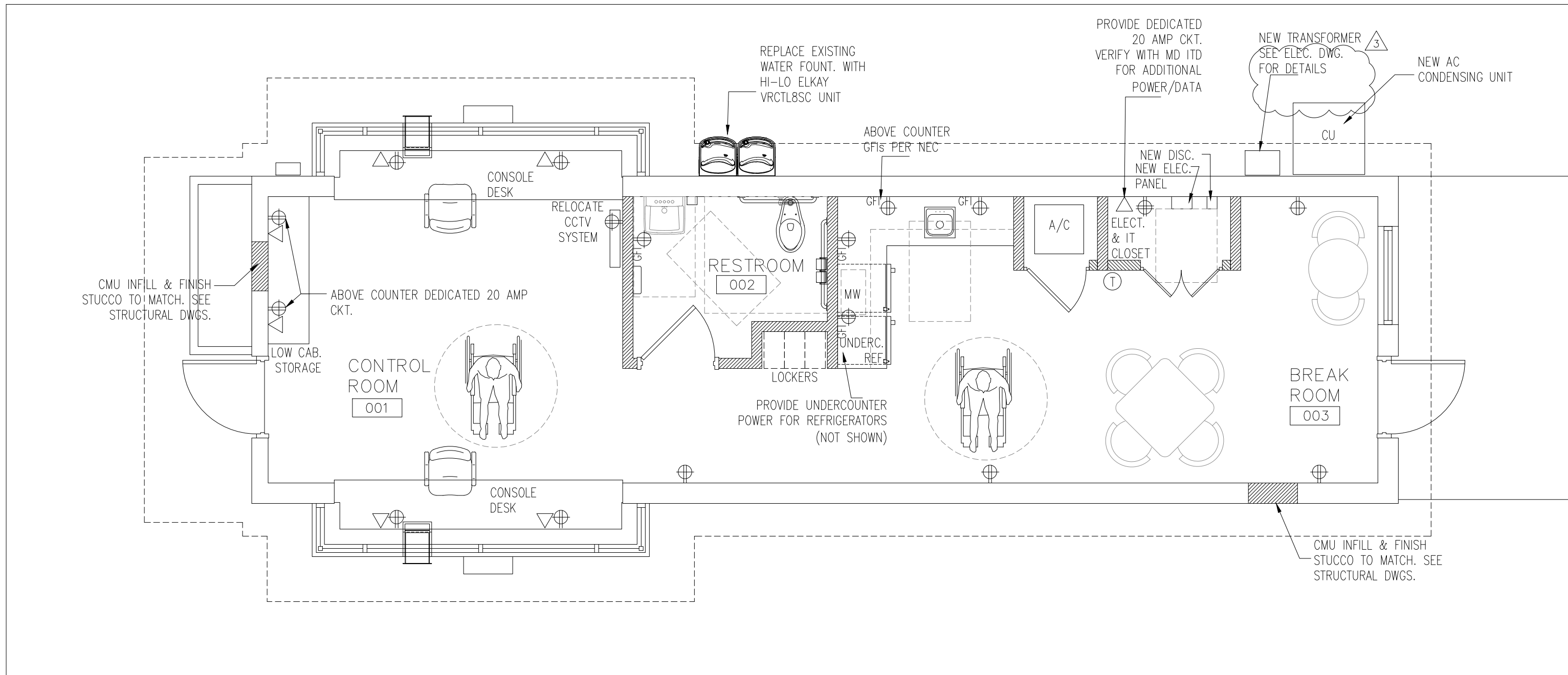


FIRST AND SECOND CEILING COATS: FLAT, ACRYLIC-LATEX, APPLIED AT SPREADING RATE RECOMMENDED BY THE MANUFACTURER

- 1) SHERWIN-WILLIAMS: PRO INDUSTRIAL WB DRYFALL FLAT, B42WB181
- 2) BENJAMIN MOORE: SUPERKOTE 5000 DRYFALL FLAT (N110)

A1.01

POWER & DATA LEGEND	
SYMBOL	DESCRIPTION
	WALL MTD. DUPLEX
	WALL MTD. QUAD
	WALL MTD. DATA
	DUPLEX - GFI
	THERMOSTAT



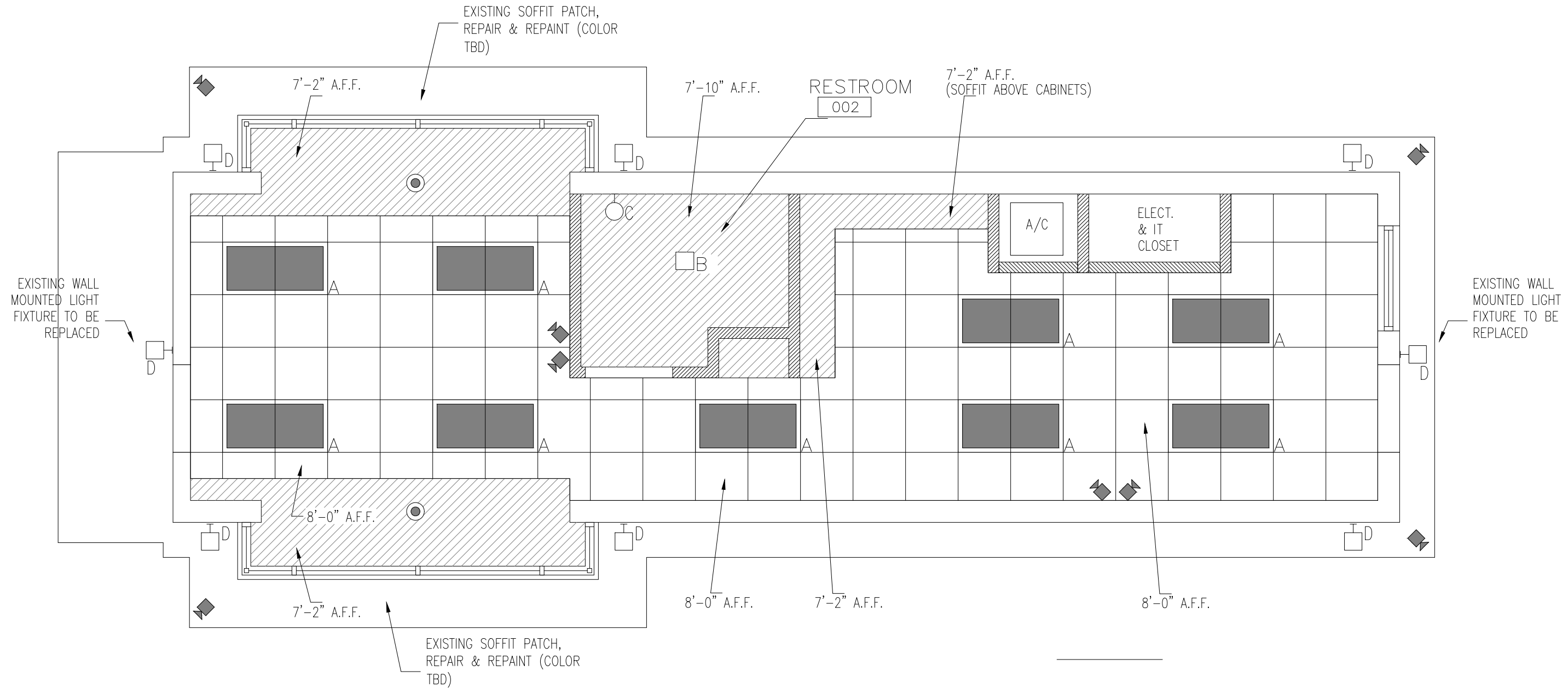
09 PROPOSED POWER-DATA-LV
SCALE: 1/4"=1'-0"

LIGHTING SCHEDULE	
SYMBOL	DESCRIPTION
	2X4 WESTGATE LPNG-2X4-7KLM-40K-D
	DOWNLIGHT WESTGATE RSLC8-BF-40K
	WALL MOUNTED WESTGATE LVC-24-MCT5-BN
	COMMERCIAL LED CLW4-505WMBR-2835 -50 W WALL PACK, 7,100 LM, 5000 K - DLC PREMIUM
EX-1	ELC-COMBOT-RED-120-277VAC 60Hz (SEE ELEC. DWGS FOR LOC.)

CEILING LEGEND	
SYMBOL	DESCRIPTION
	NEW SUSPENDED 8" GWB CEILING (HEIGHT AS NOTED)
	NEW 2'x2' ACT ARMSTRONG CORTEGA 770 SQ. LAY-IN TEGULAR MEDIUM TEXTURE, WHITE, PRELUDE XL FIREGUARD
	SECURITY CAMERA - MD ITD TO PROVIDE AND INSTALL SEE RCP NOTES FOR GC SCOPE OF WORK
	SECURITY CAMERA CEILING DOME - MD ITD TO PROVIDE AND INSTALL SEE RCP NOTES FOR GC SCOPE OF WORK

RCP NOTES:

- EXTERIOR CAMERAS LOCATIONS TO BE PROVIDED WITH JUNCTION BOX AND 1" CONDUIT INTO CEILING SPACE (TYP).
- PROVIDE 1" CONDUIT FROM EACH CONTROL CONSOLE POSITION INTO CEILING TO ALLOW FOR CABLING INSTALLATION FROM IT CLOSET (LOCATION TBD).
- PROVIDE JC BOX AT EXTERIOR OF BLDG. (LOCATION TBD) WITH ELECTRICAL CKT. FOR FUTURE CANOPY LIGHTING FIXTURES. SEE ATTACHED FUTURE CANOPY LIGHTING DRAWING.
- PROVIDE JC BOX AT EXTERIOR OF BLDG. (LOCATION TBD) WITH 4" PENETRATION INTO CEILING SPACE FOR SECURITY CAMERAS AT FUTURE CANOPY. MD ITD TO CONFIRM.



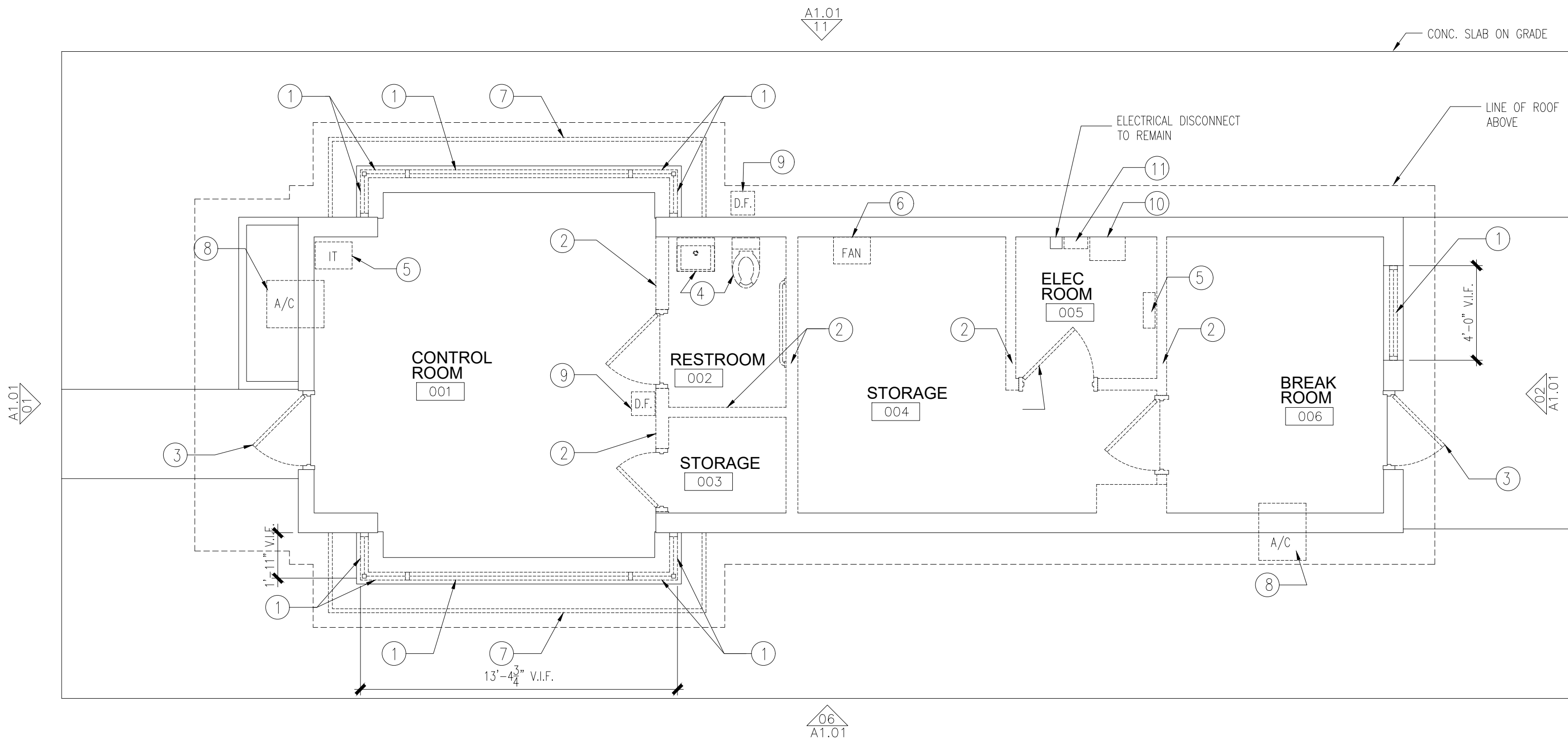
19 PROPOSED RCP
SCALE: 1/4"=1'-0"

DEMO LEGEND

- WINDOW TO BE REMOVED
- PARTITION AND INT. DOOR TO BE REMOVED
- EXTERIOR DOOR TO BE REMOVED
- PLUMBING FIXTURE TO BE REMOVED (CAP AS REQ.)
- IT / COMM PANEL UNIT TO BE REMOVED. COORDINATE WITH MDC ITD.
- WALL FAN TO BE REMOVED
- REMOVE STEEL ANGLES AT UNDERSIDE OF SOFFIT FOR SHUTTER'S.
- AC WALL UNIT TO BE REMOVED (SALVAGE FOR REUSE)
- DRINKING FOUNTAIN TO BE REMOVED (CAP PLUMBING AS REQ.)
- TRANSFORMER AND FEEDER TO BE REMOVED. SEE ELEC. DWG. FOR DETAILS.
- ELECTRICAL PANEL AND FEEDER TO BE REMOVED. SEE ELEC. DWG. FOR DETAILS.

DEMOLITION NOTES:

- REMOVE ALL FIXTURES (PLUMBING & ELECTRICAL), ACCESSORIES, CABINETRY, SHELVING, FURNITURE, ATTACHED TO WALLS, FLOOR & CEILING.
- REMOVE ALL ELECTRICAL WIRING AND RE-ROUTED AS INDICATED.
- REMOVE ALL FLOORING AND LEAVE SURFACE READY FOR NEW TOPPING INSTALLATION.
- REMOVE ALL LOW VOLTAGE WIRING AND EQUIPMENT AND RE-INSTALL AS INDICATED BY MDC ITD.
- REMOVE ALL SUSPENDED CEILING AND REPLACE AS INDICATED.



06 DEMOLITION PLAN
SCALE: 1/4"=1'-0"

ADA NOTE:

THESE CONSTRUCTION DOCUMENTS ARE COMPLIANT WITH THE ADA ACCESSIBILITY GUIDELINES (ADAAG) AND UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS), WHERE APPLICABLE

CONSTRUCTION NOTES

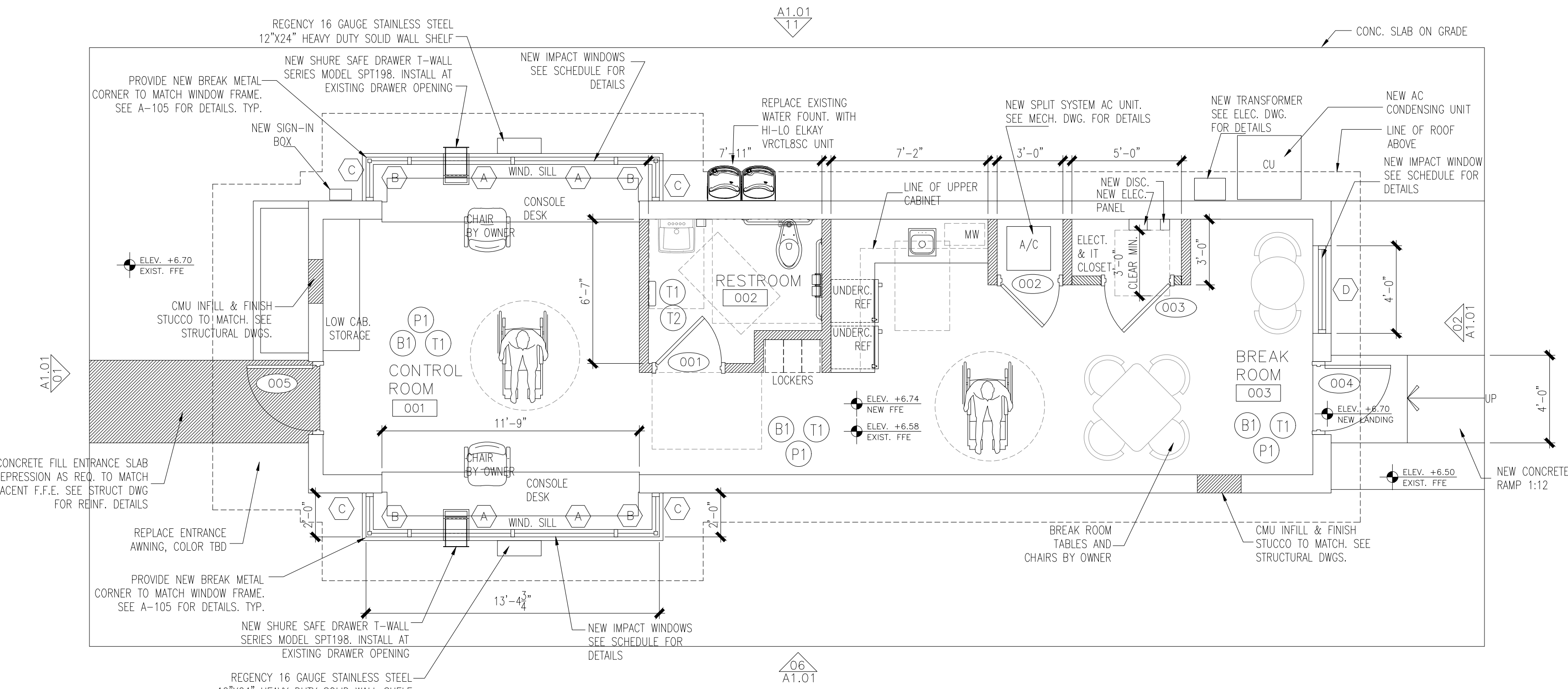
- PATCH AND PAINT WALLS, BASEBOARDS, DOORS & HARD CEILINGS THROUGHOUT, INSIDE AND OUTSIDE U.O.N..
- INSTALL NEW PORCELAIN TILE FLOORING THROUGHOUT ALL ROOMS
- INSTALL NEW PORCELAIN TILES ON ALL BATHROOM WALLS
- INSTALL NEW SUSPENDED CEILING AND LIGHT FIXTURES. SEE PROPOSED RCP A-102/19
- PROVIDE AND INSTALL ALL MILLWORK, APPLIANCES, FIXTURES AND EQUIPMENT INDICATED IN CONTRACT DOCUMENTS UNLESS OTHERWISE NOTED.
- PROVIDE AND INSTALL NEW INTERCOM SYSTEM.

FINISH SCHEDULE

- FLOOR TILE - DALTILE ST. CLAMONT IVORY MARBLE 15X30 PORCELAIN TILE
- WALL TILE - DALTILE ST. CLAMONT IVORY MARBLE 15X30 PORCELAIN TILE
- 4" PORCELAIN TILE BASEBOARD TO MATCH
- LEVEL 4 DRYWALL FINISH PREPARATION AND PAINT PER SPECS ON SHEET A-101. COLOR TBD

EQUIPMENT SCHEDULE

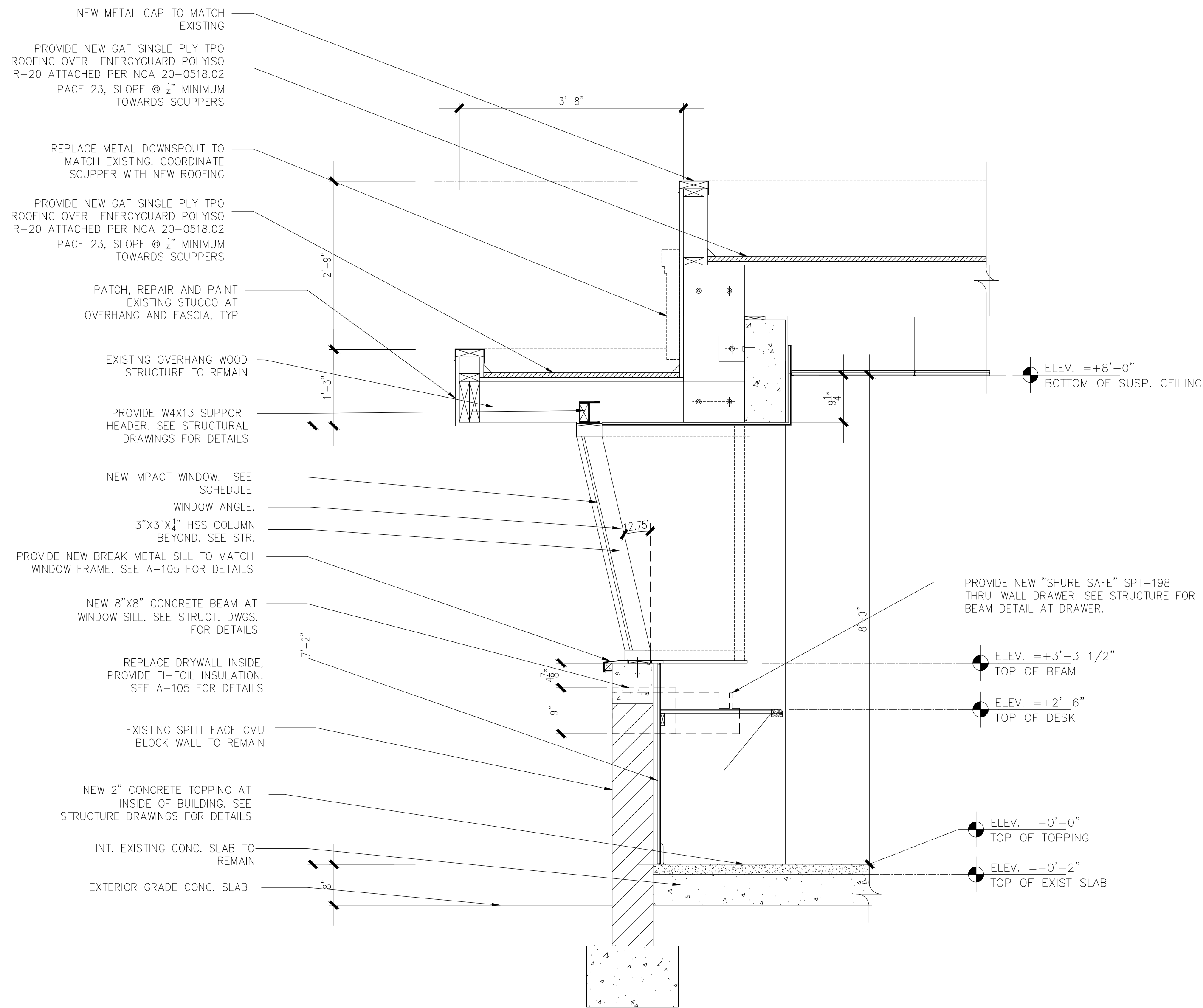
- PROVIDE AND INSTALL (2) SUMMIT AL-55, ADA COMPLIANT, 4.2 CU. FT. ENERGY STAR CERTIFIED COMPACT REFRIGERATORS, SEE PLAN FOR LOCATION.
- PROVIDE AND INSTALL LG 1.1 CUFT 900 WATT NEOCHEF™ COUNTERTOP MICROWAVE IN BLACK
- PROVIDE AND INSTALL (2) NEW INTERCOM SYSTEM "CONTACTA STS-K080-IP (A.K.A. CT1001) -IP54", ONE AT EACH SERVICE WINDOW. COORDINATE SPEAKER LOCATION WITH ARCHITECT.



16 PROPOSED FLOOR PLAN
SCALE: 1/4"=1'-0"

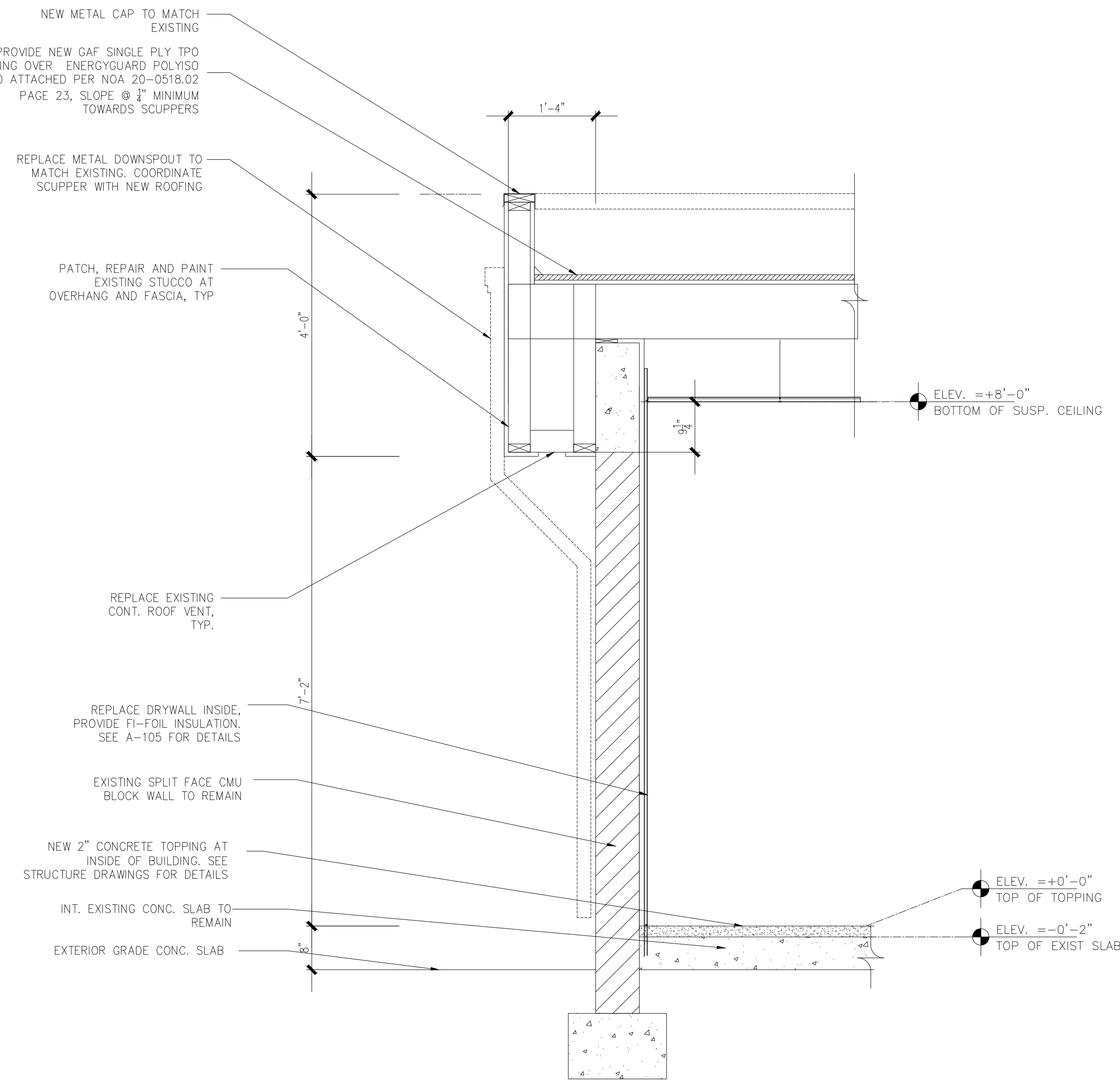
06 WALL SECTION

SCALE: 3/4"=1'-0"



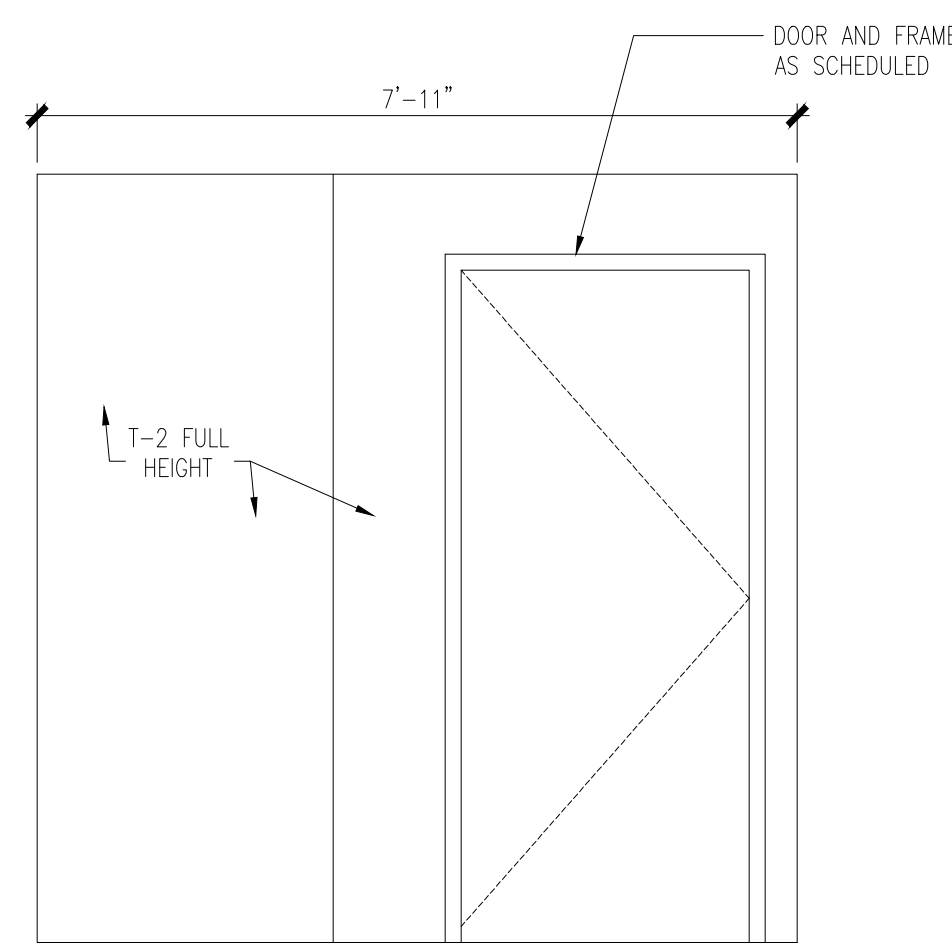
08 WALL SECTION

SCALE: 3/4"=1'-0"



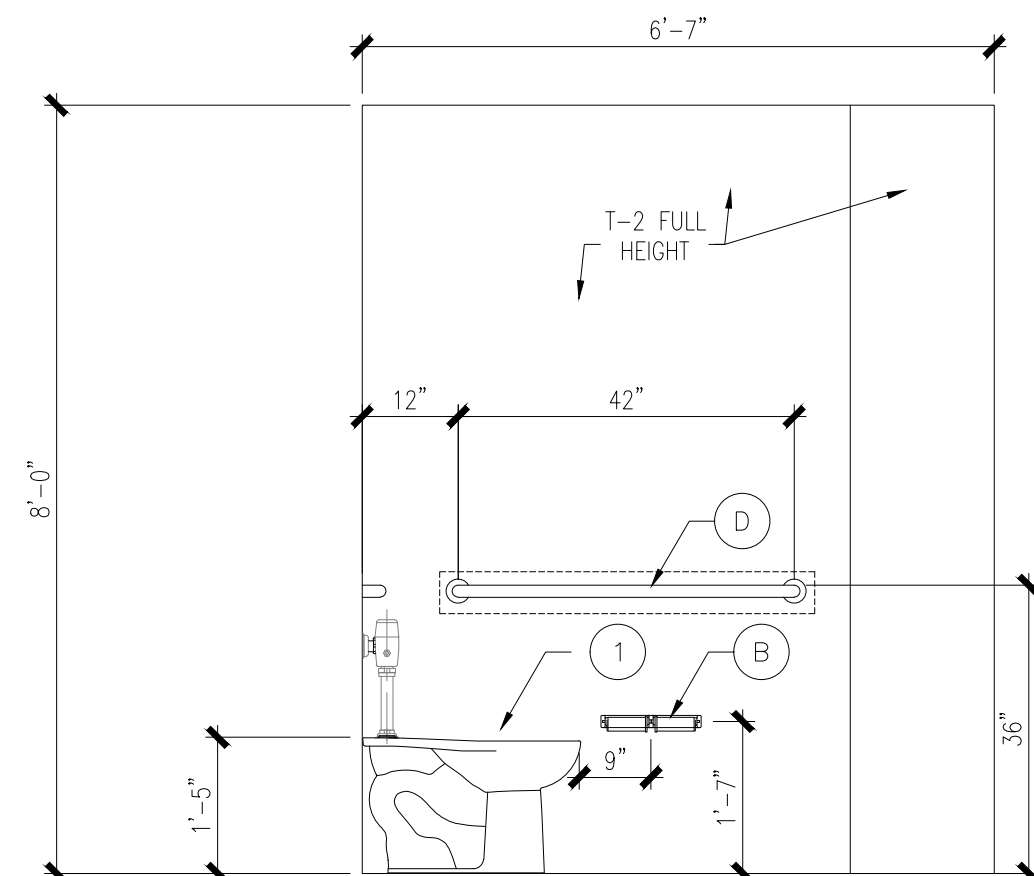
11 INTERIOR ELEVATION

SCALE: 1/2"=1'-0"



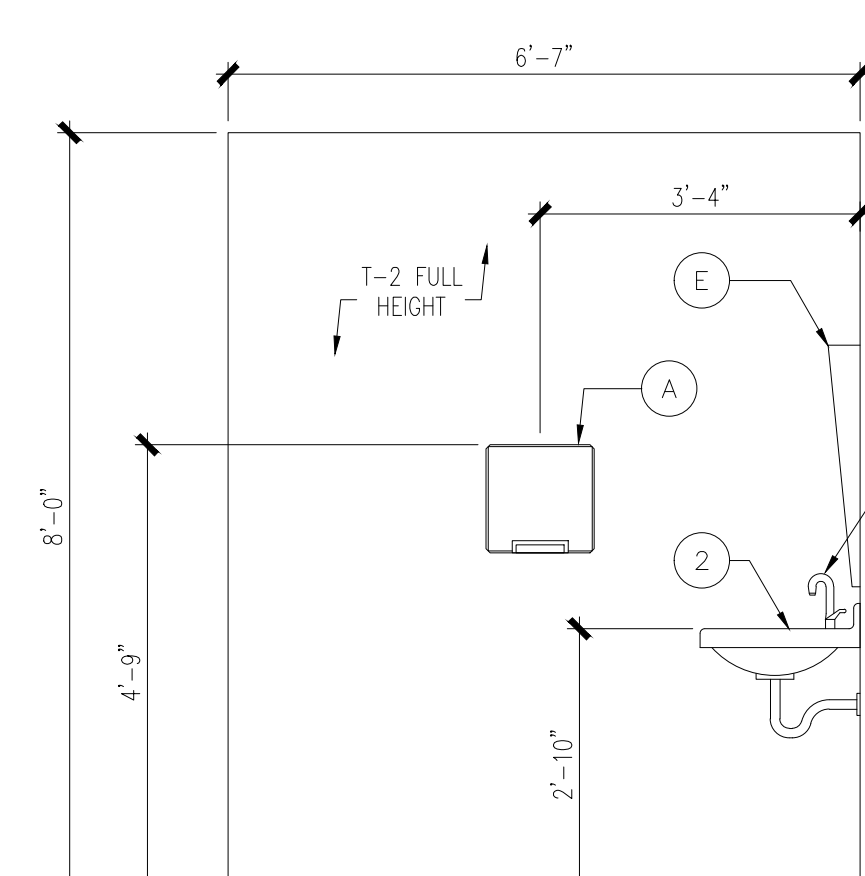
12 INTERIOR ELEVATION

SCALE: 1/2"=1'-0"



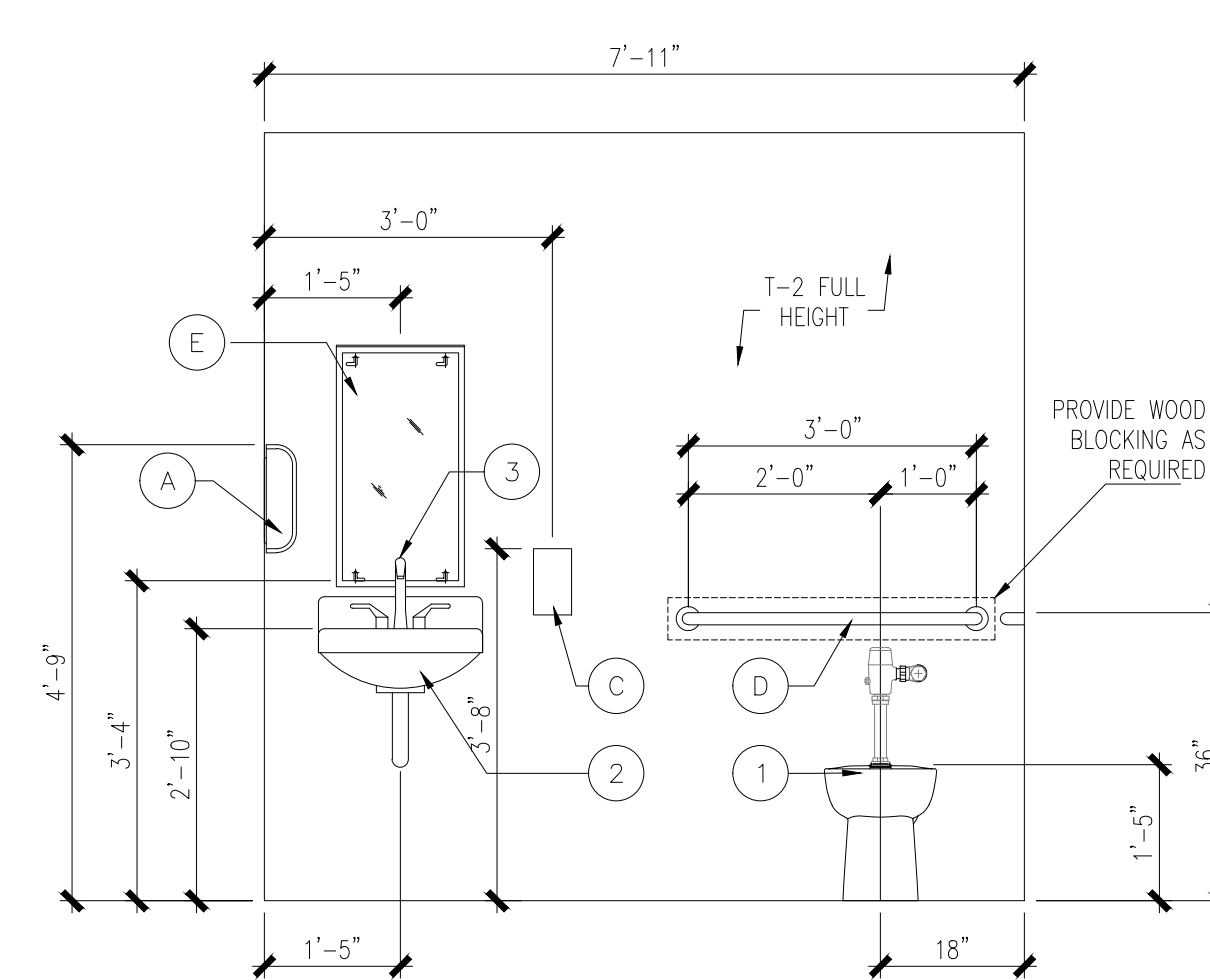
13 INTERIOR ELEVATION

SCALE: 1/2"=1'-0"



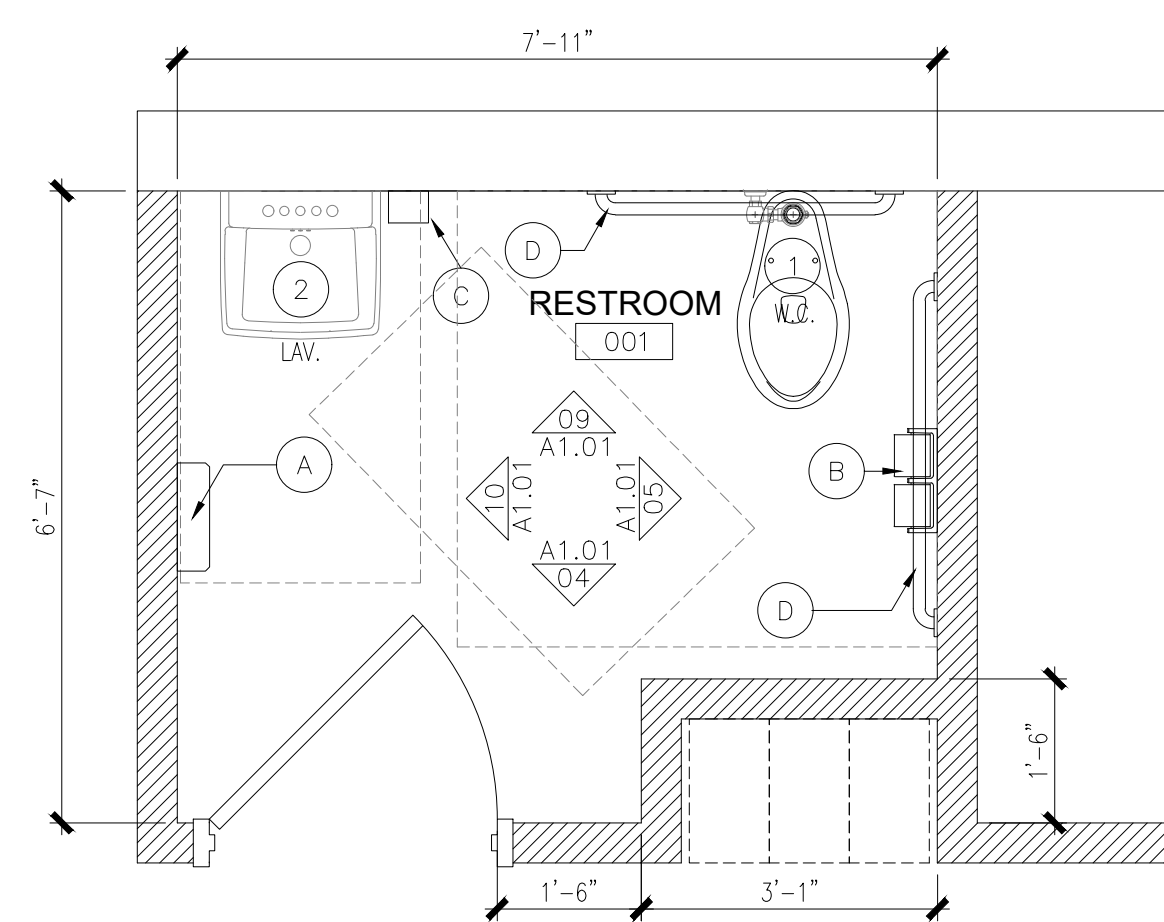
14 INTERIOR ELEVATION

SCALE: 1/2"=1'-0"



15 RESTROOM FLOOR PLAN

SCALE: 1/2"=1'-0"



DOOR SCHEDULE

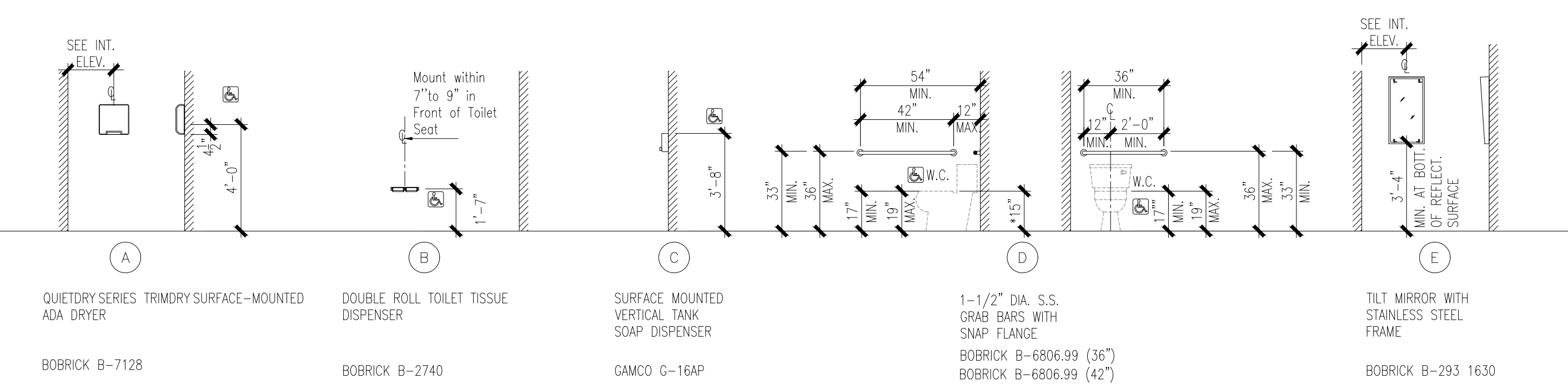
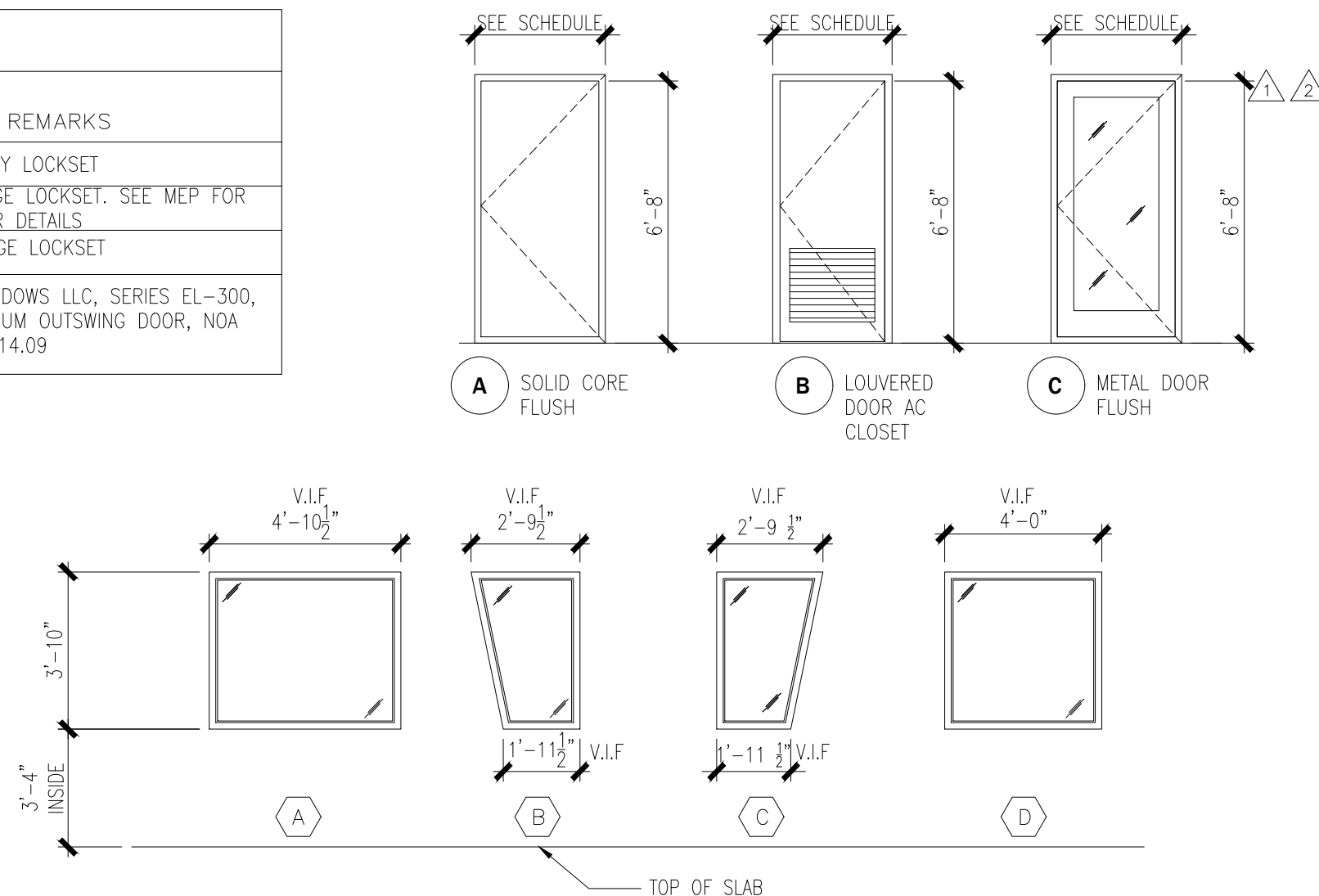
NO.	WIDTH	HEIGHT	THICK.	TYPE	DOOR			FRAME			REMARKS
					MATERIAL	FINISH	THRESHOLD	HARDWARE	MATERIAL	FINISH	
001	3'-0"	6'-8"		A	WOOD	PAINTED	MARBLE - ADA	SCHLAGE SOLSTICE	WOOD	PAINTED	PRIVACY LOCKSET
002	2'-8"	6'-8"		B	WOOD	PAINTED	N/A	SCHLAGE SOLSTICE	WOOD	PAINTED	PASSAGE LOCKSET. SEE MEP FOR LOUVER DETAILS.
003	3'-0"	6'-8"		A	WOOD	PAINTED	N/A	SCHLAGE SOLSTICE	WOOD	PAINTED	PASSAGE LOCKSET
004/005	3'-0"	6'-8"		C	ALUMINUM/GLASS	CLEAR ANOD.	ADA SILL (SEE NOA)	PER NOA	ALUMINUM	CLEAR ANOD.	ES WINDOWS LLC, SERIES EL-300, ALUMINUM OUTSWING DOOR, NOA 23-0714.09

WINDOWS SCHEDULE

TYPE	WIDTH/HEIGHT	FRAME		GLASS		MANUF.	SERIES	RATING	REMARKS
		MATERIAL	FINISH						
A	3'-10" X 4'-10.5"	ALUM	CLEAR ANOD.	LAM. / 1/4 GRY, 0.090 PVB CLR, 1/4" CLR.	PST INDUSTRIES INC.	PW-7720A	L.M.I.	N.O.A. 23-0816.02	
B	3'-10" X (2'-9.5" & 1'-11.5")	ALUM	CLEAR ANOD.	LAM. / 1/4 GRY, 0.090 PVB CLR, 1/4" CLR.	PST INDUSTRIES INC.	PW-7720A	L.M.I.	N.O.A. 23-0816.02	
C	3'-10" X (2'-9.5" & 1'-11.5")	ALUM	CLEAR ANOD.	LAM. / 1/4 GRY, 0.090 PVB CLR, 1/4" CLR.	PST INDUSTRIES INC.	PW-7720A	L.M.I.	N.O.A. 23-0816.02	
D	3'-10" X 4'-0"	ALUM	CLEAR ANOD.	LAM. / 1/4 GRY, 0.090 PVB CLR, 1/4" CLR.	PST INDUSTRIES INC.	PW-7720A	L.M.I.	N.O.A. 23-0816.02	

16 WINDOW-DOOR SCHEDULE

SCALE: NTS

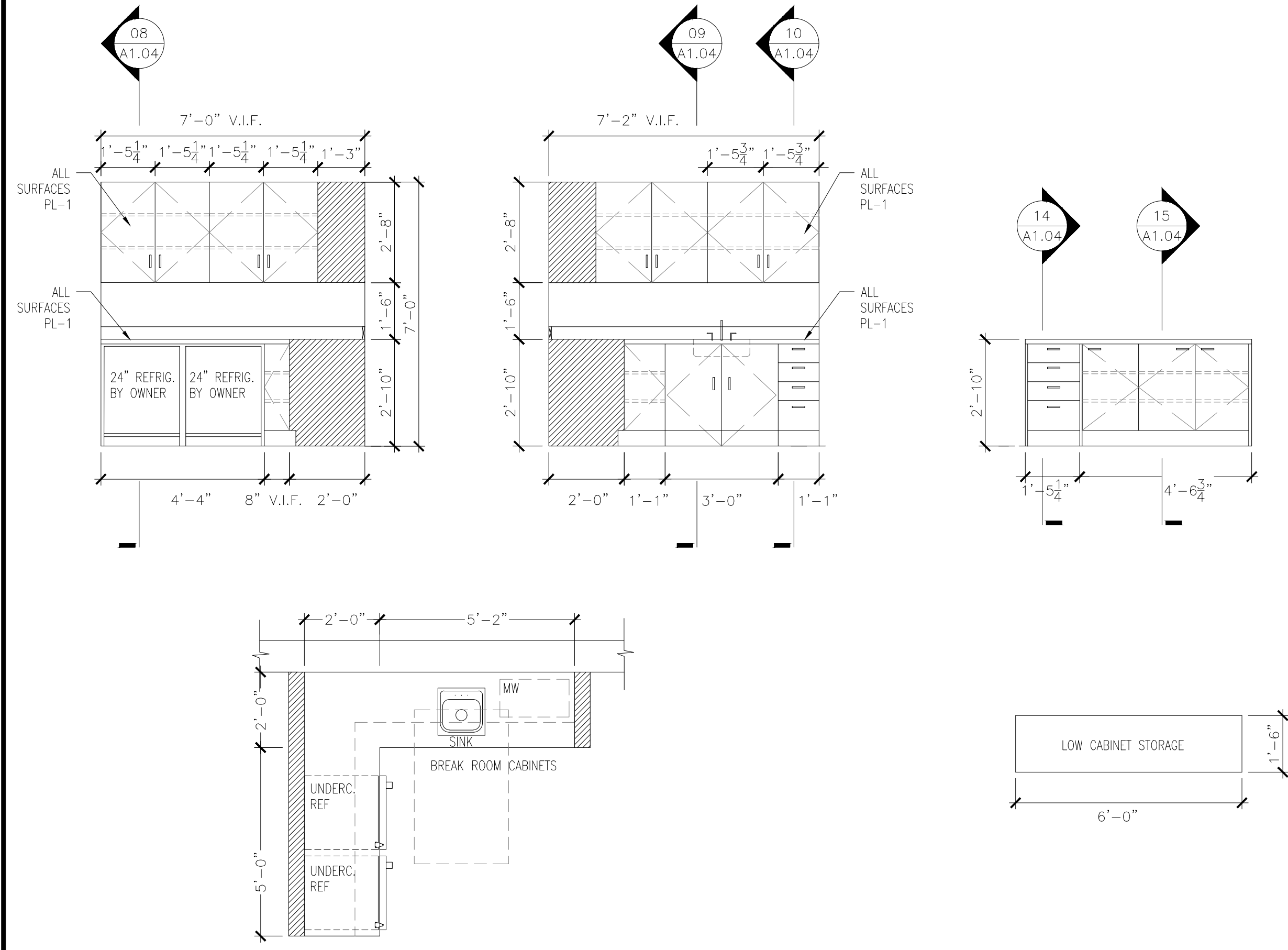


PLUMBING SCHEDULE

- W.C. AMERICAN STANDARD, MADRA 1.1 GPF UNIVERSAL FLUSHMETER TOILET WITH EVERCLEAN OR APPROVED EQUAL.
- LAV. AMERICAN STANDARD, CONRADE WALL MOUNTED SINK, MODEL NUMBER(S): 0124.024.020, OR APPROVED EQUAL.
- FIXT. AMERICAN STANDARD, MONTERREY 4 INCH CENTERSET GOOSENECK FAUCET, 1.5 GPM OR APPROVED EQUAL.
- PANTRY. ELKAY CROSSTOWN 25" X 22" X 6" SINGLE BOWL DUAL MOUNT ADA SINK KIT WITH DELTA ESSA 9913-DST FAUCET

TOILET ACCESSORIES NOTES

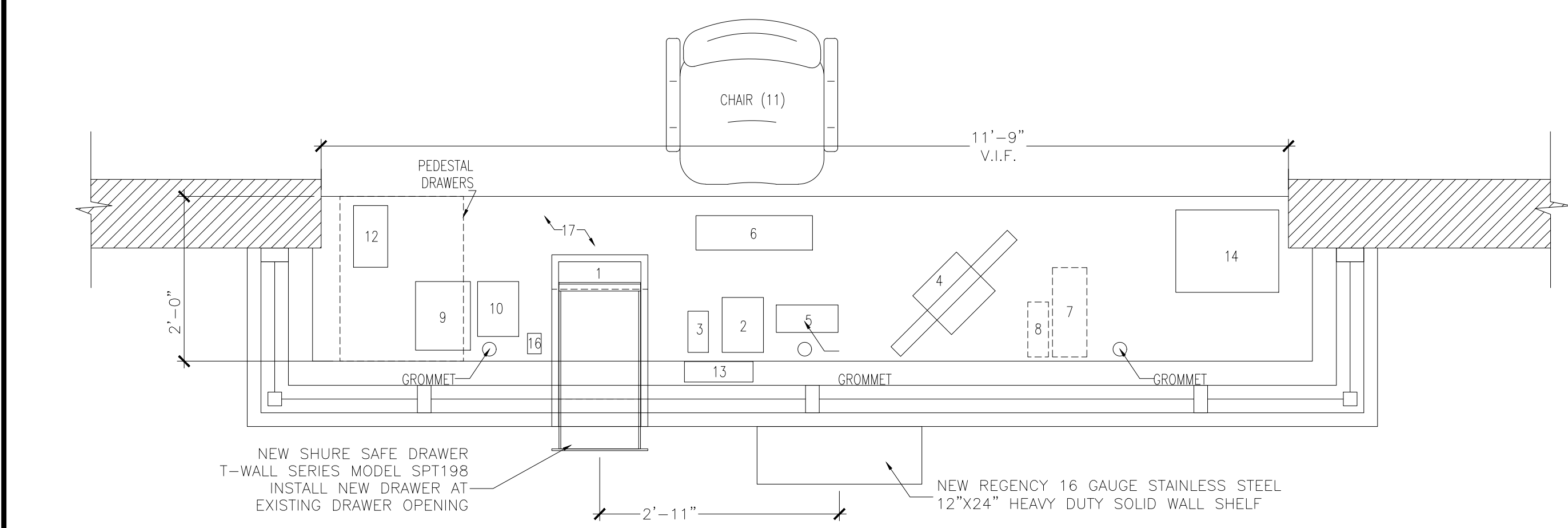
- INSTALL PIPE INSULATION OR BURN GUARDS AT ALL EXPOSED HOT WATER AND DRAIN PIPING IN TOILET ROOMS. (SEE PLUMBING DWGS.)
- USE BLOCKING BEHIND ALL DOOR STOPS, TOILET ACCESSORIES AND WALL MOUNTED SINK FOR SUPPORT OF THESE ITEMS. ALL WOOD BLOCKING TO BE FIRE-RATED.
- THE OPERATING PARTS OF ANY DISPENSING / DISPOSAL FIXTURE SHALL BE WITHIN 48" MAX. OF FINISHED FLOOR.
- ALL MOUNTING DIMENSIONS ARE TO FINISH SURFACE



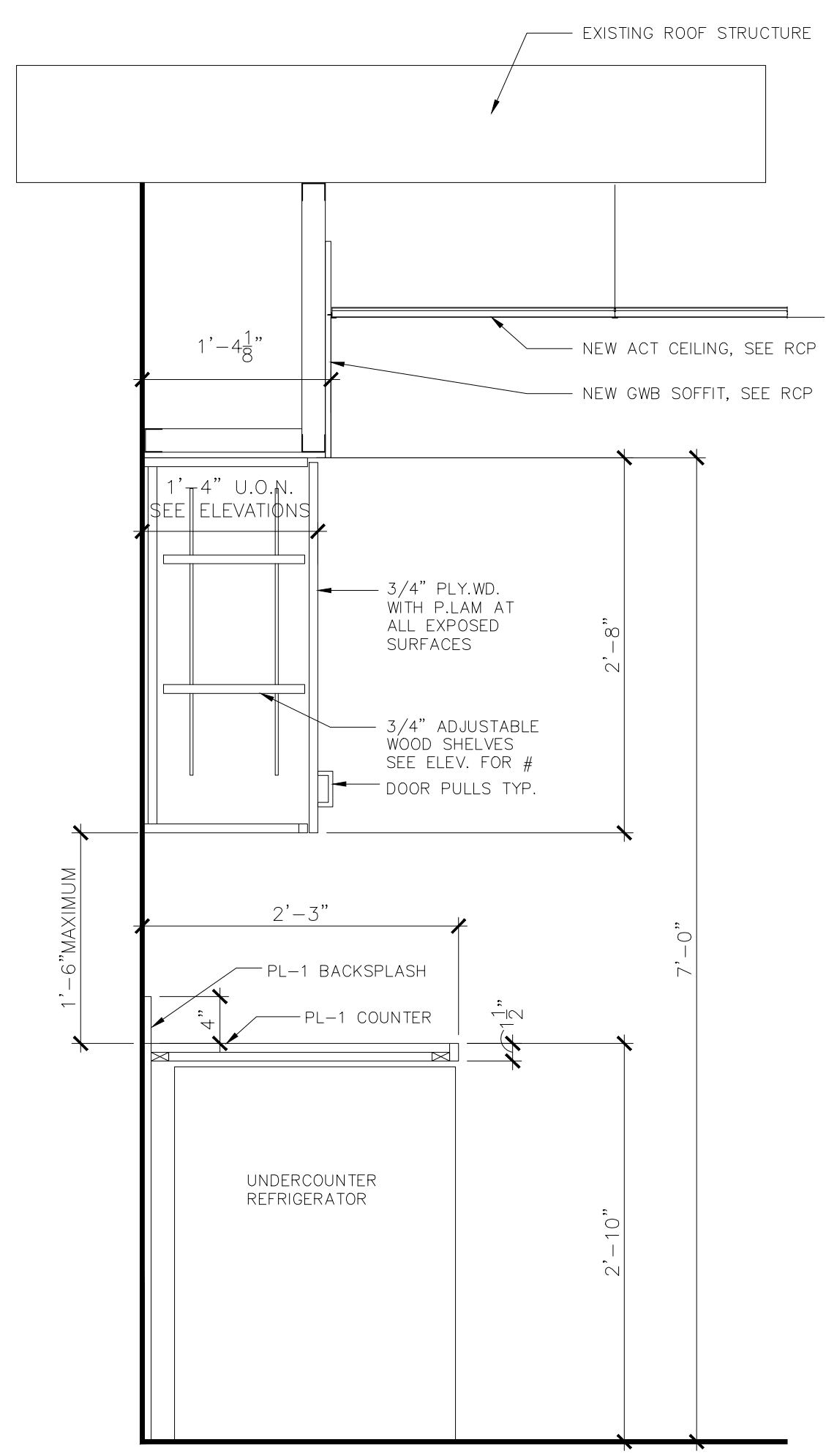
06 BREAK ROOM CABINETS
SCALE: 3/8"=1'-0"

07 CONTROL ROOM CABINETS
SCALE: 3/8"=1'-0"

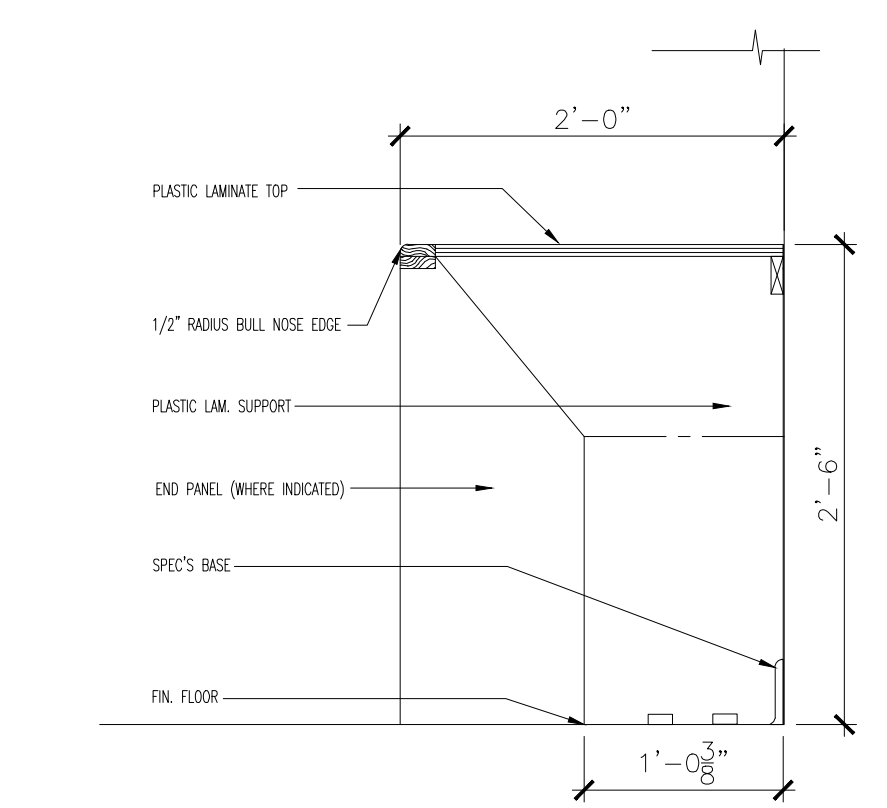
- EQUIPMENT LEGEND**
- | | | | |
|----|--|----|--|
| 1 | EXTERIOR WALL PENETRATION - PASS THROUGH | 17 | OPERATOR CONSOLE/FURNITURE/DESK-TOP |
| 2 | EPSON RECEIPT PRINTER | 18 | SOCIAL DISTANCING ACRYLIC PARTITION |
| 3 | CREDIT CARD MACHINE | 19 | INTERIOR SECURITY CAMERAS |
| 4 | LED COMPUTER MONITOR | 20 | MONITOR ON WALL |
| 5 | SCALE WEIGHT INDICATOR (CARDINAL DETECTOR) | 21 | MONITOR ON WALL |
| 6 | COMPUTER KEYBOARD | 22 | CHAIR RUNNER (IF APPLICABLE) |
| 7 | CPU (TOWER) | 23 | ADDITIONAL USB CABLE (PER 8-11-2020 MEETING) |
| 8 | UPS DEVICE | 24 | COPIER/PRINTER/MULTI-FUNCTIONAL |
| 9 | INTER-COM (COMMUNICATE W/ PUBLIC FOR SCALES) | 25 | CONNECTIONS TO UNMANNED SCALE HOUSES |
| 10 | COUNTY TELEPHONE | 26 | TELEPHONE (ONE PER DESK WHERE APPLICABLE) |
| 11 | CHAIR (ERGONOMIC) | 27 | TIME CLOCK (INSTALL ON WALL) |
| 12 | RECEIPT HOLDER (PLASTIC) | 28 | CHECK SCANNER |
| 13 | RADIATION MACHINE | 29 | CONNECTION TO PARADIGM SOFTWARE LLC (BOX MOUNTED ON EXTERIOR WALL) |
| 14 | LAPTOP (USED FOR SECURITY CAMERAS) | 30 | CONNECTION TO "TRANSCORE" (BOX MOUNTED ON EXTERIOR WALL) |
| 15 | FIRE EXTINGUISHER | | |
| 16 | BUTTON TO OPEN ENTRANCE GATE ARMS | | |



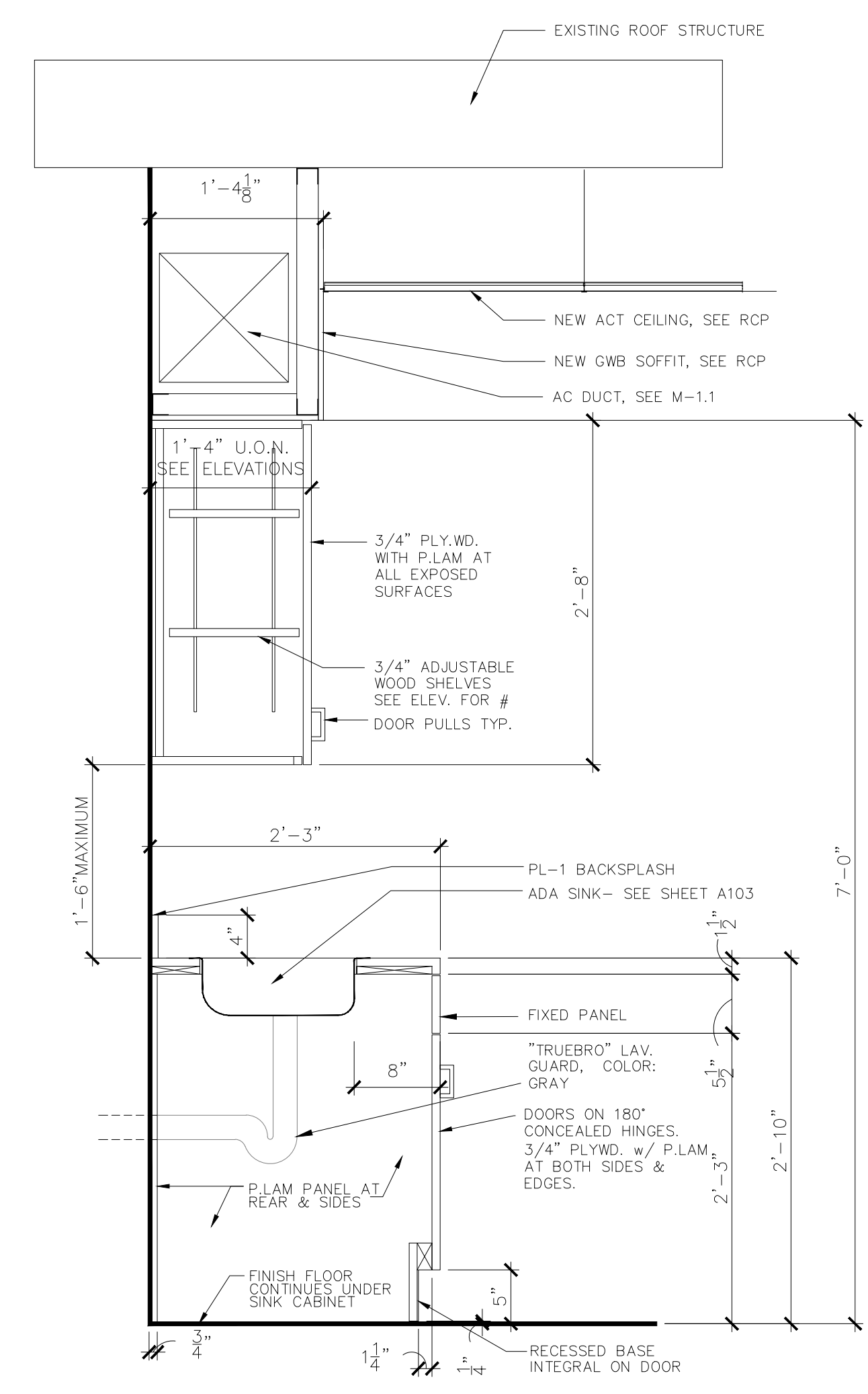
16 CONTROL COUNTER
SCALE: 3/4"=1'-0"



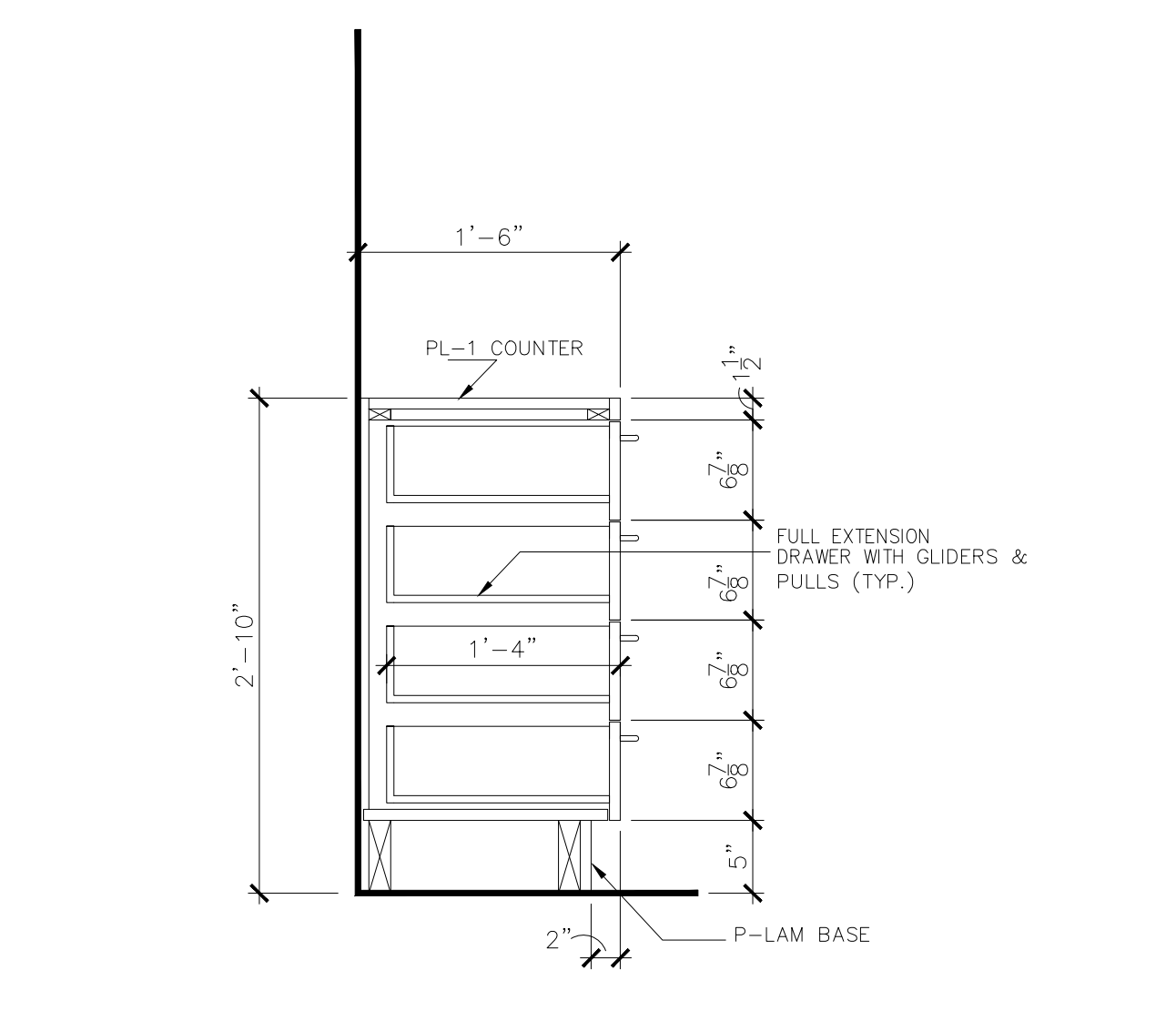
08 MILLWORK DETAIL
SCALE: 1"=1'-0"



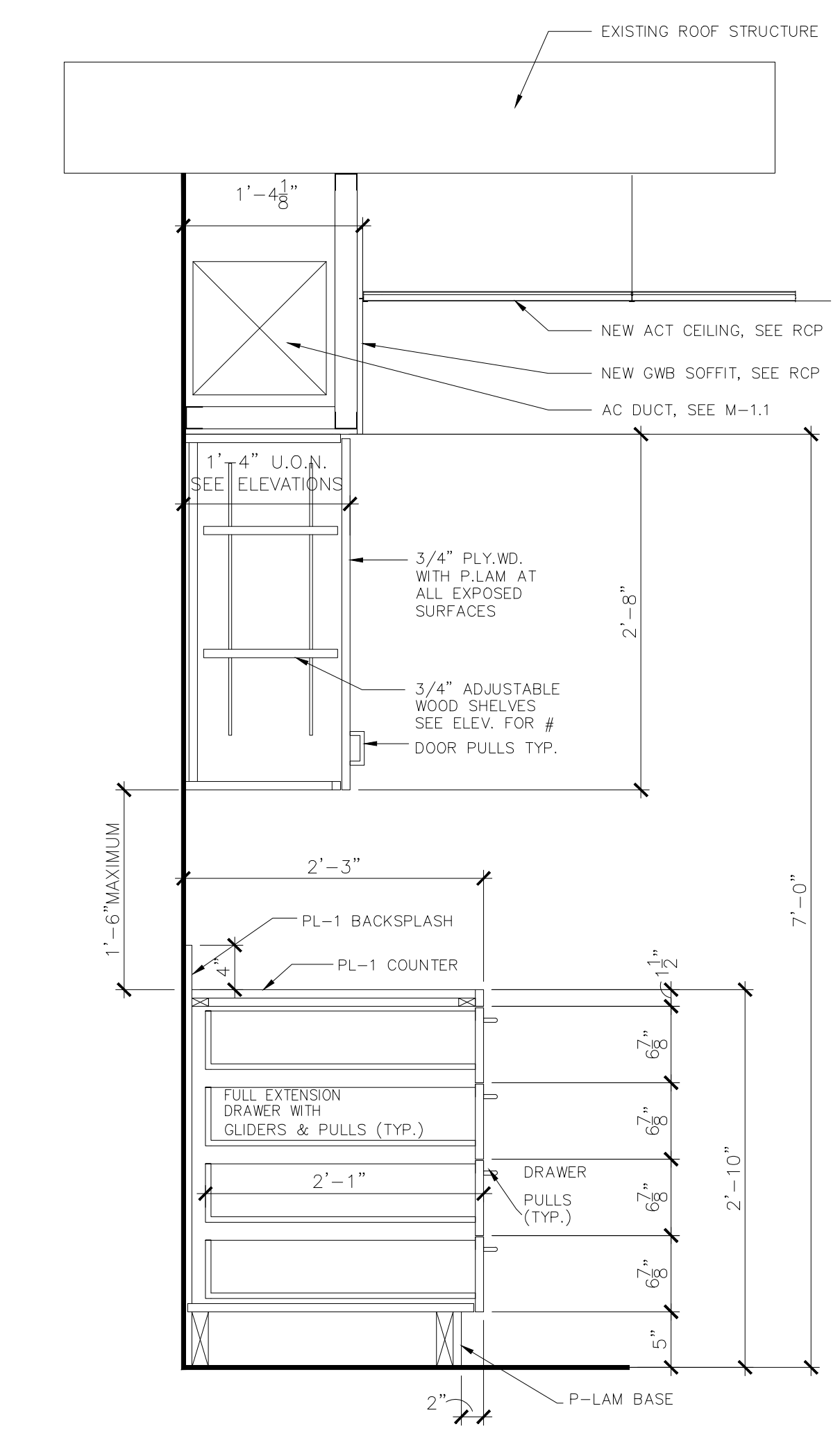
13 CONTROL COUNTER
SCALE: 3/8"=1'-0"



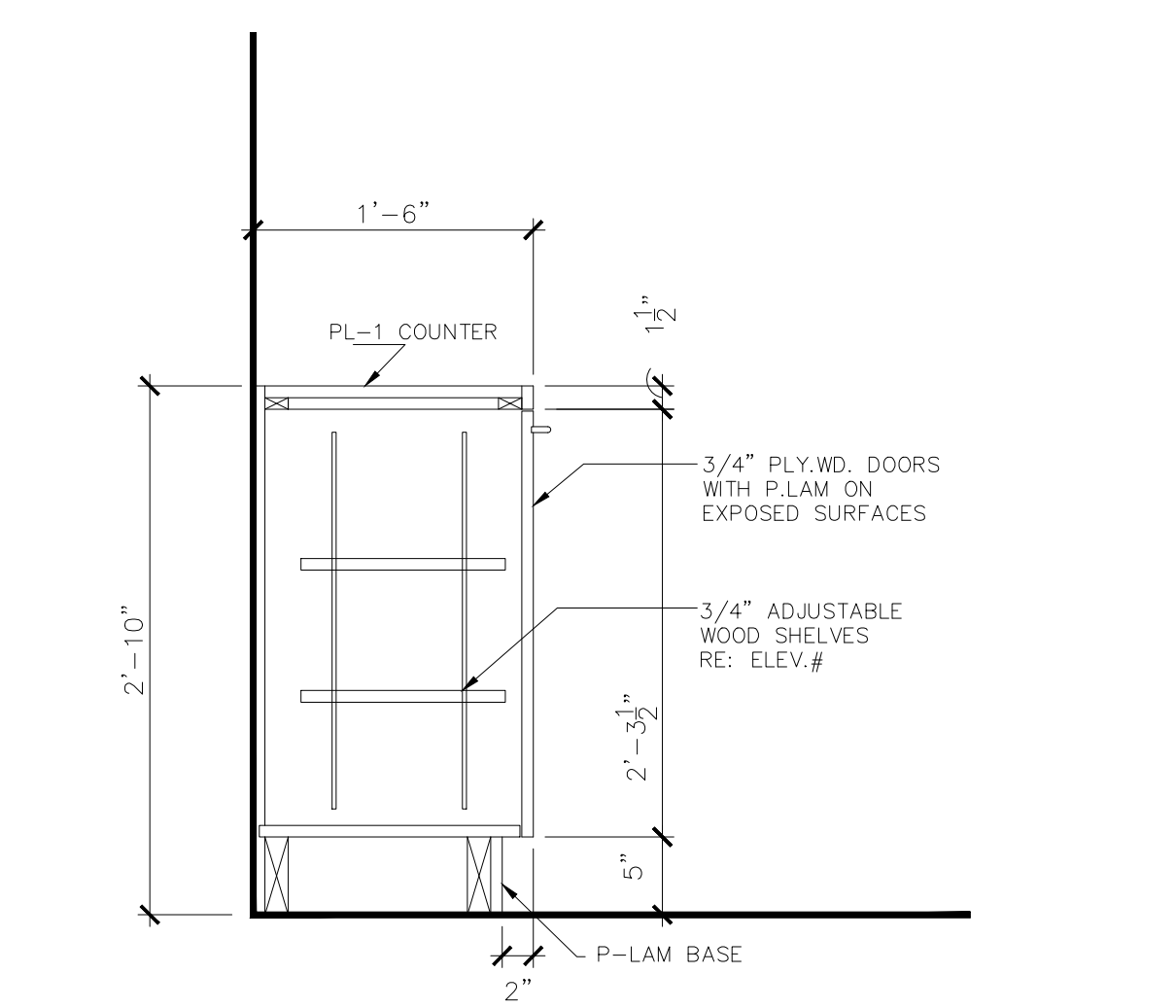
09 MILLWORK DETAIL
SCALE: 1"=1'-0"



14 MILLWORK DETAIL
SCALE: 1"=1'-0"



10 MILLWORK DETAIL
SCALE: 1"=1'-0"



15 MILLWORK DETAIL
SCALE: 1"=1'-0"



CENTER FOR COLLABORATIVE ARCHITECTURE

1424 SW 23 St
Miami, FL 33145
Ph: 786-4973724
Email: general@ccadesign.net
AA26001348

ARCHITECT SEAL:
JORGE CASTRO-CALOU - AR97469

OWNER:
**Miami Dade
Solid Waste Department
Miami Dade, Florida**

CONSULTANTS

NO.	DRAWING ISSUE	DATE
1	ISSUE FOR PERMIT	12/04/2020

**N.E. TRANSFER STATION
SCALE HOUSE
REMODELING**
Solid Waste Department
Miami Dade, Florida

PROJECT INFO:

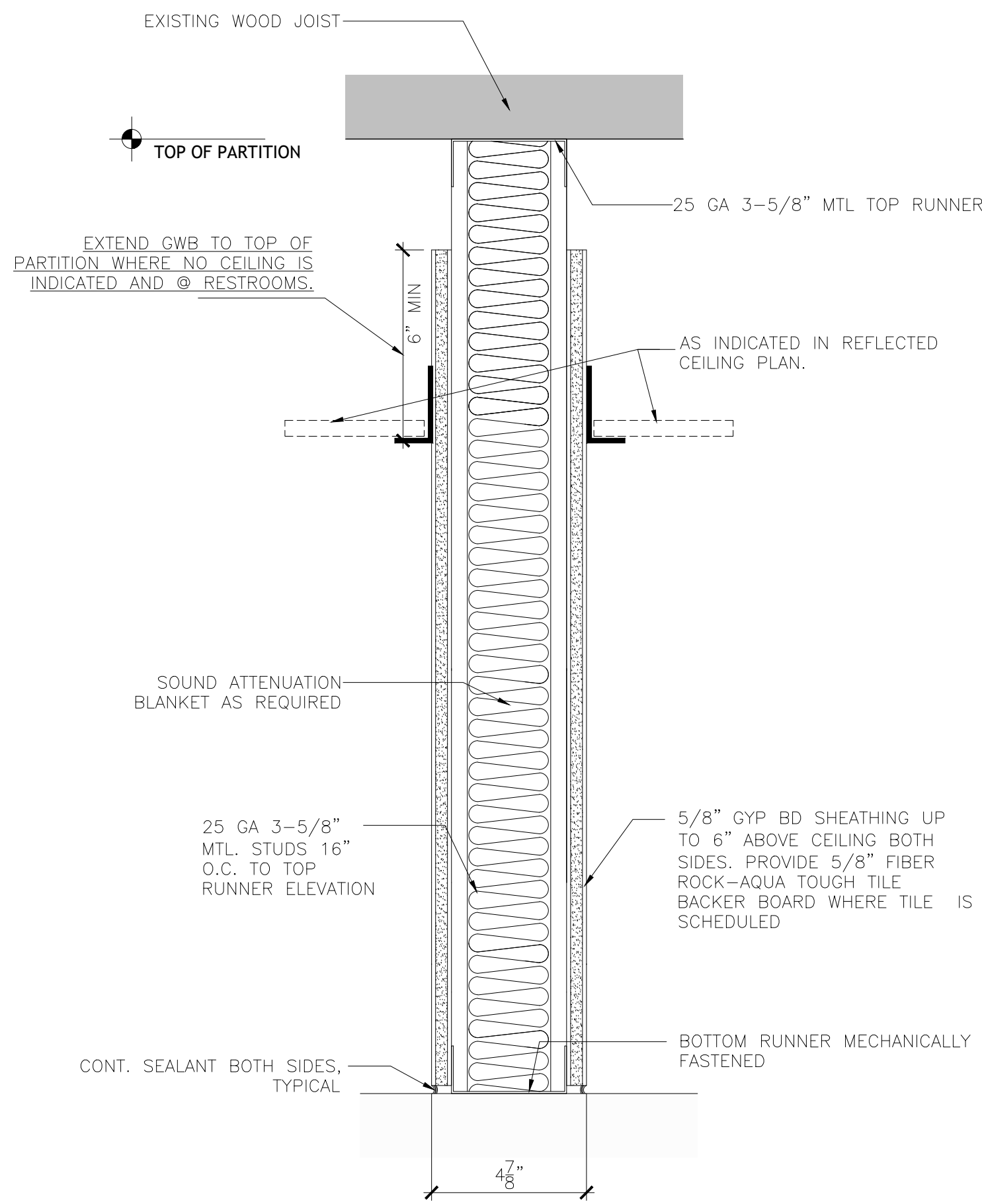
MILLWORK

DRAWING INFO:

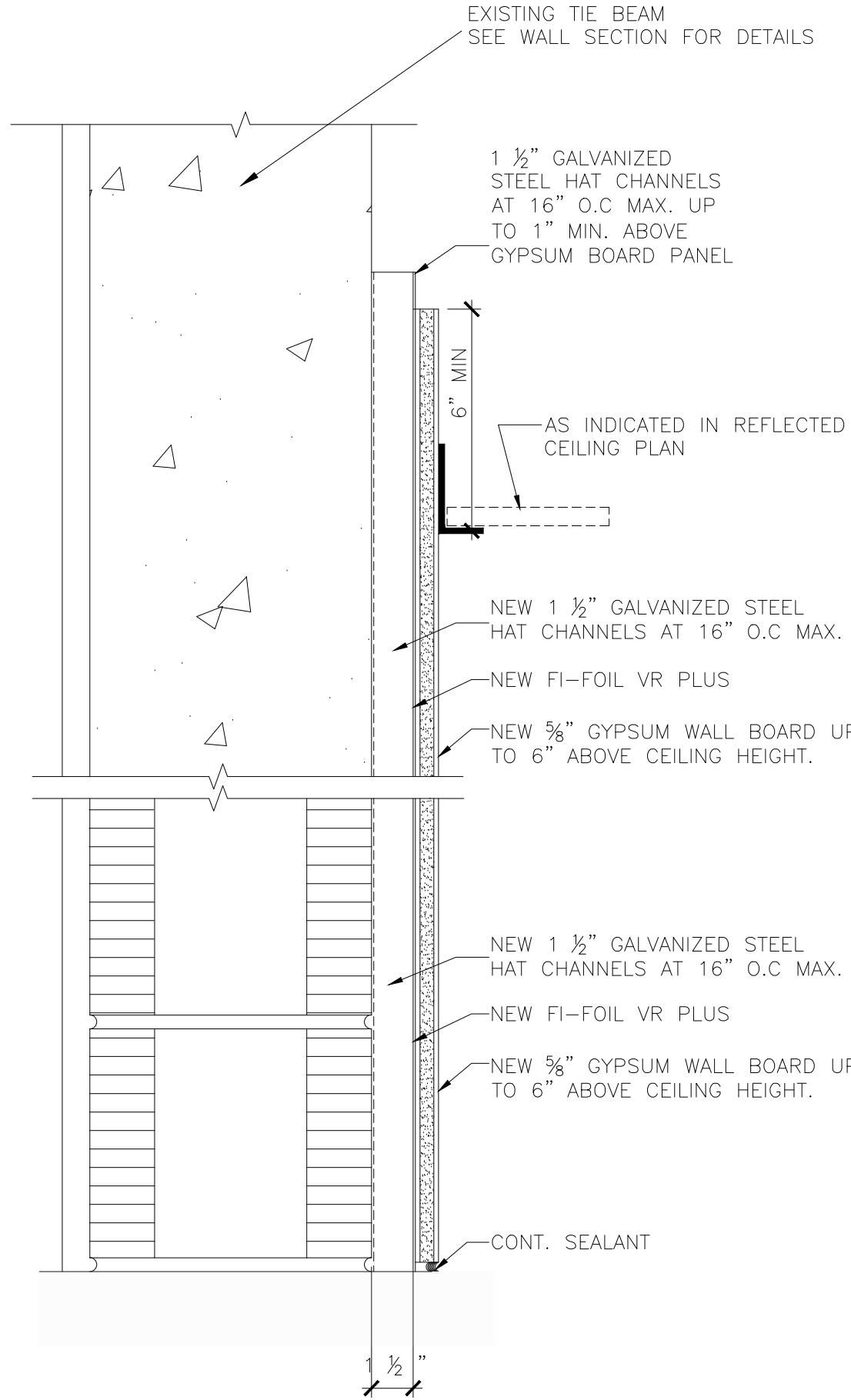
PLAN	PROD	DESIGN
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SCALE
DRAWING DATE
JOB NUMBER
EDP-PW-SW-14M018

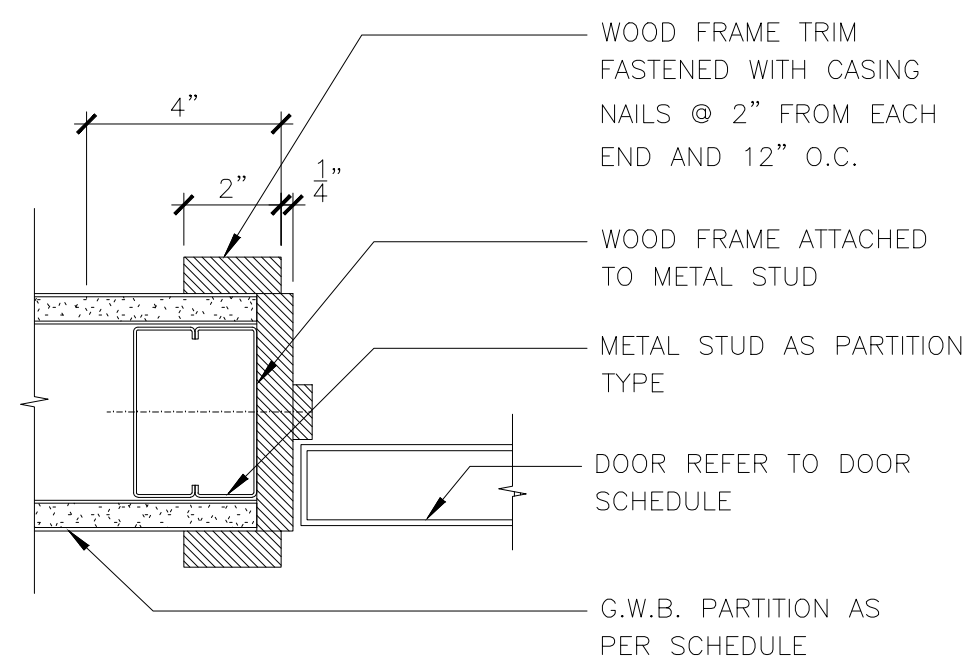
A1.04



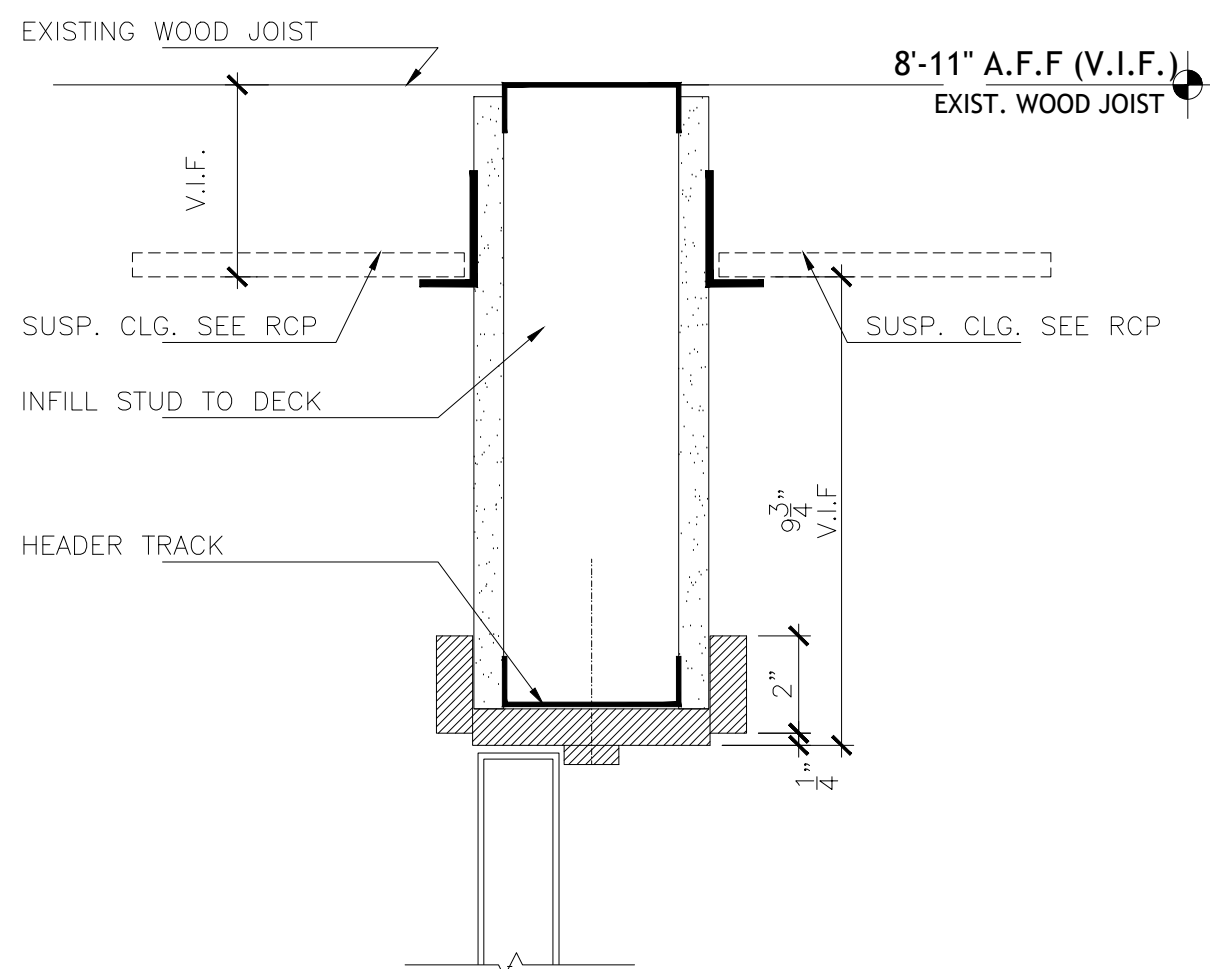
A W/ SOUND ATTENUATION BLANKET
NON LOAD BEARING PARTITION
SCALE: 3"=1'-0"



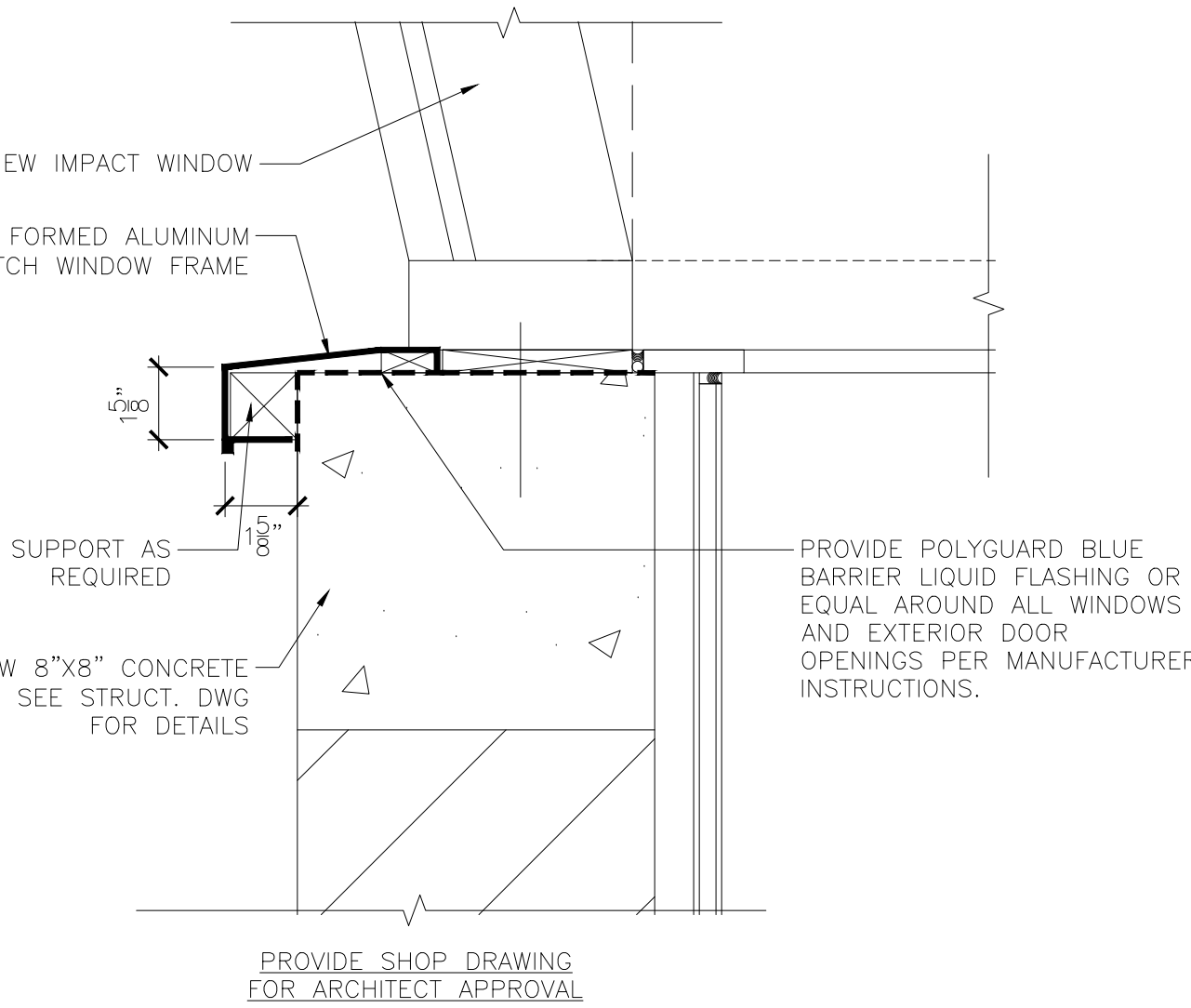
B WALL TYPE -CMU FURRING
SCALE: 3"=1'-0"



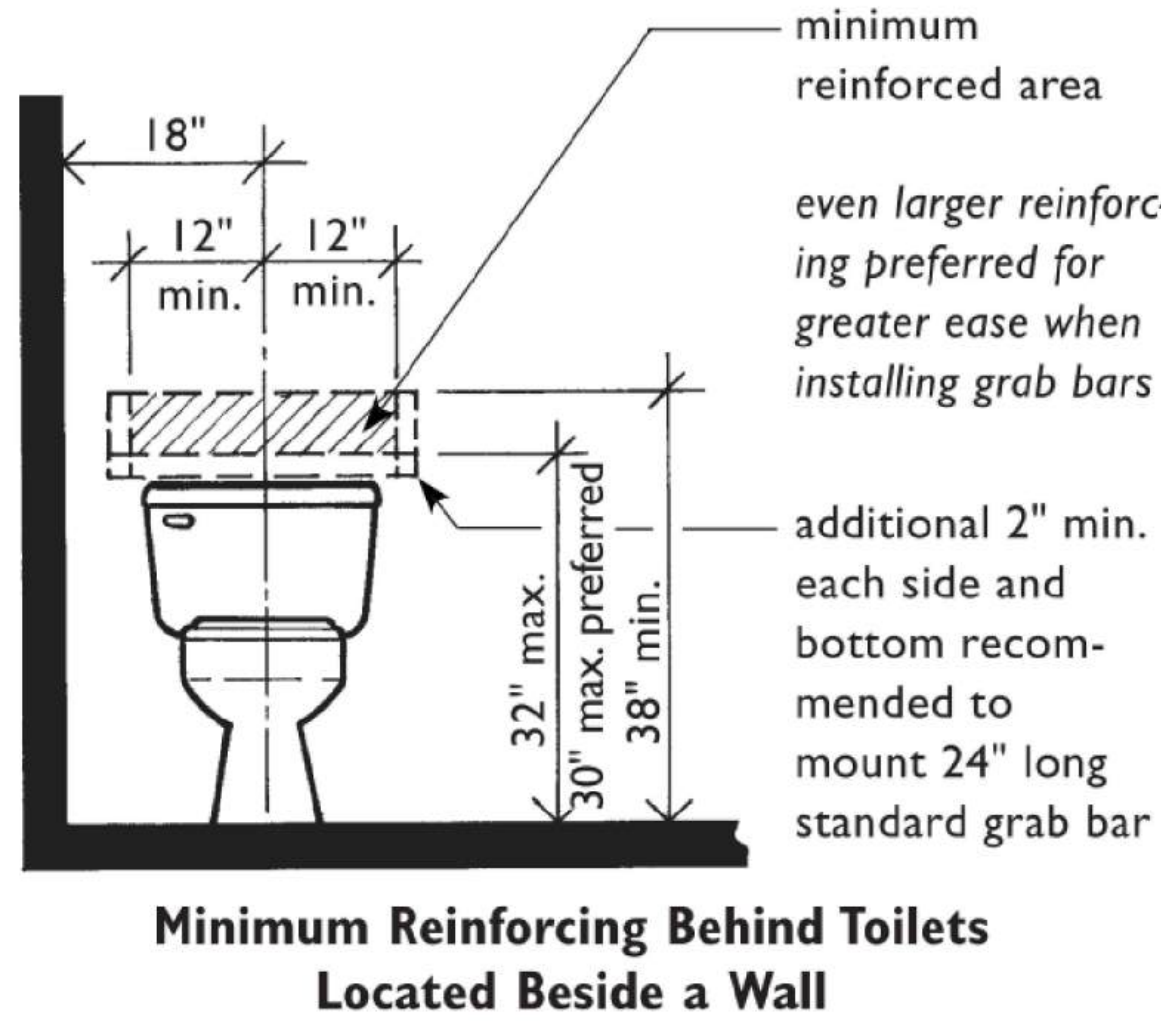
11 DOOR #002 JAMB DETAIL
SCALE: 3"=1'-0"



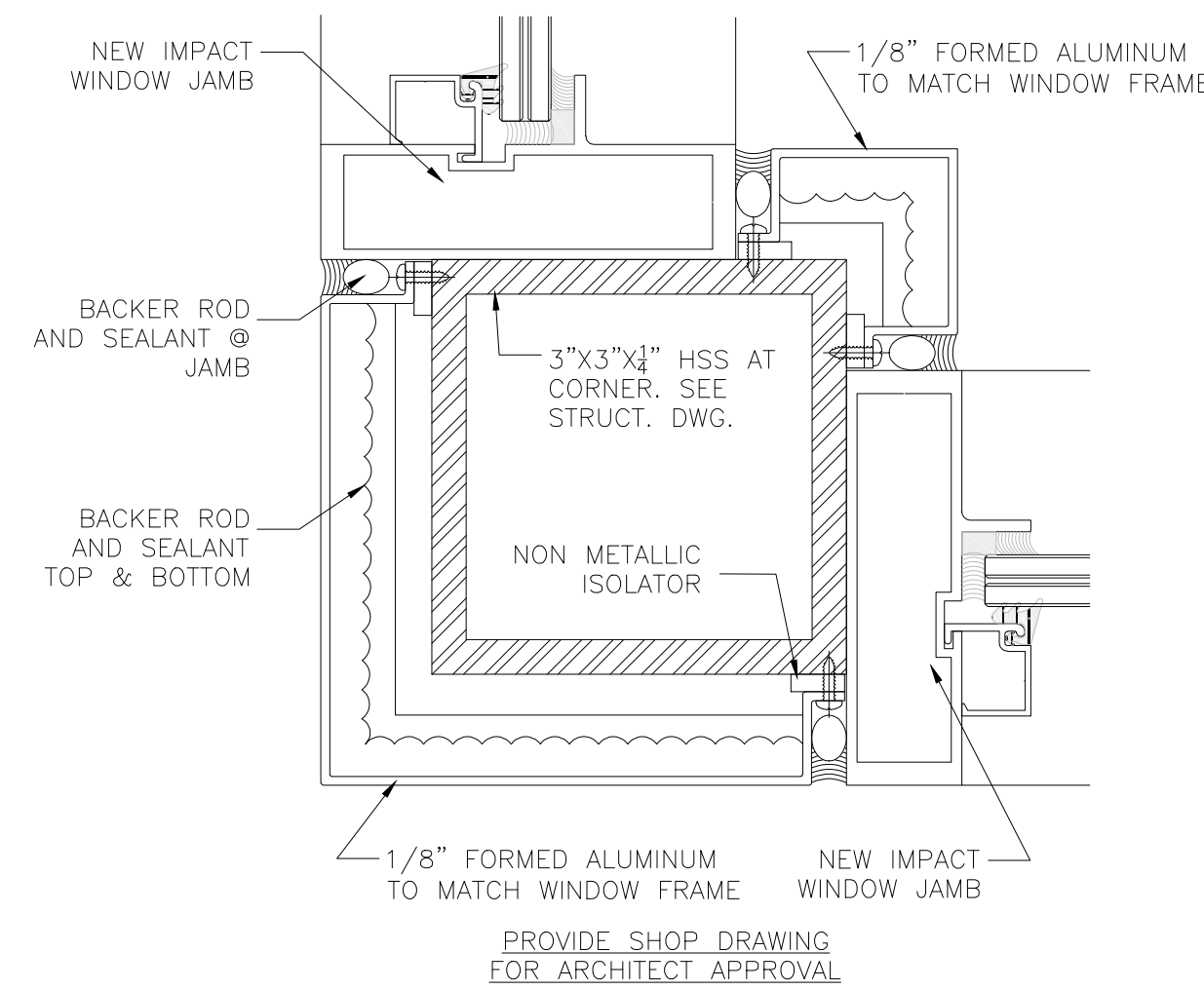
12 DOOR #002 HEADER DETAIL
SCALE: 3"=1'-0"



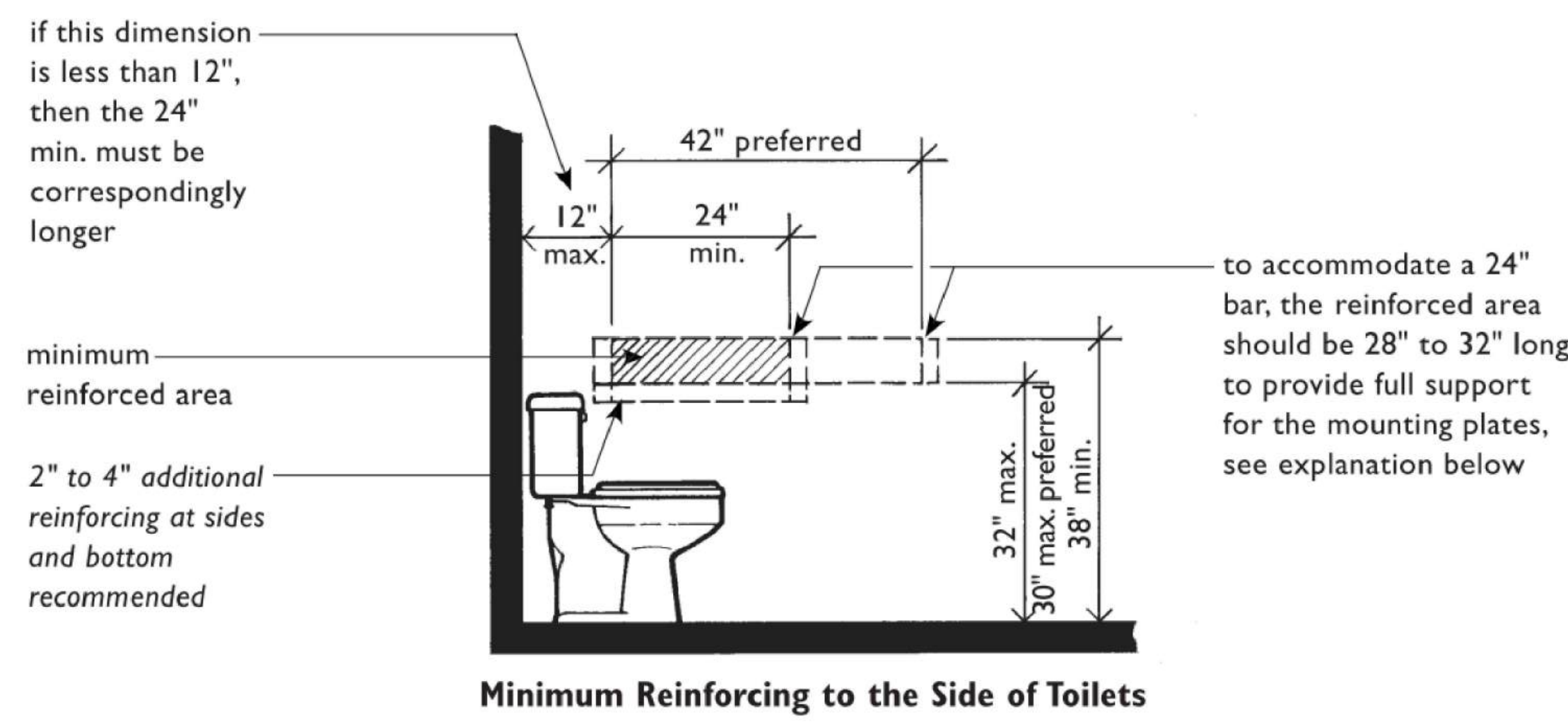
03 WINDOW SILL DETAIL
SCALE: 3"=1'-0"



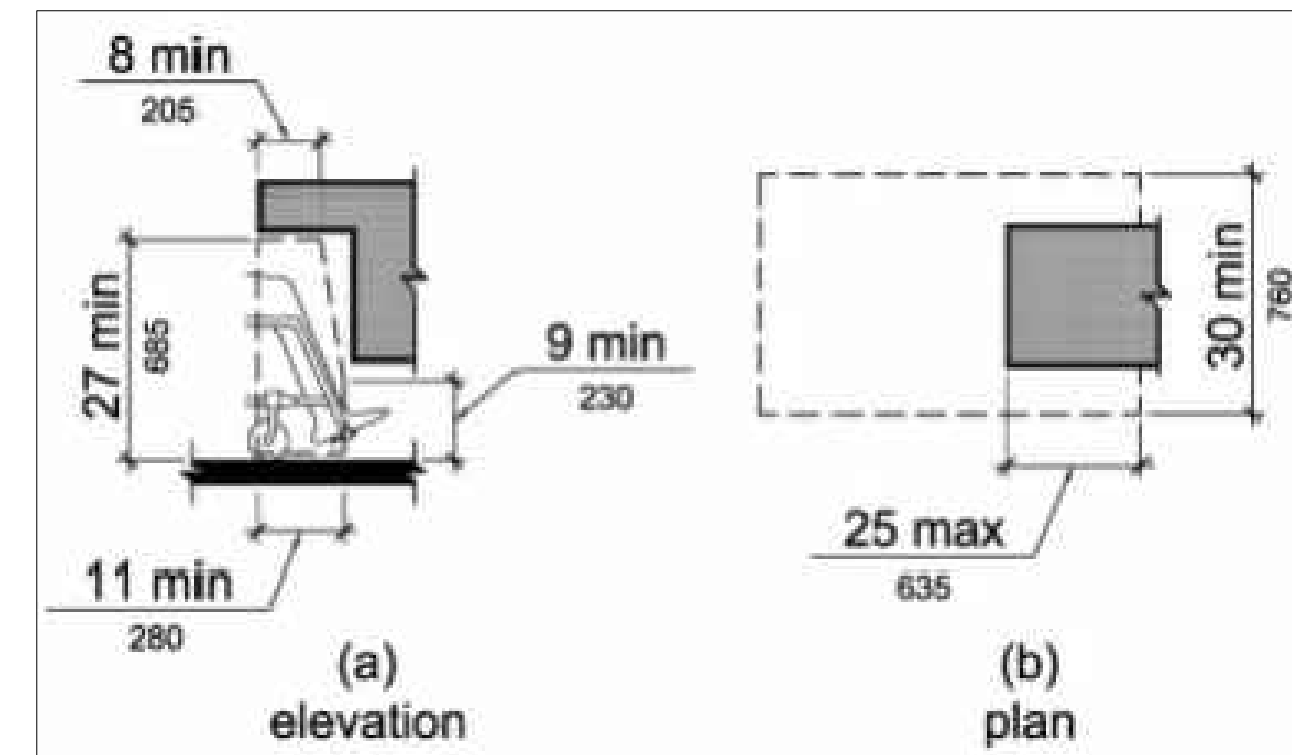
08 HC BAR REINFORCEMENT
SCALE: NTS



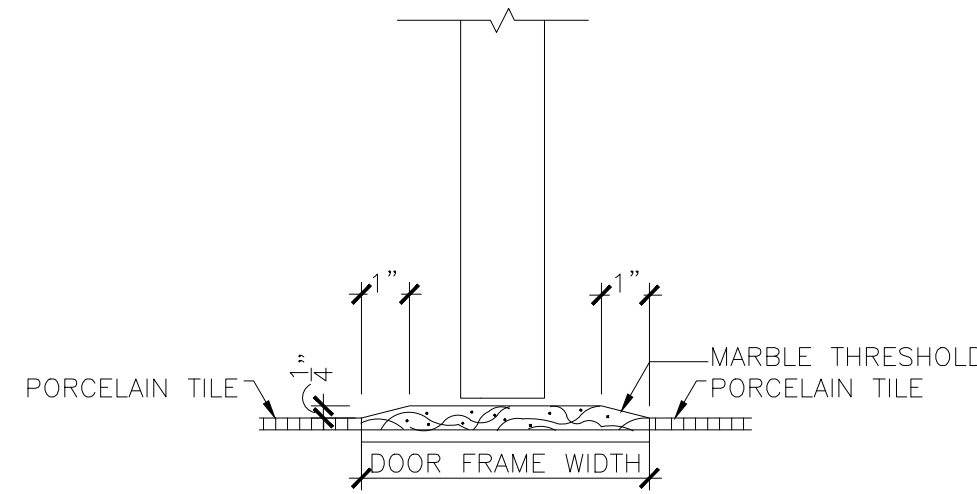
04 WINDOW CORNER DETAIL
SCALE: 3"=1'-0"



09 HC BAR REINFORCEMENT
SCALE: NTS



05 LAVATORY ADA DETAIL
SCALE: NTS



13 DOOR #001 THRESHOLD DETAIL
SCALE: 3"=1'-0"

1. RFI'S - CONTRACTOR SHALL SUBMIT RFI'S WITH HIS PROPOSED SOLUTION IN A TIMELY MANNER. CONTRACTOR RECOGNIZES THE CONSULTANT SHALL REQUIRE UP TO 5 WORKING DAYS TO RESPOND.
2. SUBMITTALS AND PRODUCT DATA - CONTRACTOR SHALL PREPARE A SUBMITTAL SCHEDULE FOR APPROVAL. BY THE A/E, CONTRACTOR RECOGNIZES THE CONSULTANT SHALL REQUIRE UP TO 5 WORKING DAYS TO REVIEW SUBMITTALS. ALL SUBMITTALS SHALL BE CLEARLY STAMPED AND INDICATED APPROVED BY THE CONTRACTOR PRIOR TO SUBMISSION TO THE CONSULTANT.
3. SHOP DRAWINGS - CONTRACTOR SHALL PREPARE A SHOP DRAWING SCHEDULE FOR APPROVAL. BY THE CONTRACTOR, CONTRACTOR RECOGNIZES THE CONSULTANT SHALL REQUIRE UP TO 10 WORKING DAYS TO REVIEW SHOP DRAWINGS. ALL SHOP DRAWINGS SHALL BE CLEARLY STAMPED AND INDICATED APPROVED BY THE CONTRACTOR PRIOR TO SUBMISSION TO THE CONSULTANT.
4. LAYOUT AND COORDINATION DRAWINGS - CONTRACTOR SHALL PREPARE SCALE DRAWINGS, COORDINATION DRAWINGS AND LAYOUTS. PROVIDE GENERAL LAYOUT ARRANGEMENTS, ELEVATIONS INCLUDING ALL DISCIPLINES FOR HIS PROPOSED LAYOUT AND ROUTING PRIOR TO FABRICATING. PROVIDE LAYOUTS, ELEVATIONS, ETC. FOR ALL SYSTEMS, EQUIPMENT, PIPES AND DRAWINGS THAT DEMONSTRATE VIA COORDINATED ELEVATIONS AND SYSTEMS WITH STRUCTURE. THAT CLEARLY INDICATE REQUIRED SYSTEMS WILL FIT, FUNCTION AS INTENDED, BE FREE OF INTERFERENCE, AND IN CONFORM TO REQUIRED CODES, A MANUFACTURER'S REQUIREMENTS AND MAINTENANCE CLEARANCES.
5. DEVIATIONS FROM BASIS FOR DESIGN SYSTEMS SHALL BE CLEARLY IDENTIFIED ON ALL SUBMISSIONS.
6. SUBSTITUTIONS:
 - A. CONTRACTOR SHALL PREPARE REQUESTS WITH COMPLETE COORDINATION INFORMATION, INCLUDING ALL CHANGES REQUIRED IN OTHER ELEMENTS OF THE WORK TO ACCOMMODATE THE SUBSTITUTION INCLUDING WORK PERFORMED BY THE OWNER AND THE SEPARATE CONTRACTORS.
 1. PROVIDE COMPLETE SUPPORTING DATA QUALIFYING THE SUBSTITUTION COMPARED TO THE BASIS OF DESIGN SYSTEM. PROVIDE A DETAILED LIST OF ANY VARIANCES, LIGHTING POWER DENSITY (LPD) SPACE BY SPACE CALCULATIONS, SPACE OR ROOM PHOTOMETRICS, PHYSICAL DIMENSIONS, LAYOUT, ELEVATIONS, ETC.
 2. PROVIDE A STATEMENT INDICATING THE EFFECT THE SUBSTITUTION WILL HAVE ON THE WORK SCHEDULE IN COMPARISON TO THE SCHEDULE WITHOUT APPROVAL OF THE PROPOSED SUBSTITUTION, INCLUDING INFORMATION REGARDING THE EFFECT OF THE PROPOSED SUBSTITUTION ON THE CONTRACT TIME.
 3. PROVIDE CERTIFICATION BY THE CONTRACTOR TO THE EFFECT THAT, IN THE CONTRACTOR'S OPINION, AFTER THOROUGH EVALUATION, THE PROPOSED SUBSTITUTION WILL RESULT IN WORK THAT IN EVERY SIGNIFICANT RESPECT IS EQUAL TO OR BETTER THAN THE WORK REQUIRED BY THE BASIS OF DESIGN.
 - B. IF THE CONSULTANT'S EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUIRED BY THE OWNER OR APPROVED BY THE OWNER SHALL BE COMPENSATED TO THE CONSULTANT BY THE CONTRACTOR.
 - C. AS BUILDINGS - THE CONTRACTOR SHALL MAINTAIN AND PREPARE A COMPLETE AND ACCURATE SET OF AS BUILDS DURING THE PROJECT AND ISSUE TO THE A/E AND OWNER AT PROJECT COMPLETION. THE SET OF AS BUILDS SHALL INCLUDE ALL PROJECT DOCUMENTS, INCLUDING SKETCHES OR SCALED DRAWINGS FOR FIELD CHANGES THAT ARE PROPOSED OR MADE WHICH VARY FROM THE BASIS OF DESIGN. CONSULTANT EXPENSES THAT ARE INCURRED DUE TO REVISIONS REQUIRED BY BUILDING DEPARTMENT, OWNER, CONTRACTOR, MANUFACTURER SHALL BE COMPENSABLE TO THE CONSULTANT BY THE CONTRACTOR.
 - D. INSTALLATION, TESTING AND BALANCING, START UP, COMMISSIONING AND PERFORMANCE TESTING - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND BALANCING FOR PERFORMANCE AND COMPLETION OF THESE SERVICES AS PART OF THE PROJECT REQUIREMENTS. DURING THE COURSE OF THE PROJECT, THE CONTRACTOR SHALL DOCUMENT THE SERVICES. CONSULTANT AND A/E/OWNER SHALL BE RESPONSIBLE FOR THE TESTING AND BALANCING DUE TO SUPPORTING SERVICES OR REVISIONS REQUIRED BY BUILDING DEPARTMENT, OWNER, CONTRACTOR. MANUFACTURER SHALL BE COMPENSABLE TO THE CONSULTANT BY THE CONTRACTOR.

1. CONTRACTOR TO PROVIDE ALL LABOR AND MATERIAL TO CONFORM TO FBC 2020 ENERGY COMPLIANCE, RELATED SECTIONS, AND STANDARDS.
2. OWNER SHALL PROVIDE SERVICES OF AN INDEPENDENT COMMISSIONING AGENT(CxA) TO PREPARE FUNCTIONAL TEST PROCEDURES (DOCUMENT SYSTEMS PERFORMANCE, WITNESS CONTRACTOR TESTING), AS REQUIRED BY FBC FOR LIGHTING AND HVAC SYSTEMS.
3. CONTRACTOR SHALL PROVIDE SERVICES TO TEST, BALANCE AND COMMISSION THE SYSTEM VIA AN INDEPENDENT AGENT FOR THE MECHANICAL SYSTEMS ENERGY PERFORMANCE.
4. CONTRACTOR TO PROVIDE COMPLETE CERTIFICATIONS AND CHECKLISTS AS REQUIRED BY FBC FOR HIS WORK RESPONSIBILITIES .

PROVIDE A STRUCTURED CABLING SYSTEM (SCS) FOR THE TV/CABLE/TELEPHONE DROPS, COORDINATE DESIGN, TYPE OF CABLE, AND FINAL LOCATIONS WITH OWNER/ARCHITECT PRIOR TO CONSTRUCTION. CONTRACTOR TO DESIGN/BUILD AND COMPLY WITH NEC AND EIA/TIA STANDARDS WITH HIS INDEPENDENTLY ENGAGED DELEGATED/SUCCESSOR ENGINEER.

1. CONTRACTOR IS CAUTIONED TO OBTAIN COMPLETE EQUIPMENT PRODUCT DATA FROM ARCHITECT, PRIOR TO BIDDING AND ROUGH-IN.
2. CONTRACTOR SHALL PROVIDE NEMA OUTLET TO MEET PROJECT AND EQUIPMENT REQUIREMENTS.
3. CONTRACTOR TO PROVIDE MATCHING NEMA CAP/CORD AS REQUIRED.

CONTRACTOR TO PROVIDE SAFETY LABELING FOR ARC FLASH PROTECTION FROM ELECTRICAL EQUIPMENT, INCLUDING MAIN DISCONNECTING MEANS, SWITCHBOARDS, PANEL BOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, MOTOR CONTROL CENTERS, ETC AS PER NEC 110.16.

CONTRACTOR/MANUFACTURER SHALL PROVIDE COMPLETE DOCUMENTATION AND CERTIFICATIONS FOR ANY EQUIPMENT THAT HE PROPOSES WITH A NRTL (NATIONALLY RECOGNIZED TESTING LAB) LISTING AND LABELING EQUIVALENT TO THE BASIS OF DESIGN UL LISTING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM ACCEPTABILITY BY THE LOCAL AHJ AND AGENCIES FOR THE NRTL LISTING AND CERTIFICATION FOR THE PRODUCTS HE PROPOSES AND DEMONSTRATE SUCH AS PART OF THE PRODUCT DATA SUBMISSION AND INSTALLATION.

1. DO NOT SCALE THE ELECTRICAL DRAWING. REFER TO THE ARCHITECTURAL PLAN AND ELECTRICAL SCHEDULE FOR LOCATION OF ALL EQUIPMENT AND CONFIRM WITH OWNERS REPRESENTATIVES. CONTRACTOR SHALL REFER TO THE ENTIRE SET OF CONTRACT DOCUMENTS FOR PROJECT COORDINATION.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE EDITIONS CURRENTLY ADOPTED BY THE LOCAL AUTHORITIES HAVING JURISDICTION OF THE FOLLOWING: THE NATIONAL ELECTRICAL CODE (NEC), NFPA 720, NFPA 721, NFPA 725, THE FIRE PREVENTION CODE INCLUDING NFPA 1 & NFPA 101, NFPA 110, AND THE FBC, AND THE EFCFC.
3. UNLESS OTHERWISE NOTED, ALL CONDUCTORS SHALL BE COPPER, WITH "THHN" INSULATION FOR SIZE #10 AND SMALLER. CONDUCTORS LARGER THAN #10 SHALL HAVE "THWN" INSULATION. ALL CONDUCTORS IN WET LOCATIONS MUST HAVE "THWN" INSULATION. ALL CONDUCTORS #10 AND SMALLER MAY BE SOLID. ALL CONDUCTORS #8 AND LARGER SHALL BE STRANDED. ALL CONDUCTORS MUST COMPLY WITH ARTICLE 310 OF THE N.E.C.
4. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
5. DISCONNECT SWITCHES SHALL BE H.P. RATED, HEAVY DUTY, QUICK MAKE, QUICK BREAK, WITH ENCLOSURES AS REQUIRED BY EXPOSURE.
6. THESE PLANS DO NOT SHOW ANY MINOR DETAIL OF CONSTRUCTION, THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND MEET ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
7. THE ELECTRICAL SYSTEM SHALL BE COMPLETELY AND EFFECTIVELY GROUNDING AS REQUIRED IN ARTICLE 250, NATIONAL ELECTRICAL CODE. THE GROUNDING SYSTEM SHALL BE TESTED AND SHALL BE PROVIDED TO MEASURE A MAXIMUM OF 5 OHMS. PROVIDE A COPY OF THE TEST REPORT TO ENGINEER.
8. ALL MATERIALS SHALL BE NEW AND SHALL BEAR U.L. LABELS WHERE APPLICABLE.
9. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANSHIP MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTANCE BY ENGINEER/ARCHITECT MUST BE A CONDITION OF THE SUBCONTRACTOR.
10. THE ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER, LIGHT AND COMMUNICATION, TELEPHONE COMPANY, AND BROADBAND PROVIDER.
11. CIRCUITS SHOWN ON PLANS ARE TO DETERMINE LOAD DATA AND PANEL SIZE. THE CONTRACTOR SHALL PROVIDE CIRCUITS TO SUIT JOB CONDITIONS, BALANCE LOADS ON EACH PHASE.
12. SEE NOTES ON PLANS FOR OTHER REQUIREMENTS.
13. FURNISH AND INSTALL LIGHTING FIXTURES AND LAMPS AS CALLED FOR ON PLANS, OR AS SELECTED BY OWNER.
14. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
15. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY PHASE OF THE INSTALLATION WHICH MAY BE DAMAGED.
16. ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LIABILITY OF PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
17. CHECK ALL EQUIPMENT FOR PROPER VOLTAGE, PHASE, AND CURRENT BEFORE CONNECTION TO CIRCUITS AND START UP.
18. ELECTRICAL CONTRACTOR SHALL CHECK AND VERIFY EQUIPMENT FURNISHED AGAINST THOSE SPECIFIED OR INTENDED AND REVERSE TRAFFIC CIRCUITS AS MAY BE REQUIRED WITH PRIOR APPROVAL OF ENGINEER/ARCHITECT.
19. ALL SYSTEMS AND ROUGH-IN SHALL BE CONCEALED IN FINISHED AREAS. COORDINATE WITH ARCHITECT.
20. THE ELECTRICAL PORTION OF THE CONTRACT DOCUMENTS ARE COORDINATED WITH THE BASIS OF DESIGN EQUIPMENT SPECIFIED BY DIVISION 16 AND OTHER DIVISIONS. WHERE THE CONTRACTOR ELECTS TO SUBSTITUTE A PRODUCT IN LIEU OF PROVIDING THE DESIGN BASIS, THE CONTRACTOR'S SUBSTITUTION ACCEPTED BY THE A/E AND OWNER, THE CONTRACTOR SHALL MAKE ALL CORRECTIONS TO THE ELECTRICAL SYSTEM NECESSARY IN ORDER TO ENSURE A COMPLETE AND OPERATIONAL INSTALLATION OF THE EQUIPMENT AT NO ADDITIONAL COSTS. THE CONTRACTOR'S CHOICE TO SUBSTITUTE TO SIMILAR PRODUCTS OR MODIFY DESIGN REQUIRING A/E SERVICES, THE A/E RESERVES THE RIGHT TO REQUEST COMPENSATION FROM THE CONTRACTOR FOR SAID SERVICES.
21. CONTRACTOR SHALL PROVIDE A CONTROLS TRADE SUBCONTRACTOR TO DESIGN AND INSTALL ALL CONTROLS TO MEET THE PROJECT REQUIREMENTS.

SALVAGED MATERIALS, EQUIPMENT, AND FEEDERS SHALL BE DELIVERED TO THE OWNER AT HIS PROPERTY AND STORED WITHIN THE BUILDING WHERE DIRECTED. ANY REMOVED MATERIALS OR EQUIPMENT WHICH THE OWNER DOES NOT WISH TO KEEP SHALL BE DISPOSED OF BY THE CONTRACTOR, WITHOUT ADDITIONAL COST TO THE OWNER.

1. ELECTRICAL CONTRACTOR TO VERIFY IF ANY LIGHTING FIXTURES REQUIRE STEP-DOWN TRANSFORMERS. QUANTITY AND LOCATION OF THE TRANSFORMERS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

2. ALL LIGHTING FIXTURES ARE SELECTED & LOCATED BY OWNER /ARCHITECT/INTERIOR DESIGNER, UNLESS OTHERWISE NOTED.

3. ARCHITECT TO SET MOUNTING HEIGHTS FOR ALL FIXTURES WHERE APPLICABLE, UNLESS OTHERWISE NOTED.

4. CONTRACTOR TO PROVIDE LUMINAIRES TO CONFORM TO ENERGY CODE, THERMAL ENVELOPE RATINGS.

TRACTOR AND MANUFACTURER SHALL PROVIDE ALL ELECTRICAL SYSTEMS FOR ALL EQUIPMENT, INCLUDING MECHANICAL AND PLUMBING EQUIPMENT WITH INTEGRAL DISCONNECTS, INTEGRAL BREAKERS, INTEGRAL MOTOR STARTERS, VFDs, CHILLER PANELS, PACKAGED UNIT PANELS, ETC., SHALL BE RATED WITH A SHORT CIRCUIT CURRENT RATING AT LEAST EQUAL TO THE IMMEDIATE UPSTREAM ELECTRIC OVERCURRENT PROTECTIVE DEVICE SHORT CIRCUIT RATING.

1. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN RELOCATING WIRING DEVICES, EQUIPMENT AND LIGHTING FIXTURES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL OTHER WIRING DEVICES, EQUIPMENT AND LIGHTING FIXTURES THAT MAY BE CONNECTED ON THE SAME CIRCUIT REMAIN OPERATIONAL AND ACTIVE.
2. INFORMATION SHOWN ON THESE DOCUMENTS ARE DIAGRAMMATIC IN NATURE. CONTRACTOR TO FIELD VERIFY ELECTRICAL CIRCUIT HOME RUNS TO ALL ELECTRICAL ITEMS SCHEDULED FOR DEMOLITION AND PERFORM THE WORK AS INTENDED AND DEPICTED ON THE DRAWINGS.
3. UPDATE ALL ELECTRICAL PANEL BOARD DIRECTORIES THAT ARE AFFECTED BY THE DEMOLITION AND/OR RENOVATIONS. DIRECTORIES SHALL BE TYPED.
4. STORE ITEMS AND/OR TO BE RETURNED TO THE OWNER IN A DRY, CLEAN, AND PROTECTED AREA. NOTIFY OWNER WHEN ITEMS ARE READY TO BE REMOVED.
5. COORDINATE ANY ALTERATION AND CHANGES TO THE ELECTRICAL SERVICE WITH THE LOCAL UTILITY COMPANY.
6. PRE SCHEDULE ALL POWER INTERRUPTIONS WITH OWNER. GIVE OWNER 48 HOURS NOTICE PRIOR TO DISCONNECTING POWER TO ANY PORTION OF THE BUILDING AND MAKE ARRANGEMENTS TO MAINTAIN POWER TO ALL CRITICAL EQUIPMENT AS NEEDED AND REQUESTED BY OWNER.
7. CONTRACTOR IS RESPONSIBLE FOR BECOMING FULLY INFORMED AS TO EXISTING CONDITIONS AT THE SITE. NETWORKING THE OWNER NOW THE A/E MAKES ANY REPRESENTATION WARRANTY AS TO SITE CONDITIONS.
8. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE NATURE AND EXTENT OF THE WORK TO BE PERFORMED AND LOCAL CONDITIONS THAT MAY AFFECT THE WORK.
9. DUE TO REMOVAL OR CORRECTION TO ANY WALLS OR OTHER CONSTRUCTION NECESSITATING CAPPING OF EXISTING ELECTRICAL WIRING DEVICES OR ANY OTHER ELECTRICAL EQUIPMENT IN THE OUTSIDE OF THE AREA BY THE CONTRACTOR, THE CONTRACTOR SHALL, UNDER THIS CONTRACT, ALL EXISTING OUTLETS SHOWN TO REMAIN WILL REMAIN ACTIVE. THE REMAINING SHALL BE INCLUDED UNDER THIS CONTRACT WITHOUT ADDITIONAL COST TO OWNER.
10. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING CODES:
NATIONAL ELECTRICAL CODE (NEC)
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
FLORIDA BUILDING CODE
11. WHERE CONDUIT IS INACCESSIBLE, REMOVE CONDUCTORS AND CUT BACK CONDUIT FLUSH WITH SLAB OR WALL. PATCH OPENING TO MATCH EXISTING FINISH, WHERE EXISTING WIRING IS IN THE OUTSIDE OF THE AREA BY THE CONTRACTOR, THE CONTRACTOR SHALL, UNDER THIS CONTRACT, SHALL MODIFY EXISTING WIRING AS REQUIRED TO MAINTAIN CONTINUITY OF EXISTING CIRCUITRY SUCH THAT NO EQUIPMENT TO REMAIN IS LEFT WITHOUT SERVICE.
12. THE CONTRACTOR IS TO GIVE THE OWNER AN OPPORTUNITY TO ACCEPT ANY ELECTRICAL WORK THAT WERE REQUIRED FOR THEIR USE. SAVED MATERIALS, AND EQUIPMENT THE OWNER DOES NOT WISH TO KEEP SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND SHALL BE DISPOSED OF BY THE CONTRACTOR, WITHOUT ADDITIONAL COST TO THE OWNER.
13. CONTRACTOR SHALL PROVIDE TEMPORARY POWER AND LIGHTING WHERE REQUIRED DURING DEMOLITION AND CONSTRUCTION SCOPES OF WORK.
14. THE EXISTING CONDITIONS SHOWN ON THESE DRAWINGS ARE TAKEN FROM ORIGINAL DRAWINGS PROVIDED BY THE OWNER AND FIELD INVESTIGATION. THE ACTUAL CONDITIONS MAY VARY. ALL EXISTING CONDITIONS MUST BE VERIFIED PRIOR TO BID. THE CONDITIONS SHOWN ARE INTENDED TO SHOW THE LOCATIONS OF THE EXISTING EQUIPMENT, AND IN NO WAY SHALL THE CONTRACTOR BE RELIED UPON PROVIDING AND COORDINATION REQUIRED TO COMPLETE THE NEW WORK. FIELD CONDITIONS SHALL GOVERN.
15. THE DEMOLITION PLAN IS NOT INCLUSIVE OF ALL ELECTRICAL DEVICES WITHIN THE PROJECT AREA. IT IS INTENDED TO PROVIDE THE CONTRACTOR WITH A GENERAL KNOWLEDGE OF THE EXISTING CONDITIONS WITHIN THE PROJECT AREA. THE CONTRACTOR'S CONDITIONS SHOWN ON THIS PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED DEMOLITION WHETHER SHOWN ON THE PLAN OR NOT.
16. ALL CONDUITS SERVING OTHER SPACES OR FLOORS, THAT RUN THROUGH THE PROJECT AREA SHALL REMAIN ACTIVE DURING CONSTRUCTION, SO AS NOT TO CAUSE ANY DISRUPTION TO THESE OTHER SPACES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL EXISTING DEVICES, OR EXISTING WITHIN THE PROJECT AREA ARE PROPERLY SUPPORTED AND PROVIDED WITH BONDED BUSBARS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
17. THE CONTRACTOR SHALL PHASE DEMOLITION WORK AS REQUIRED OR DIRECTED BY THE OWNER.

1. CONTRACTOR SHALL COMPLY WITH FBC (C408.2.5.1). PROVIDE OWNER WITH A RECORD SET DRAWING OF COMPLETE INSTALLATION DRAWINGS.
2. CONTRACTOR SHALL COMPLY WITH FBC (C408.2.5.2). PROVIDE OWNER WITH OPERATIONAL MANUALS AND MAINTENANCE MANUALS.

ALL DEVICES PENETRATING FIRE RATED WALLS SHALL BE PROVIDED WITH U.L. APPROVED FIRE RATED ASSEMBLIES. (EQUAL TO WALL FIRE RATING - SEE ARCHITECTURAL DRAWINGS)

THE CONTRACTOR, AS PART OF HIS PRICING AND BIDDING, SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND TERMINATIONS, INCLUDING FUEL, AND UTILITY REQUIREMENTS AND APPROVALS FOR ALL CONDUCTORING AND TERMINATIONS, TO SATISFY THE PROJECT REQUIREMENTS. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND INCLUDE ALL HIS BRANCH CIRCUIT, FEEDER, AND SERVICE CONDUCTOR CONDUITING AND WIRING LENGTHS AND MATERIALS. THE CONTRACTOR SHALL PROPOSED INSTALLATION LENGTHS AND MATERIALS SHOWN AS THE BASIS OF DESIGN LENGTHS, ARE MERELY AN APPROXIMATION BY THE CONSULTANT. THE CONTRACTOR SHALL USE THOSE BASIS OF DESIGN CONDUCTOR LENGTHS AND MATERIALS TO ESTIMATE THE TOTAL LIMIT OF THE CONTRACT. THE CONTRACTOR SHALL SUBMIT COMPLETE SCALED PROPOSED ROUTINGS FOR SERVICES AND FEEDERS, QUANTITIES AND CONDUCTORING, SECTIONS THRU BUILDING FOR RACKING, DUCTBANK CROSS SECTIONS FOR CLEARANCES AND COORDINATED AS FREE OF ALL INTERFERENCES, ETC. CONTRACTOR SHALL SUBMIT THE DOCUMENTATION TO THE ARCHITECT FOR REVIEW NO LATER THAN 3 WEEKS AFTER NOTICE TO PROCEED.

CONTRACTOR TO COORDINATE ALL FINAL LOCATIONS, ANY TYPES OF ALL DEVICES, AND EQUIPMENT WITH ARCHITECT PRIOR TO BID AND ROUGH-IN.

CONTRACTOR TO COORDINATE VARIOUS TRADES TO AVOID ABOVE CEILING CONFLICTS.

ELECTRICAL SHEET INDEX	
SHEET#	DESCRIPTION
E0.1	ELECTRICAL NOTES, LEGEND, & SPECS
E1.1	POWER PLAN
E2.1	LIGHTING PLAN
E3.1	LOW VOLTAGE PLAN

THE PROJECT CONSISTS OF A TENANT IMPROVEMENT WITHIN AN EXISTING BUILDING. UPGRADING ELECTRICAL SYSTEMS - POWER, LIGHTING, SIGNAL.

 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
 20 AMP QUADRUPLUX RECEPTACLE (NEMA 5-20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R) WITH GROUND FAULT CIRCUIT INTERRUPTER, MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET, UNLESS NOTED OTHERWISE.
 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R) MOUNTED ABOVE COUNTER SEE ARCHITECTUAL DRAWINGS FOR SPECIFIC REQUIREMENTS.
 JUNCTION BOX
 EXHAUST FAN. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS.
 SINGLE POLE, 20 AMP, SWITCH. MOUNT 42" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
 FUSIBLE DISCONNECT SWITCH A = POLES, B= FRAME SIZE, C= FUSE RATING
 ELECTRICAL PANELBOARD
 TELEPHONE WOOD BACKBOARD
 WEATHERPROOF/WATER RATED
 FACTORY MOUNTED DISCONNECT
 RELOCATED
 E EXISTING TO REMAIN
 A.F.F. ABOVE FINISH FLOOR
 TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
 TELEPHONE/DATA OUTLET, RECESSED FLOOR MOUNTED, WITH 3/4" CONDUIT RUN TO THE NEAREST STUD WALL AND STUBBED OUT FROM WALL 6" ABOVE CEILING. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
 TELEVISION OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
 7-DAY FULL YEAR LIGHTING CONTROL WITH ASTRONOMICAL TIME CLOCK
 ILC #APP-III RELAY PANEL. PROVIDE WITH 8, 16, OR 32 RELAYS AS REQUIRED.
 WALL MOUNTED OCCUPANCY SENSOR - FIELD CONFIGURE FOR VACANCY AS REQUIRED. WATTSTOPPER #DSW-100
 LIGHTING CONTROL OVERRIDE SWITCH WITH PILOT LIGHT; 2 HOURS MAX TIME DELAY. ILC #LS-62-X
 277/208V VAC LINE VOLTAGE DUAL TECHNOLOGY OCCUPANCY SENSOR, WATTSTOPPER #DT-355 MOUNT IN CEILING.
 MOTOR RATED SWITCH
 SPECIAL-PURPOSE RECEPTACLE
 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R), RECESS FLOOR MOUNTED. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
 SINGLE GANG JUNCTION BOX FOR POWER CONNECTION TO MODULAR FURNITURE SYSTEM INSTALL IN EXACT MANNER AS DIRECTED BY FURNITURE SUPPLIER.
 DOUBLE GANG JUNCTION BOX FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 6" FROM WALL.
 FLOOR POKE THRU FOR POWER (CONNECTION TO MODULAR FURNITURE SYSTEM) INSTALL IN EXACT MANNER AS DIRECTED BY FURNITURE SUPPLIER.
 FLOOR POKE THRU FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 6" FROM WALL.
 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R), CEILING MOUNTED.

NOTE:
 ALL SYMBOLS MAY NOT BE USED FOR THIS PROJECT.

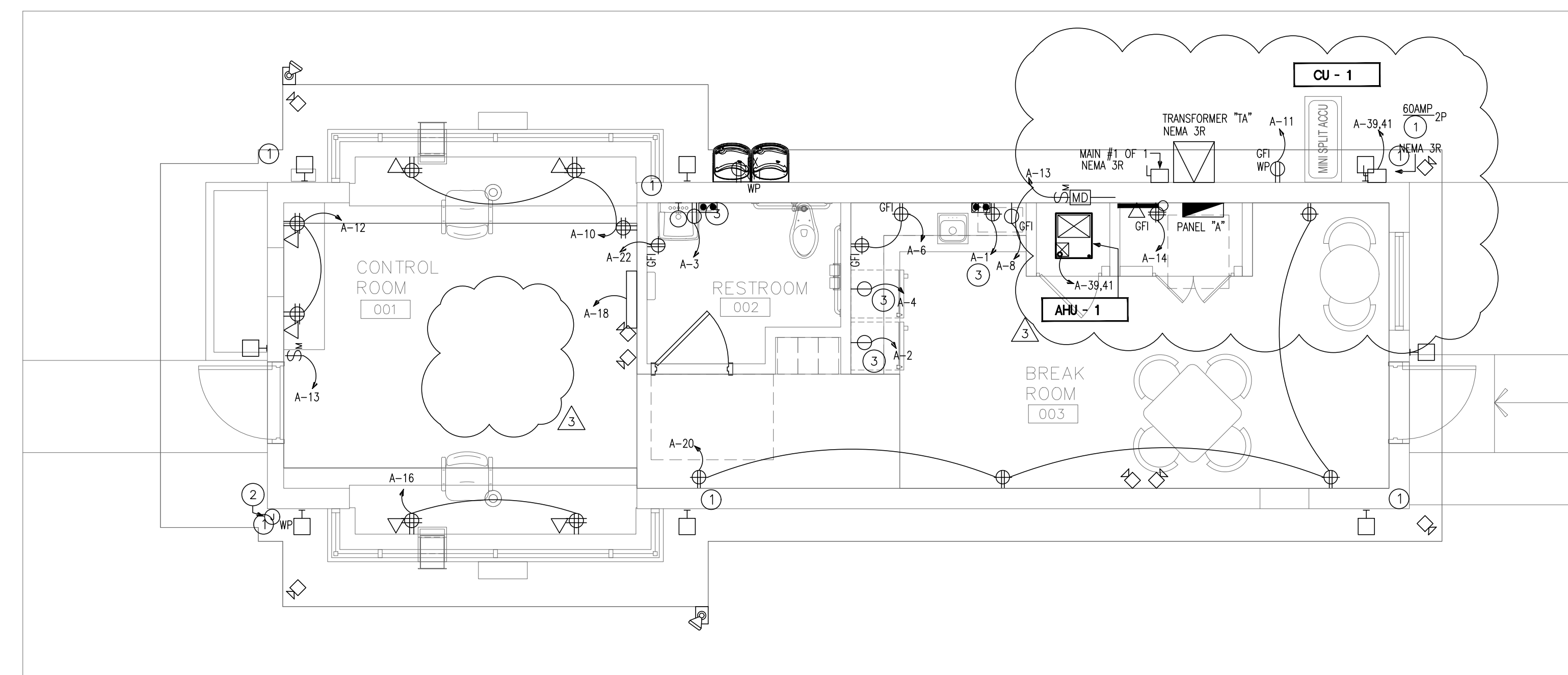
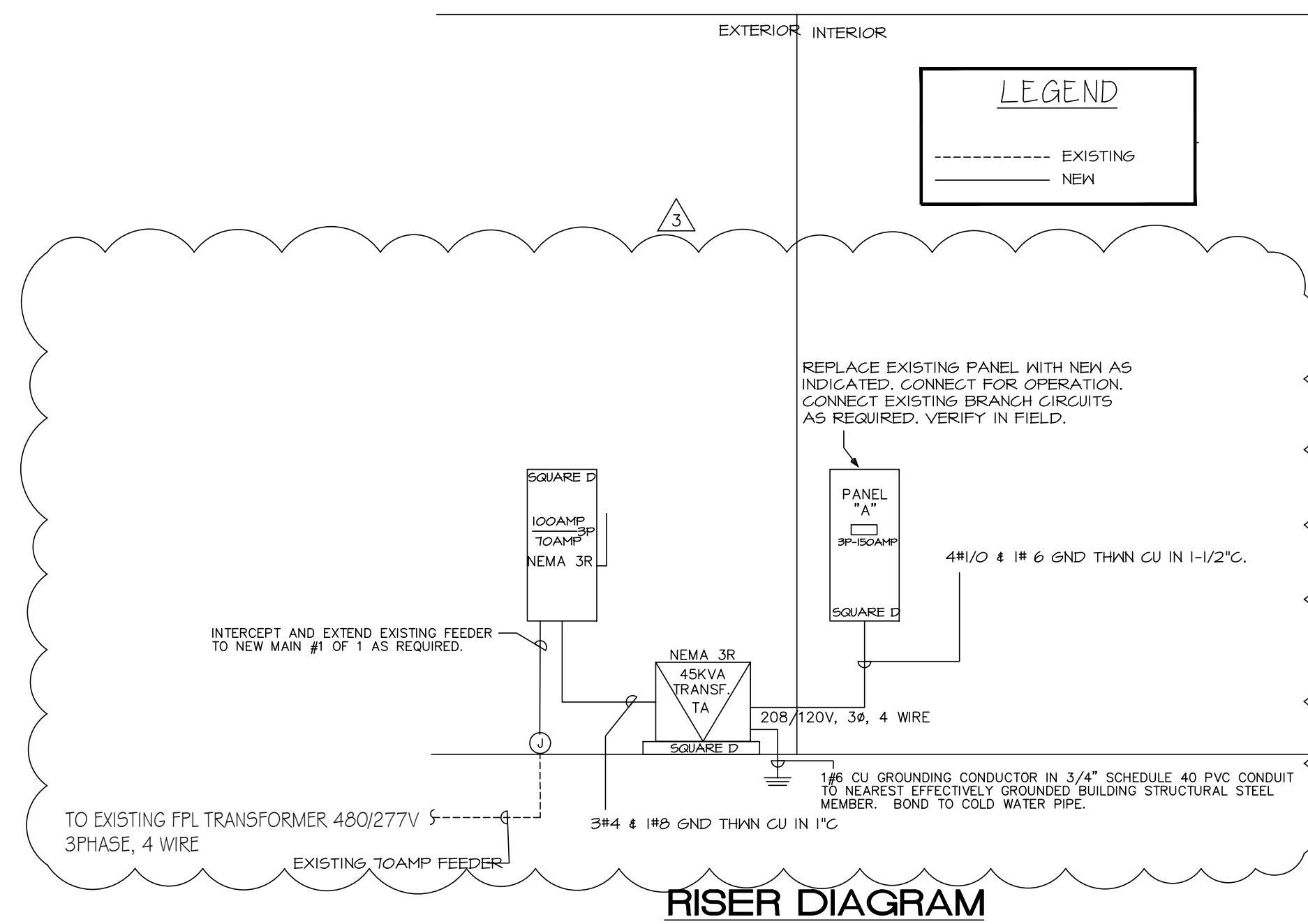
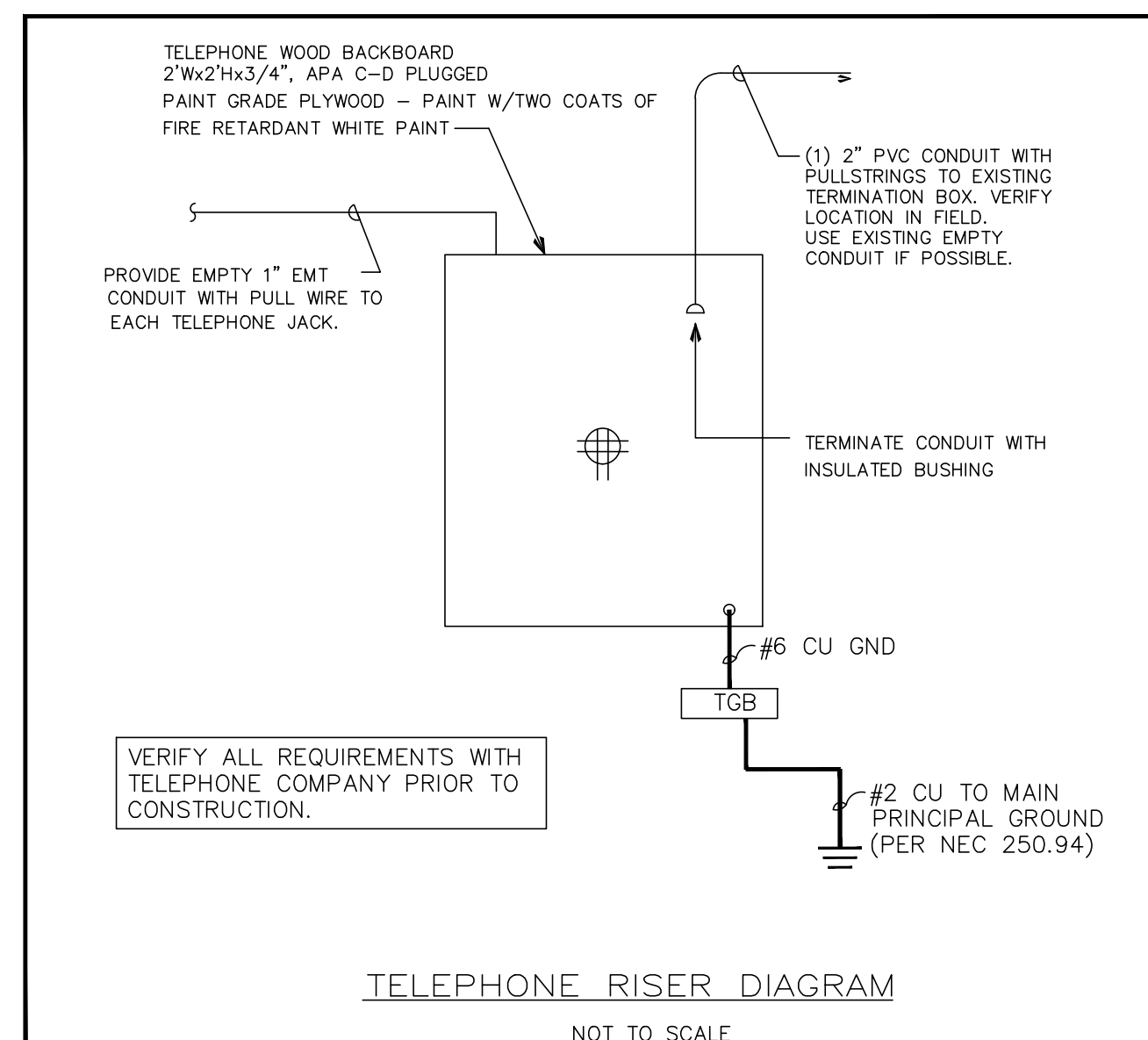
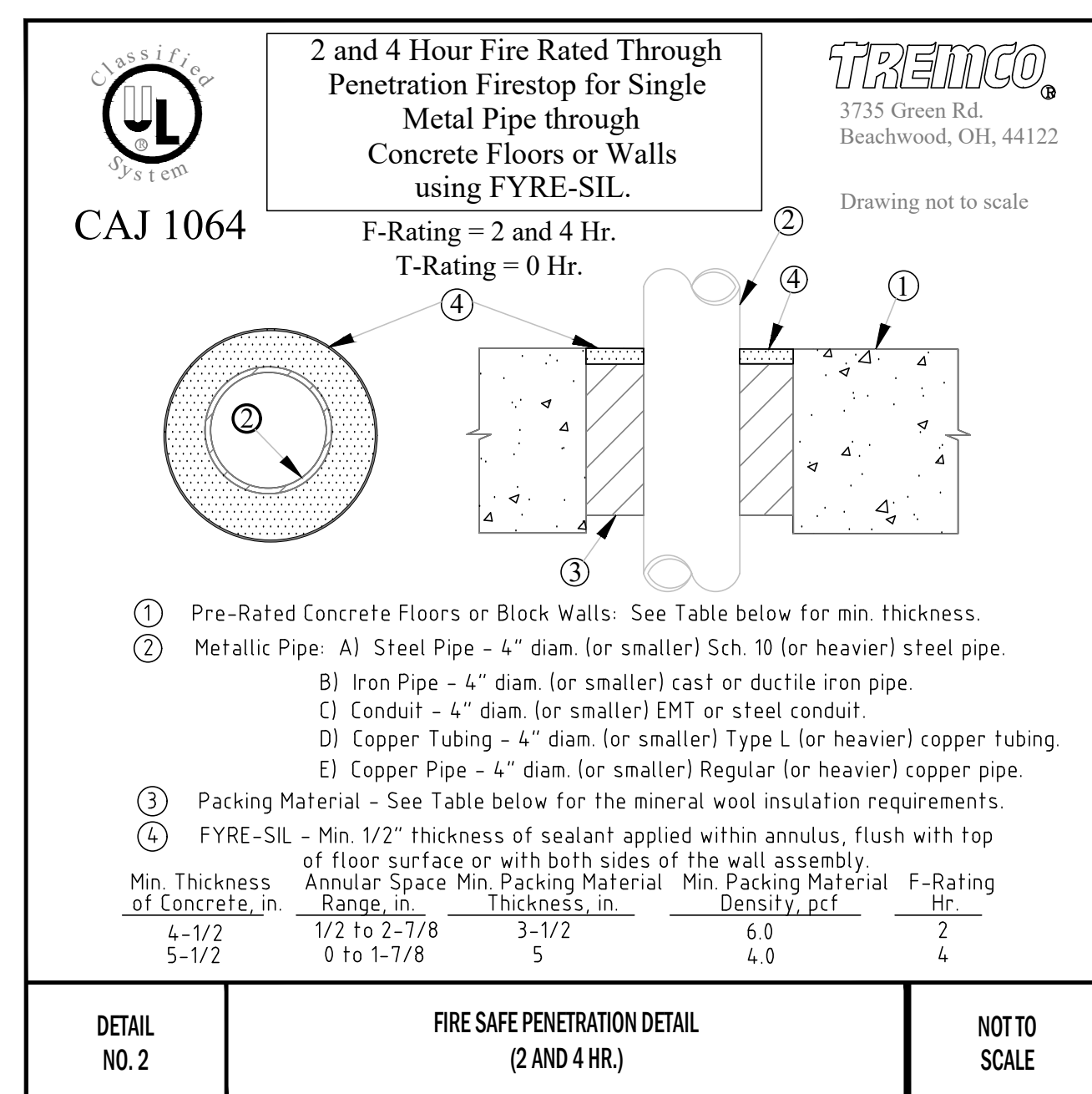
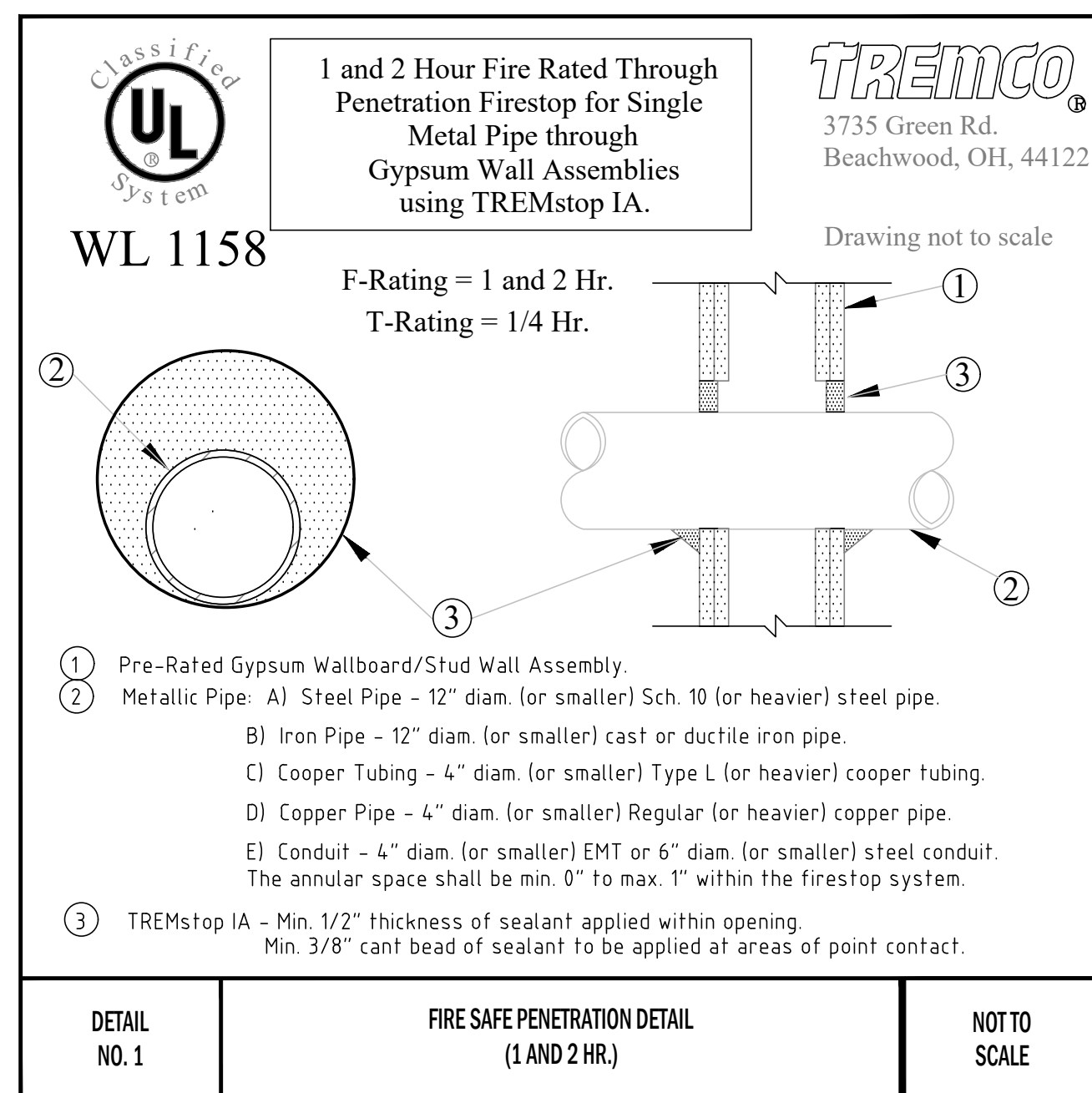
NOTE:
ALL SYMBOLS MAY NOT BE USED FOR THIS PROJECT

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10/9/2020

CORRECT THE SAME AS DIRECTED. THE ENGINEERS ARE NOT RESPONSIBLE FOR ANY ADDITIONAL COSTS RESULTING FROM V
EXISTING CONDITIONS DISCOVERED AFTER CONTRACT HAS BEEN AWARDED. NO CHANGES SHALL BE MADE TO THESE PLANS
EXCEPT AS INDICATED HEREIN BY THE ENGINEER. FOR THE ENGINEER: J. L. HARRIS, P.E., 10000 W. 10TH AVE., SUITE 100, DENVER, CO 80231

NOT FOR BID UNTIL PERMIT HAS BEEN ISSUED.



SCHEDULE OF BRANCH CIRCUIT PANEL "A"

(13)

MAIN: 150 AMP MAIN CIRCUIT BREAKER
SPEC: SQUARE D
MOUNTING: SURFACE

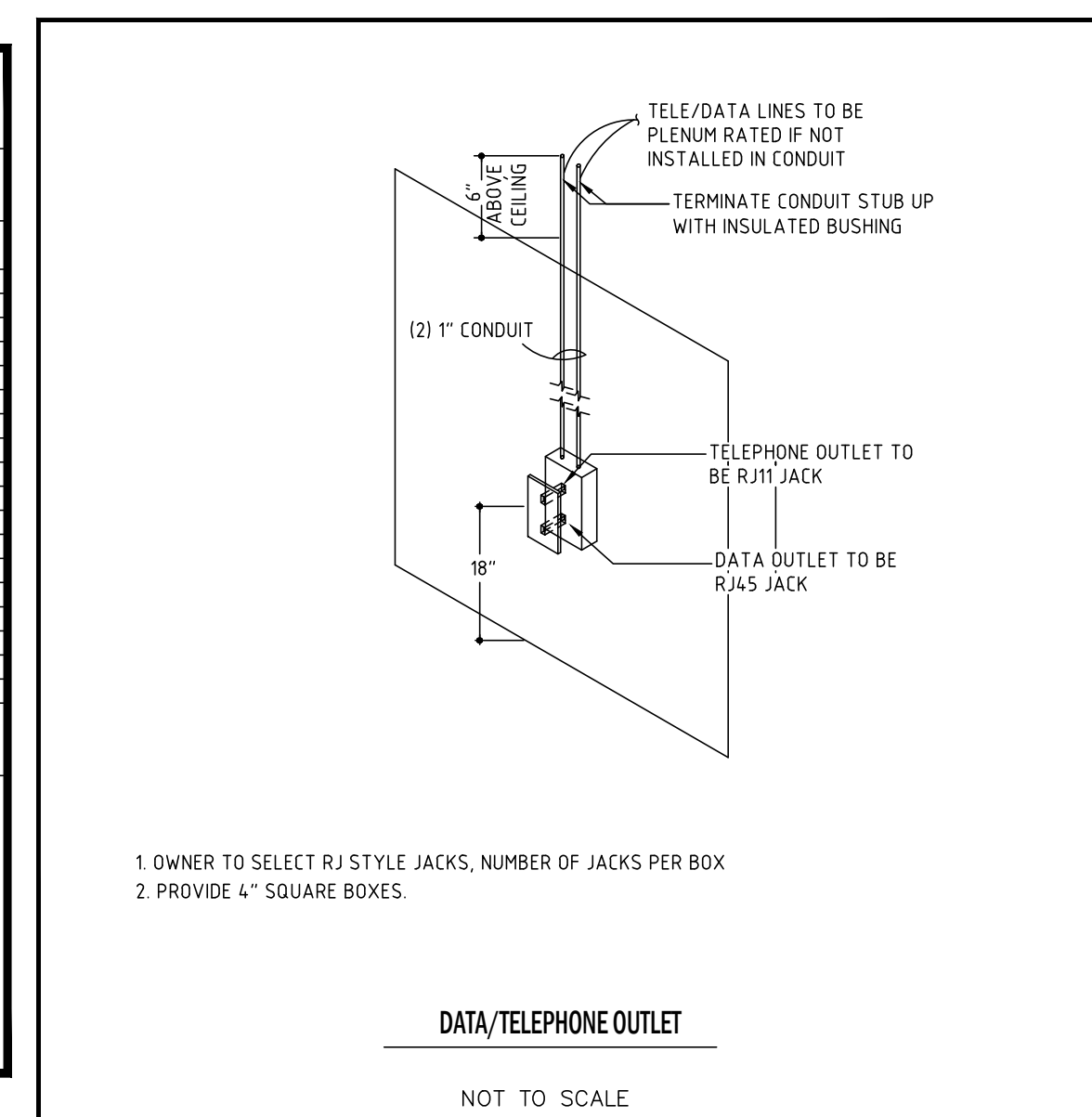
VOLTAGE: 208/120V, 3Ø, 4 WIRE

AIC SYM: 10,000

DESCRIPTION	WIRE	GND.	COND.	TRIP	OKT.	A PHASE KVA	B PHASE KVA	C PHASE KVA	OKT.	TRIP	COND.	GND.	WIRE	DESCRIPTION
TANKLESS WATER HEATER	#12	#12	1/2"	20	1	1.5	0.8		2	20	1/2"	#12	#12	REFRIGERATOR
TANKLESS WATER HEATER	#12	#12	1/2"	20			1.5	0.8	4	20	1/2"	#12	#12	REFRIGERATOR
LIGHTING - INTERIOR	#12	#12	1/2"	20	5			0.8	1.2	6	20	1/2"	#12	RECEPT. - SMALL APPLIANCE
LIGHTING - EXTERIOR	#12	#12	1/2"	20	7	0.3	1.2		8	20	1/2"	#12	#12	MICROWAVE
LIGHTING - OFFICES	#12	#12	1/2"	20	9		0.6	1.0	10	20	1/2"	#12	#12	RECEPT. - CONTROL RM
SERVICE RECEPT	#12	#12	1/2"	20	11			0.4	1.0	12	20	1/2"	#12	RECEPT. - CONTROL RM
MOTORIZED DAMPERS	#12	#12	1/2"	20	13	0.2	0.4		14	20	1/2"	#12	#12	RECEPT. - TEL. BACKBOARD
SPACE	-	-	-	-	17			0.8	16	20	1/2"	#12	#12	RECEPT. - CONTROL RM
SPACE	-	-	-	-	19		0.8		18	20	1/2"	#12	#12	RECEPT. - CC TV BOARD
SPACE	-	-	-	-	21			0.2	20	20	1/2"	#12	#12	RECEPT. - BREAK ROOM
SPACE	-	-	-	-	23				22	20	1/2"	#12	#12	RECEPT. - RESTROOM
SPACE	-	-	-	-	25		1.0		24	20				SPARE
SPACE	-	-	-	-	27		2.5	1.0	26	20				SPARE
SPACE	-	-	-	-	29			2.5	1.0	30	20			SPARE
SPACE	-	-	-	-	31		1.0		32	EXIST	EXIST	EXIST	EXIST	SPRINKLER CONTROLLER
SPACE	-	-	-	-	33			1.0	34	20	EXIST	EXIST	EXIST	SPRINKLER CONTROLLER
SPACE	-	-	-	-	35				36	20	EXIST	EXIST	EXIST	EXTERIOR DRINK. FOUNTAIN
SPACE	-	-	-	-	35				38	40	EXIST	EXIST	EXIST	PUMPS
SPACE	-	-	-	-	39				40	20				
AHU-1 & CU-1	#10	#10	3/4"	35	33		2.3	3.8	40					
				2	41				42	3				
						11.0	13.0	12.2	KVA PER PHASE					
						91.7	108.3	101.6	AMPS PER PHASE					
							36.2		TOTAL KVA					

REMARKS & KEY NOTES:

- ELECTRICAL CONTRACTOR SHALL PROVIDE AN ACCURATE PER FIELD CONDITIONS, TYPED UP PANEL SCHEDULE UPON COMPLETION OF THE PROJECT.
- VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION. ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND BREAKER SIZES.
- CONNECT EXISTING BRANCH CIRCUIT TO NEW PANEL, AS INDICATED.



KEY NOTES

- ① PROVIDE FUSES AS RECOMMENDED BY EQUIPMENT MANUFACTURER.
- ② PROVIDE WEATHERPROOF JUNCTION BOX WITH (2) 3/4" EMPTY CONDUITS WITH PULLSTRINGS FOR FUTURE ELECTRICAL CONNECTION TO CANOPY LIGHTS. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN.
- ③ PROVIDE GFI CIRCUIT BREAKER IN PANEL.



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ARCHITECT SEAL:
JORGE CASTRO-CALOU - AR97469

OWNER

Miami Dade
Solid Waste Department
Miami Dade, Florida

CONSULTANTS

NO.	DRAWING ISSUE	DATE
	ISSUE FOR PERMIT	12 / 04 / 2020
3	OWNER CHANGES	09/24/2025

**E. TRANSFER STATION
SCALE HOUSE
REMODELING**
Solid Waste Department
Miami Dade, Florida

PROJECT INFO

POWER
PLAN

DRAWING INFO

PLAN	PROD	DESIGN
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NOTE:
WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB.
CONTRACTOR SHALL NOTIFY THIS OFFICE OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS.
CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THIS OFFICE FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

SCALE

DRAWING DATE:

JOB NUMBER

EDF-FW-SW-14MO 15

E-1.1

16 POWER PLAN
SCALE: 1/4"=1'-0"

ILLUMINATION GENERAL NOTE

EGRESS ILLUMINATION SHALL BE MIN. 1 FOOT CANDLE PER 2020 FBC

LIGHTING NOTES

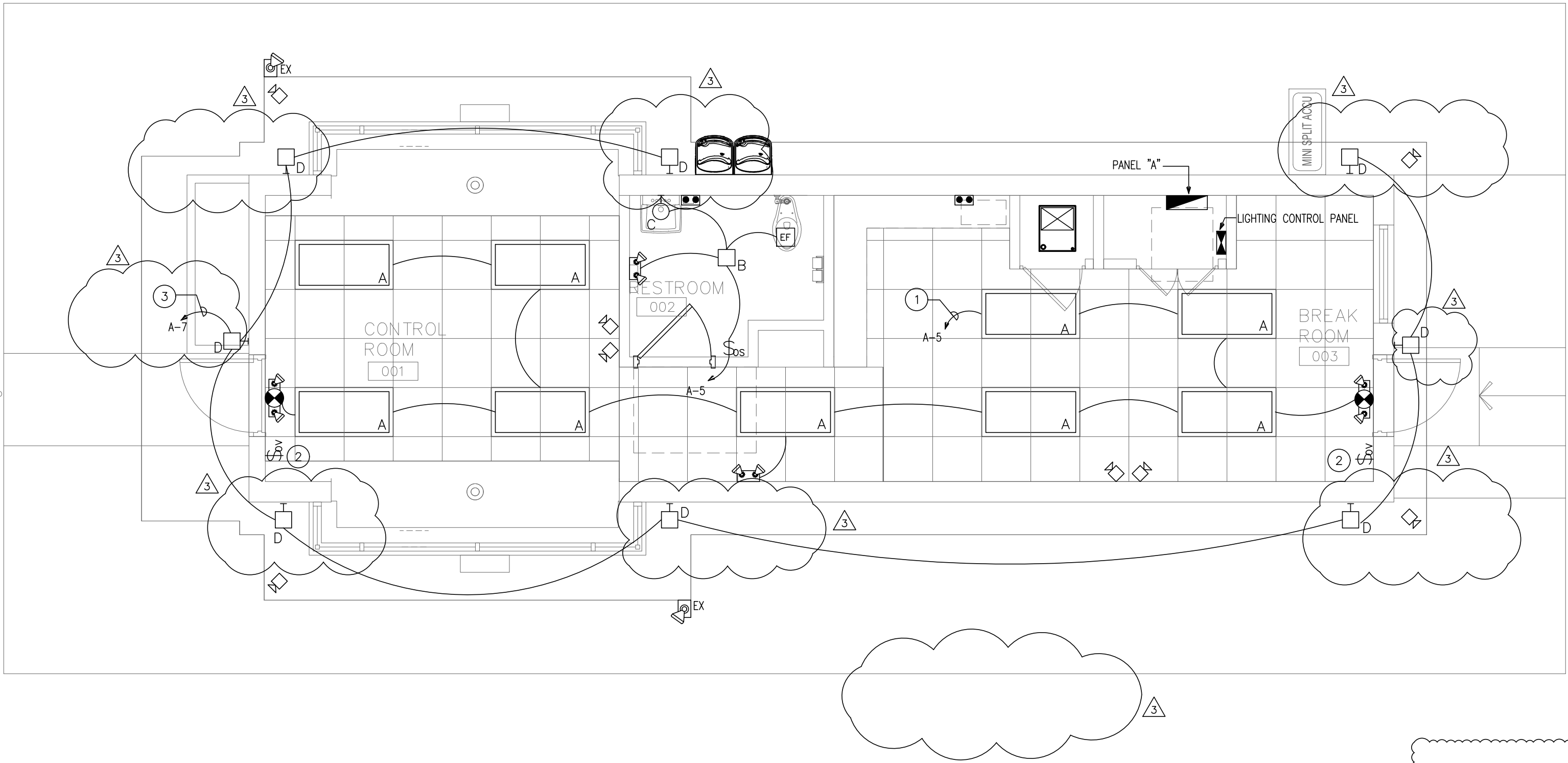
1. ALL EXIT, EMERGENCY, AND BATTERY PACKS IN LIGHTING FIXTURES TO BE WIRED AHEAD OF CONTROL SWITCH.
2. ALL WALL MOUNTED EMERGENCY LIGHT FIXTURES SHALL BE MOUNTED AT HEIGHTS INDICATED ON THE PLANS. VERIFY MOUNTING HEIGHT WITH ARCHITECT.
3. ALL DIMMER SWITCHES SHALL HAVE A PRESET MINIMUM RATING OF 1.0 KW.
4. ALL FIXTURE COUNTS, SELECTIONS, AND EXACT LOCATIONS MUST BE VERIFIED WITH OWNER/ARCHITECT PRIOR TO PURCHASE. CONFIRM ALL LIGHT FIXTURE MODEL NUMBERS, FINISH COLORS AND ELECTRICAL REQUIREMENTS BEFORE ORDERING AND INSTALLATION.
5. CONTRACTOR TO VERIFY IF ANY LOW VOLTAGE LIGHT FIXTURES REQUIRE STEP-DOWN TRANSFORMERS, QUANTITY AND LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
6. ALL FIXTURES TO HAVE U.L. CERTIFICATION.
7. ALL EXISTING AND NEW LUMINAIRES SHALL COMPLY WITH SECTION 410.1.30(G) DISCONNECTING MEANS OF THE NEC.

ENERGY COMPLIANCE NOTE

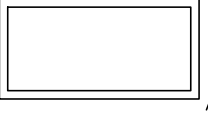
1. AN AUTOMATIC TIME CLOCK SHALL BE THE MEANS OF LIGHTING SHUTOFF PER FBC ENERGY CONSERVATION SECTION FOR ALL AREAS WHERE OCCUPANCY SENSORS ARE NOT USED, AND IT SHALL CONTAIN AN ASTRONOMICAL TIMECLOCK TO SHUT THE TENANT SPACE DOWN AT A SCHEDULED TIME OF DAY.
2. ALL LIGHT CIRCUITS THAT ARE NOT WIRED THROUGH THE ASTRONOMICAL TIME CLOCK SHALL BE CONTROLLED BY OCCUPANCY SENSORS WHICH MUST TURN LIGHTS OFF WITHIN 30 MINUTES AFTER AN OCCUPANT LEAVES THE SPACE.
3. RECORD DRAWINGS OF INSTALLATION AND OPERATION MANUALS ARE TO BE PROVIDED TO THE OWNER AS SPECIFIED IN FLORIDA BUILDING CODE ENERGY CONSERVATION SECTION.

LIGHTING PLAN KEY NOTES

- ① WIRE CIRCUIT THROUGH LIGHTING CONTROL PANEL WITH AN ASTRONOMICAL TIME CLOCK.
- ② OVERRIDE SWITCH TO CONTROL TIME CLOCK. COORDINATE QUANTITY, LOCATION, ZONES, AND NUMBER OF PUSH BUTTONS WITH OWNER PRIOR TO ROUGH-IN.
ZONE 1: CONTROL ROOM PLUS ONE HALLWAY LIGHT
ZONE 2: BREAK ROOM PLUS ONE HALLWAY LIGHT
ZONE 3: ZONE 1 AND ZONE 2 TOGETHER
- ③ WIRE CIRCUIT THROUGH LIGHTING CONTROL PANEL WITH AN ASTRONOMICAL TIME CLOCK AND PHOTOCELL.



LIGHTING SCHEDULE

SYMBOL	DESCRIPTION
	2X4 WESTGATE LPNG-2X4-7KLM-40K-D
	DOWNLIGHT WESTGATE RSLC8-BF-40K
	WALL MOUNTED WESTGATE LVC-24-MCT5-BN
	COMMERCIAL LED CLW4-505WMBR-2835-50W WALL PACK, 7100 LM, 5000K -DLC PREMIUM
	EXISTING FLOOD LIGHT TO REMAIN
EX-1	ELC-COMBOT-RED-120-277VAC 60Hz (SEE ELEC. DWGS FOR LOC.)

THE ENGINEER OR ANY DISCREPANCY BETWEEN THESE DOCUMENTS AND THE BASEBID CONDITIONS FOR THIS PROJECT, THE BIDDER SHALL BE CORRECT THE SAME AS DIRECTED. THE ENGINEERS ARE NOT RESPONSIBLE FOR ANY ADDITIONAL COSTS RESULTING FROM VERIFIABLE EXISTING CONDITIONS DISCOVERED AFTER CONTRACT HAS BEEN AWARDED. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD. ALL CHANGES SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION. NOT FOR BID UNTIL PERMIT HAS BEEN ISSUED.

HVAC GENERAL NOTES	
1 HVAC DRAWINGS ARE DIAGRAMMATICAL IN NATURE AND REPRESENT EXISTING CONDITIONS BASED ON DRAWINGS AND SITE OBSERVATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL ACTUAL CONDITIONS INCLUDING, DUCTWORK AND PIPING LOCATIONS AND SIZES.	EXHAUST GRILLES SHALL BE 6" TO 8" A.F.F. TO BOTTOM OF GRILLE.
2 DUE TO DRAWINGS BEING DIAGRAMMATICAL IN NATURE RISERS AND DROPS ARE NOT SHOWN - CONTRACTOR SHALL INCLUDE THESE IN THE BID - WHERE POSSIBLE ALL RISERS AND DROPS SHALL BE CONSTRUCTED USING 45 DEGREE OR LONG RADIUS ELBOWS.	26 ALL DIFFUSERS IN SAME SPACE SHALL HAVE THE SAME FULL FACE SIZE USING LARGEST SIZE REQUIRED FROM DIFFUSER AND GRILLE SCHEDULE.
3 PROVIDE AND INSTALL NECESSARY DUCTWORK TRANSITIONS AND PIPING INCREASES/REDUCERS AS REQUIRED FOR EQUIPMENT CONNECTIONS. CONSULT MANUFACTURER'S DATA FOR ACTUAL DUCTWORK AND PIPING CONNECTIONS SIZES, INCLUDING, BUT NOT LIMITED TO THOSE SHOWN.	27 PROVIDE CLEAR ACCESS TO FIRE DAMPERS, SMOKE DAMPERS, AND VALVES.
4 AIR CONDITIONING CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND VERIFY ALL CONDITIONS, LOCATIONS, DIMENSIONS, MATERIALS, ELEVATIONS AND COUNTS AS SHOWN AND/OR NOTED ON THE DRAWINGS AND INCLUDE IN THE BID ANY AND ALL FABRICATION REQUIRED PRIOR TO INSTALLATION. THE CONTRACTOR SHALL VERIFY SIZE, ELEVATION, AND PRESENT STATE OF ALL EXISTING UTILITIES.	28 ALL WORK SHALL BE PERFORMED BY A LICENSED AIR CONDITIONING CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE NATIONAL, STATE AND LOCAL CODES AND ORDINANCES.
5 THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF ANY AND ALL EXISTING FIELD CONDITIONS WHICH DEVIATE FROM WHAT WAS SHOWN ON THE PLANS. CONTRACTOR IS RESPONSIBLE TO PROVIDE PRICING FOR A COMPLETE INSTALLATION INCLUDING ANY COSTS ASSOCIATED WITH FIELD CONDITIONS AT THE TIME OF BIDDING.	31 CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
6 IT SHALL BE THE RESPONSIBILITY OF THE AIR CONDITIONING CONTRACTOR FOR THE ADVANCED ORDERING OF LONG LEAD ITEMS SO THAT DELIVERY WILL NOT INTERFERE WITH THE PRODUCTION OF OTHER TRADES RESULTING IN ANY DOWN OR LAG TIME.	32 THE PLUMBING CONTRACTOR SHALL RUN ALL CONDENSATE DRAINS PER PLUMBING SPECIFICATIONS. (SEE PLUMBING SHEETS)
7 IT SHALL BE THE RESPONSIBILITY OF THE AIR CONDITIONING CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS, AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK SHOWN AND/OR NOTED ON THE DRAWINGS. THE DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR EXACT LOCATIONS. THE AIR CONDITIONING CONTRACTOR SHALL INSTALL ALL NECESSARY OFFSETS, BENDS, AND TRANSITIONS AS REQUIRED TO PROVIDE A COMPLETE AND FULLY OPERATIVE SYSTEM. ALL DUCT SIZES ARE CLEAR INSIDE DIMENSIONS. CONTRACTOR SHALL NOTIFY ENGINEER IF DUCT SIZE CHANGES ARE REQUIRED BECAUSE OF EXISTING CONDITIONS.	33 COMBUSTIBLE PIPING IS NOT PERMITTED IN RETURN AIR PLENUMS OR CEILING SPACES USED FOR RETURN AIR.
8 CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS, TESTS, AND ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.	34 THE AIR CONDITIONING CONTRACTOR SHALL USE RADIUS TURNS WITH A 1/5 CENTERLINE TO WIDTH RATIO (1/5 R/W). VANED ELBOWS, SPLITTER DAMPERS WHERE INDICATED, VOLUME CONTROLS IN ALL BRANCH LINES AND SUPPLY AND RETURN AIR DEVICES.
9 AFTER BID SELECTION AND PRIOR TO COMMENCEMENT OF WORK, THE AIR CONDITIONING CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DUCT WORK, EXHAUST FANS, AIR DEVICES, AND EQUIPMENT AS STATED ON SCHEDULES AND OR NOTES. AHRI CERTIFICATES FOR ALL EQUIPMENT SHALL BE INCLUDED IN THE SUBMITTAL PACKAGE. IF THE CONTRACTOR PROPOSES TO USE ANY ARTICLE, DEVICE, PRODUCT, OR MATERIAL WHICH IS NOT AS SPECIFIED, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVE TO THE ENGINEER THAT THE PROPOSED SUBSTITUTION IS EQUAL AND WILL FIT ALLOCATED SPACE.	35 THE AIR CONDITIONING CONTRACTOR SHALL SEAL ALL DUCTS IN AN APPROVED MANNER TO INSURE AGAINST LEAKAGE.
10 LOCATION OF AIR CONDITIONING DUCTS AND AIR DEVICES MAY CHANGE. VERIFY EXACT LOCATION WITH ARCHITECT/ENGINEER PRIOR TO INSTALLATION. DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF DUCTS, DIFFUSERS, GRILLES, REGISTERS, PIPING, EQUIPMENT, ETC. SEE ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF AIR DEVICES.	36 ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID ANY CONFLICTS IN LOCATIONS FOR DUCTS, DIFFUSERS, GRILLES, REGISTERS, PIPING, EQUIPMENT, ETC., IN ORDER TO NOT INTERFERE WITH THE PROGRESS OF CONSTRUCTION.
11 PROVIDE MANUAL VOLUME DAMPERS AT ALL LOW PRESSURE BRANCH DUCTS TO INDIVIDUAL DIFFUSERS AND GRILLES AND TO ALL LOW PRESSURE BRANCH DUCTS TO REHEAT COILS. PROVIDE DAMPERS AS CLOSE AS POSSIBLE TO BRANCH CONNECTION TO MAIN. SEE DIFFUSER AND GRILLE SCHEDULE AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.	37 THE AIR CONDITIONING CONTRACTOR SHALL PROVIDE FLEXIBLE DUCT CONNECTIONS TO ALL FANS, A/C UNITS, OR MECHANICAL EQUIPMENT, EXCEPT FOR EXHAUST HOODS.
12 NO PIPING, DUCTWORK, OR CONDUIT SHALL BE INSTALLED UNTIL IT IS COORDINATED WITH ALL OTHER TRADES AFFECTED. PROVIDE ALL OFFSETS REQUIRED TO AVOID INTERFERENCE WITH OTHER TRADES, EXISTING CONDITIONS AND WITH THE STRUCTURE, INCLUDING, BUT NOT LIMITED TO, THOSE SHOWN.	38 UNLESS NOTED AS EXISTING TO BE REUSED (E) OR RELOCATED (RE), ALL EQUIPMENT, PIPING, DUCTS, REGISTERS, ETC., SHALL BE NEW.
13 SCHEDULE NEW CONSTRUCTION WORK WITH THE OWNER WELL IN ADVANCE. CONSTRUCTION WORK AND DEMOLITION SHALL BE PERFORMED OR REPLACED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.	39 ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR UNDERWRITERS LABEL WHERE APPLICABLE.
14 ALL FINISHES AND SURFACES TO REMAIN WHICH ARE DAMAGED DURING CONSTRUCTION WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.	40 THE AIR CONDITIONING CONTRACTOR SHALL PROVIDE ALL CONTACTORS, STARTERS, RELAYS, AND THERMOSTATS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL SWITCHES, DISCONNECTS, POWER WIRING AND CONTROL WIRING, UNLESS NOTED OTHERWISE.
15 DO NOT BLOCK TUBE PULL OR SERVICE SPACE ON EQUIPMENT WITH PIPING, DUCTWORK, ETC. (FLANGED OR REMOVABLE SECTIONS MAY BE USED IN SOME INSTANCES WHERE TIGHT CLEARANCES EXIST).	41 THE AIR CONDITIONING CONTRACTOR SHALL PROVIDE 1" THICK FARR 30/30 (THROW-AWAY TYPE) FILTERS WITH EACH A/C UNIT.
16 IF NO SIZE IS SHOWN FOR DUCT SERVING DIFFUSER OR GRILLES, USE SIZE SHOWN ON DIFFUSER AND GRILLE SCHEDULE.	42 ALL PENETRATIONS OF FIRE-RATED WALLS, FLOORS OR CEILINGS SHALL BE FIREPROOFED BY A SEALING METHOD AND RATING AS SPECIFIED ON THE DRAWINGS OR AS REQUIRED BY THE LOCAL OR STATE CODES.
17 DUCTWORK ROUTED PARALLEL TO A WALL, RATED OR CORRIDOR SHALL BE INSTALLED WITH MINIMUM 6" CLEARANCE TO ALLOW FOR INSPECTION OF WALL PENETRATIONS. CONTRACTOR SHALL PROVIDE 12" CLEARANCE WHERE POSSIBLE, COORDINATE.	43 AIR HANDLING DEVICES IN EXCESS OF 2000 CFM WILL HAVE A DUCT SMOKE DETECTOR TO STOP THE FAN AND ACTIVATE A HORN AND STROBE LIGHT. ALL EQUIPMENT SHALL BE INTERLOCKED AS REQUIRED BY LOCAL CODES OR FIRE SAFETY OFFICIALS.
18 REFER TO DETAIL SHEETS AND SPECIFICATIONS FOR ADDITIONAL INSTALLATION REQUIREMENTS.	44 ALL WORK SHALL COMPLY WITH BASE BUILDING LIFE SAFETY/SMOKE CONTROL SYSTEM REQUIREMENTS. PROVIDE ALL NECESSARY WIRING, CONTACTORS, RELAYS, ETC., AS REQUIRED FOR INTERFACE WITH BASE BUILDING SYSTEM.
19 CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF EQUIPMENT AND ITEMS TO BE REMOVED TO THE OWNER. ALL ITEMS THAT THE OWNER WISHES TO RETAIN SHALL BE TURNED OVER TO OWNER AND THE REMAINDER SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A PROPER MANNER BY CONTRACTOR.	45 THE AIR CONDITIONING CONTRACTOR SHALL KEEP ALL AREAS IN WHICH WORK IS BEING PERFORMED, FREE FROM DEBRIS AT ALL TIMES AND SAID AREAS SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORKING DAY.
20 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL WORK NECESSARY TO PREPARE THE STRUCTURE FOR THE INSTALLATION AND/OR DEMOLITION WORK OF THE MECHANICAL SYSTEMS. ALL HOLES, OPENINGS AND ANY DAMAGED MATERIALS OR SURFACES SHALL BE REPAIRED AND FINISHED TO MATCH EXISTING.	46 THE AIR CONDITIONING CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS-BUILT DRAWINGS TO THE ENGINEER UPON COMPLETION OF INSTALLATION. IF FIELD CHANGES ARE MADE WHICH DEVIATE FROM ENGINEERING DRAWINGS TO THE EXTENT THAT THE BUILDING DEPARTMENT REQUIRES, THESE CHANGES BE INCORPORATED PRIOR TO INSPECTION. THE CONTRACTOR SHALL PROVIDE SKETCHES TO THE ENGINEER FOR INCORPORATION INTO THE BUILDING PLANS. ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID FOR BY THAT CONTRACTOR.
21 ALL DEMOLITION WORK SHALL COMPLY WITH NFPA 241 AND THE REQUIREMENTS OF THE OWNER.	47 AIR CONDITIONING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP TO BE FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN (1) YEAR FROM DATE OF ACCEPTANCE, AND ALL GUARANTEES AND WARRANTIES SHALL BE DELIVERED TO THE OWNER. COMPRESSORS SHALL HAVE EXTENDED FIVE YEAR WARRANTIES.
22 PROVIDE TEMPORARY FILTERS ON ALL RETURN AIR GRILLES AND TRANSFER OPENINGS IN THE WORK AREA.	48 PRIOR TO INSTALLATION, THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION OF ALL EQUIPMENT WITH THE OWNER'S REPRESENTATIVE AND THE ACTUAL EQUIPMENT BEING FURNISHED.
23 EXISTING SYSTEMS SHOWN ON THE DRAWINGS ARE BASED ON AVAILABLE RECORD DRAWINGS. THIS INFORMATION IS ONLY PARTIALLY VERIFIED. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY AND INVESTIGATE ALL CONDITIONS THAT AFFECTS THE WORK PRIOR TO SUBMITTING THE BID.	49 PRESENT AIR CONDITIONING EQUIPMENT WHERE INDICATED ON THE DRAWINGS IS FOR INFORMATION ONLY AND THE CONTRACTOR SHALL INCLUDE THE INSTALLATION OF CONDUIT AND WIRE AS REQUIRED. THE INSTALLATION OF NEW EQUIPMENT THAT INTERFERES WITH EXISTING SHALL BE REMOVED, RELOCATED, OR RE-ROUTED TO PERMIT COMPLETION OF SUCH WORK.
24 INSTALL AHU CONTROL PANELS TO PROVIDE FOR 3'-0" MIN. CLEARANCE IN FRONT OF PANEL.	50 SALVAGED MATERIALS, EQUIPMENT, AND DIFFUSERS SHALL BE DELIVERED TO THE OWNER AT HIS PROPERTY AND STORED WITHIN THE BUILDING WHERE DIRECTED. ANY REMOVED MATERIALS OR EQUIPMENT WHICH THE OWNER DOES NOT WISH TO KEEP SHALL BE DISPOSED OF BY THE CONTRACTOR, WITHOUT ADDITIONAL COST TO THE OWNER.
25 UNLESS OTHERWISE NOTED ON PLANS, LOW RETURN AIR GRILLES AND LOW	51 THE AIR CONDITIONING CONTRACTOR SHALL DETERMINE THE EXTENT TO WHICH EXISTING DUCTWORK AND PIPING WILL HAVE TO BE RE-ROUTED, RELOCATED, OR RECONNECTED, AND THE AMOUNT OF ADDITIONAL WORK WHICH MAY BE REQUIRED DUE TO THE PHYSICAL CONDITIONS OF THE DUCTWORK & PIPING SHALL BE PERFORMED UNDER THIS CONTRACT WITHOUT ADDITIONAL CHARGES TO THE OWNER.
	52 INTERRUPTION OF EXISTING FACILITIES OR SERVICES SHALL BE KEPT TO A MINIMUM AND THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR REQUIRED WHENEVER TEMPORARY CONDITIONS ARE NECESSARY TO MAINTAIN CONTINUITY OF SERVICE. INTERRUPTION OF SERVICES, THE INSTALLATION OF TEMPORARY FACILITIES, AND THE WORK OF MAKING FINAL CONNECTIONS TO NEW WORK SHALL BE DONE ONLY AT SUCH TIMES AS PERMITTED AND SCHEDULED BY THE OWNER WITHOUT ADDITIONAL COST. THE AIR CONDITIONING CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE SERVICE INTERRUPTIONS WITH THE OWNER & GENERAL CONTRACTOR.
	53 ALL ROOF MOUNTED EQUIPMENT SHALL BE MOUNTED ON CURBS OR STANDS. CURBS AND STANDS SHALL BE FLORIDA PRODUCT APPROVED OR MIAMI DADE PRODUCT APPROVED AND HAVE CURRENT NOTICE OF ACCEPTANCE (NOA). CURBS AND STANDS SHALL BE ATTACHED TO THE ROOF STRUCTURE AND THE EQUIPMENT SHALL BE ATTACHED TO THE CURB OR STAND IN ACCORDANCE WITH THE NOA DOCUMENTS.

UL LISTING AND NRTL CERTIFICATIONS NOTE

CONTRACTOR/MANUFACTURER SHALL PROVIDE COMPLETE DOCUMENTATION AND CERTIFICATIONS FOR ANY EQUIPMENT THAT HE/SHE PROPOSES WITH A NRTL (NATIONALLY RECOGNIZED TESTING LAB) LISTING AND LABELING EQUIVALENT TO THE BASIS OF DESIGN LISTING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM ACCEPTABILITY BY THE LOCAL AHJ AND AGENCIES FOR THE NRTL LISTING AND CERTIFICATION FOR THE PRODUCTS HE PROPOSES AND DEMONSTRATE SUCH AS PART OF THE PRODUCT DATA SUBMISSION AND INSTALLATION.

EQUIPMENT CLEARANCE

- CONTRACTOR TO VERIFY SUFFICIENT ACCESS AND WORKING SPACE IS PROVIDED AND MAINTAINED ABOUT ALL MECHANICAL EQUIPMENT TO PERMIT READY AND SAFE OPERATION AND MAINTENANCE OF SUCH EQUIPMENT AS PER NEC AND FLORIDA BUILDING CODE MECHANICAL.

A/C LEGEND	
	4W - DIFFUSER
	2W - DIFFUSER
	TRANSITION
	MANUAL VOLUME DAMPER (M.V.D.)
	FIRE DAMPER (F.D.)
	THERMOSTAT
	TEMPERATURE & HUMIDITY CONTROL / SENSOR
	LIQUID/SUCTION LINE
	DIFFUSER TYPE CFM
	LINEAR DIFFUSER
	RETURN AIR GRILLE
	EXHAUST AIR GRILLE
	SIDEWALL DIFFUSER/GRILLE
	EXHAUST FAN
	EXISTING VAV BOX
ABBREVIATIONS	
A.F.F.	ABOVE FINISHED FLOOR
R.A.	RETURN AIR
R.C.	ROOF CAP
W.C.	WALL CAP
O/A	OUTSIDE AIR
S.A.D.	SUPPLY AIR DUCT
R.A.D.	RETURN AIR DUCT
R.A.G.	RETURN AIR GRILLE
E.A.G.	EXHAUST AIR GRILLE
T.E.D.	TOILET EXHAUST DUCT
AVD	AUTOMATED VOLUME DAMPER
FHP	FLORIDA HEAT PUMP
AHU	AIR HANDLER UNIT
CU	CONDENSING UNIT
WAHU	WALL MOUNTED AIR HANDLER UNIT
CAHU	CEILING MOUNTED AIR HANDLER UNIT
(NI)	NEW
(E)	EXISTING TO REMAIN
(DI)	EXISTING TO BE DEMOLISH
(RE)	RELOCATE EXISTING
(R)	RELOCATED
	SUPPLY DUCT (UP & DOWN)
	RETURN DUCT (UP & DOWN)
	EXHAUST DUCT (UP & DOWN)
	O/A DUCT (UP & DOWN)
	NEW CONSTRUCTION
	EXISTING TO REMAIN (E)
	EXISTING TO BE REMOVED (DI)
	REMOVE EXISTING TO THIS POINT
	CONNECT TO EXIST. AT THIS POINT

FLORIDA BUILDING CODE 2017 CONFORMANCE

- CONTRACTOR TO PROVIDE ALL LABOR AND MATERIAL TO CONFORM TO FBC 2017 6TH EDITION, RELATED SECTIONS, AND STANDARDS.
- OWNER SHALL PROVIDE SERVICES OF AN INDEPENDENT COMMISSIONING AGENT(X) TO PREPARE FUNCTIONAL TEST PROCEDURES, AS REQUIRED BY FBC.
- CONTRACTOR SHALL PROVIDE SERVICES TO TEST, BALANCE AND COMMISSION THE SYSTEM VIA AN INDEPENDENT AGENT.
- CONTRACTOR TO PROVIDE COMPLETE CERTIFICATIONS AND CHECKLISTS AS REQUIRED BY FBC FOR HIS WORK RESPONSIBILITIES.

CONTRACTOR NOTES:

CONTRACTOR SHALL PROVIDE A FULLY OPERATIONAL AND CODE COMPLIANT MECHANICAL SYSTEM. THESE DRAWINGS MAY OR MAY NOT INCLUDE ALL THE DETAILS, EQUIPMENT, AND ACCESSORIES TO ACCOMPLISH THIS. THE CONTRACTOR SHALL REVIEW THEM IN CONJUNCTION WITH ALL THE OTHER TRADES/DISCIPLINES AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER IN FORM OF RFI PRIOR TO BIDDING AND CONSTRUCTION.

ALL WORK SHALL BE PERFORMED BY A LICENSED MECHANICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. ALL WORK SHALL BE DONE IN COMPLIANCE WITH THE FLORIDA ENERGY CONSERVATION CODE-2017, SEC.500 FLORIDA BUILDING CODE-2017 SEC. 3004, AND ALL OTHER APPLICABLE CODES AND LOCAL ORDINANCES.

UPON COMPLETION OF THE WORK, A TEST SHALL BE CONDUCTED IN THE PRESENCE AND UNDER DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, QUALIFIED TO CONDUCT SUCH TESTS. THE TEST SHALL SHOW COMPLIANCE WITH THE CODE REQUIREMENTS FOR VENTILATION AND THE PROPER FUNCTIONING OF ALL OPERATING DEVICES, BEFORE THE SYSTEM IS APPROVED. ALL INSPECTIONS AND TESTS WILL BE MADE IN COMPLIANCE WITH FBC 2017 BUILDING CODE.

LIFE SAFETY NOTE

- CONTRACTOR IS CAUTIONED TO REFER TO ARCHITECT'S LIFE SAFETY DRAWINGS FOR RATED WALLS, CONSTRUCTION
- PROVIDE COMPLETE REQUIRED FIRE DAMPERS, FIRE/SMOKE DAMPERS, RELEASING A P. SMOKE DETECTORS, HVAC INTERLOCKING ETC. TO MEET AHJ/PERMIT/F.O.O. REQUIREMENTS.
- COORDINATE WITH ALL PROJECT DRAWINGS.

NOTE:

ALL WIND LOAD CALCULATIONS AND OTHER COMPLIANCE CALCULATIONS AND/OR INSTALLATION DETAILS FOR ROOF MOUNTED EQUIPMENT AS REQUIRED BY 2017 FBC SEC. 1509, 1522 AND CHAPTER 16, SHALL BE PROVIDED BY STRUCTURAL ENGINEER, ARCHITECT, OR MECHANICAL CONTRACTOR. CALCULATIONS AND/OR DETAILS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER FOR NON PRE-APPROVED CONFIGURATIONS DEVIATING FROM THE ORIGINAL CONSTRUCTION DOCUMENTS. ALL INSTALLED ELECTRICAL DEVICES SHALL BE PROVIDED WITH THE ADEQUATE NEMA ENCLOSURES FOR THE CORRECT CLIMATIC CONDITIONS.

CONTRACTOR SHALL PROVIDE A FULLY OPERATIONAL, AND CODE COMPLIANT MECHANICAL SYSTEM. THESE DRAWINGS MAY OR MAY NOT INCLUDE ALL THE DETAILS, EQUIPMENT, AND ACCESSORIES TO ACCOMPLISH THIS. THE CONTRACTOR SHALL REVIEW THEM IN CONJUNCTION WITH ALL THE OTHER TRADES/DISCIPLINES AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER IN FORM OF RFI PRIOR TO BIDDING AND CONSTRUCTION.

ALL WORK SHALL BE PERFORMED BY A LICENSED MECHANICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER.

ALL WORK SHALL BE DONE IN COMPLIANCE WITH THE FLORIDA ENERGY CONSERVATION CODE-2017, SEC.500 FLORIDA BUILDING CODE-2017 SEC. 3004, AND ALL OTHER APPLICABLE CODES AND LOCAL ORDINANCES.

UPON COMPLETION OF THE WORK, A TEST SHALL BE CONDUCTED IN THE PRESENCE AND UNDER DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR REGISTERED ARCHITECT, QUALIFIED TO CONDUCT SUCH TESTS. THE TEST SHALL SHOW COMPLIANCE WITH THE CODE REQUIREMENTS FOR VENTILATION AND THE PROPER FUNCTIONING OF ALL OPERATING DEVICES, BEFORE THE SYSTEM IS APPROVED. ALL INSPECTIONS AND TESTS WILL BE MADE IN COMPLIANCE WITH FBC 2017 BUILDING CODE.

DUCTWORK

- ALL GENERAL AND TOILET EXHAUST AIR DUCTWORK SHALL BE UNINSULATED GALVANIZED SHEET METAL OF LOCK-FORMING QUALITY UNLESS NOTED OTHERWISE. IN ACCORDANCE WITH THE LATEST SMACNA STANDARDS, DRYER EXHAUST DUCT SHALL BE INSULATED WITH 1-1/2" WRAP 5' UPSTREAM OF DISCHARGE. ALL TOILET DUCTWORK IS TO BE OF AIR TIGHT CONSTRUCTION WHEN ROUTED IN A RETURN PLENUM. DRYER DUCTWORK SHALL NOT EXTEND INTO OR THROUGH DUCTS OR PLENUMS.
- ALL COMMON AREA SUPPLY DUCTWORK SHALL BE 1.5" FIBERGLASS (R-6.0) CONSTRUCTED FOR 2" wg IN ACCORDANCE WITH THE LATEST SMACNA STANDARDS (WHERE APPLICABLE IN COMMERCIAL BUILDINGS).
- FLEXIBLE DUCTS: EITHER SPIRAL ROUND SPRING STEEL WITH ALUMINIZED SHEATHING OR CORRUGATED ALUMINUM SHALL COMPLY WITH UL181. PROVIDE 1.5 INCH THICK (INSTALLED VALUE OF R6.0) CONTINUOUS FLEXIBLE FIBERGLASS SHEATH WITH ALUMINIZED VAPOR BARRIERS JACKET. MAXIMUM LENGTH OF FLEXIBLE DUCT SHALL NOT EXCEED 20 FEET AND SHALL SERVICE ONE AIR DEVICE ONLY.

COORDINATION NOTES:

- A/C CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE HIS WORK/EQUIPMENT FOR SIZE, LOCATION, CLEARANCE, ACCESS AND ELECTRICAL CHARACTERISTICS WITH ALL OTHER TRADES AND TO PROVIDE SHOP DRAWINGS TO THE ENGINEER FOR REVIEW BEFORE INSTALLATION OF DUCTWORK, PIPING, OR EQUIPMENT. SHOP DRAWINGS WILL INCLUDE BEAM OR STRUCTURE ELEVATION & REQUIRED EQUIPMENT ACCESS AREAS. CONTRACTOR SHALL INFORM ENGINEER OF ANY CLEARANCE PROBLEMS WITH OTHER TRADES BEFORE INSTALLATION.
- WALL, ROOF, AND CEILING OPENINGS INDICATED ON CONTRACT DRAWINGS ARE NOMINAL DIMENSIONS ONLY AND ALL DUCT, PIPE OR EQUIPMENT PENETRATIONS SHALL BE SLEEVED AND FIRE RATED AS REQUIRED, ADJUST OPENINGS FOR STRUCTURE.
- COORDINATE LOCATION OF CEILING DIFFUSERS, GRILLES, REGISTERS AND DUCTS IN THE FIELD WITH LIGHTS, SPRINKLERS AND ARCHITECTURAL/STRUCTURAL ELEMENTS.
- COORDINATE LOCATION OF A/C EQUIPMENT AND ACCESS SPACE, THERMOSTATS, FANS AND DUCTWORK WITH BUILDING STRUCTURE AND OTHER TRADES SO THAT NO INTERFERENCES OCCUR.
- COORDINATE LOCATION OF SMOKE DETECTORS TO PROVIDE 3 FT. MIN. BETWEEN EDGE OF 5/4" DIFFUSERS AND CLG. MOUNTED SMOKE DETECTORS.
- ALL MECHANICAL SYSTEMS ARE TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE SECTIONS OF THE NFPA STANDARDS, ANSI STANDARDS, THE LOCAL BUILDING CODE, NOISE & HEIGHT ORDINANCES, PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL RESIZE (INCREASE THE CROSS-SECTIONAL AREA OF THE) DUCTWORK TO ACHIEVE THE AIRFLOWS SHOWN IN CASE THE EXISTING AHU DOES NOT HAVE ENOUGH ESP. THIS SHALL BE DONE AT NO COST TO THE OWNER.
- ALL MECHANICAL WORK SHALL MEET ALL THE REQUIREMENTS OF THE "FLORIDA BUILDING CODE", BROWARD COUNTY AMMENDMENTS TO THE F.B.C. AND ALL APPLICABLE CODES AND STANDARDS.
- IT IS THE INTENT OF THE PLANS AND GENERAL NOTES TO PROVIDE A COMPLETE, AND OPERATING INSTALLATION INCLUDING ALL NECESSARY ITEMS REQUIRED, EVEN THOUGH ITEMS ARE NOT INDICATED ON THE DRAWINGS OR IN THE NOTES. WORK CONSIDERED NECESSARY FOR THE COMPLETION OF THE WORK IN PROPER MANNER NOT SHOWN ON THE PLANS OR NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING PRIOR TO BIDS OTHERWISE WORK SHALL NOT BE ADDITIONALLY CHARGED AFTER BID IS AWARDED.
- VERIFY VOLTAGE WITH ELECTRICAL CONTRACTOR BEFORE ORDERING ANY EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR ANY ADDED ELECTRICAL COSTS WHICH MAY RESULT FROM SUBSTITUTED EQUIPMENT. PROVIDE SINGLE POINT ELECTRICAL CONNECTIONS FOR ALL HVAC EQUIPMENT UNLESS OTHERWISE SPECIFIED. PROVIDE TRANSFORMERS AS REQUIRED TO OPERATE FIRESTATS, THERMOSTATS, CONDENSATE PUMPS, FANS, AND ANY OTHER EQUIPMENT IN THE MECHANICAL DRAWINGS.
- COORDINATE EXACT LOCATION OF SUPPLY AIR DIFFUSERS AND RETURN AIR GRILLES WITH ARCHITECTURAL REFLECTED CEILING PLANS.
- MAINTAIN A COMPLETE SET OF MECHANICAL PRINTS FOR INDICATING ALL CHANGES. USE COLORED PENCIL TO MAKE CHANGES AT THE TIME OF EXECUTION. PROVIDE A COMPLETE SET OF AS-BUILT DRAWINGS TO THE ENGINEER. CHANGES FROM THE CONTRACT DOCUMENTS REQUIRED FOR A CERTIFICATE OF OCCUPANCY NOT APPROVED BY THE ARCHITECT AND ENGINEER IN WRITING SHALL BE REVIEWED BY THE ENGINEER AT THE CONTRACTORS EXPENSE. DELIVER THE SET TO THE ARCHITECT PRIOR TO ISSUANCE OF FINAL PAYMENT.

SCOPE OF WORK

- THE PROJECT IS A TENANT IMPROVEMENT WHICH INCLUDES REPLACEMENT (CHANGE-OUT) OF EXISTING A/C UNITS AND EXHAUST FANS IN LIVING UNITS.

MECHANICAL SHEET INDEX

SHEET#	DESCRIPTION
M01	MECHANICAL NOTES, LEGEND, AND INDEX.
M11	MECHANICAL PLAN, CALCS, SCHEDULES, AND DETAILS

NOTES:

- FOLLOW MFR'S INSTRUCTIONS FOR INSTALLATION OF SUPPLY DIFFUSER IN CEILING.
- SHEET METAL DUCTS SHALL BE FABRICATED & INSTALLED PER THE LATEST EDITION OF SMACNA, AND THE FLORIDA ENERGY CONSERVATION CODE.
- ALTERNATE INTERPRETATIONS OF SMACNA DUCT MATERIAL, HANGERS AND REINFORCEMENTS ARE SUBJECT TO ENGINEER APPROVAL, AND REQUIRE SEPARATE SUBMITTAL OF THE ALTERNATES.
- FLEXIBLE DUCT CONNECTORS SHALL BE PROVIDED AT CONNECTIONS TO ALL EQUIPMENT.
- RECTANGULAR ELBOWS SHALL BE SQUARE NECK (SAME IN & OUT DIMENSIONS) WITH 2" DOUBLE THICKNESS TURNING VANES.
- OFFSETS SHALL NOT REDUCE THE FREE AREA, AND SHALL NOT EXCEED 30° UNLESS OTHERWISE SPECIFIED.
- TRANSITIONS SHALL NOT EXCEED 13 RATIO (4" TRANSITION PER FOOT SINGLE SIDED TRANSITION, AND 8" PER FOOT DOUBLE SIDED TRANSITION).
- ROUND DUCT CONNECTIONS SHALL BE SPIN-IN TYPE, WITH DAMPER AND HANDLE SPRAY PAINT LOCATIONS OF HANDLES.
- FLEXIBLE DUCT SHALL INCLUDE AN INNER POLYETHYLENE LINER, A SPRING HELIX, 1-1/2" BLANKET INSULATION WITH A MINIMUM INSTALLED R-VALUE OF 6.0, A FOIL OUTER VAPOR BARRIER, AND BE UL-181 APPROVED.
- ALL TAPE SHALL BE FASSON 0810 (NO SUBSTITUTIONS), SMACNA APPROVED.
- COMPLETELY SEAL ALL SUPPLY, RETURN AND OUTSIDE AIR DUCTS WITH RCD #6 MASTIC OR "HARDCAST" MASTIC TAPE (NO SUBSTITUTIONS).
- HANGER WIRE OR STRAPS 5'-0" MAX DISTANCE BETWEEN SUPPORTS. MAX SAG 1/2" PER FOOT OF SUPPORT SPACING. SUPPORTS SHALL BE PROVIDED WITHIN 18" OF INTERMEDIATE FITTING AND BETWEEN INTERMEDIATE FITINGS AND BENDS.
- 1-1/2" GALV STEEL BAND CLAMP TO MATCH DUCT.

MECHANICAL DEMOLITION NOTES

- FOR EQUIPMENT AND SYSTEMS TO REMAIN, OR REUSE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CONDITION OF EXACT SIZES AND LOCATION OF EXISTING DUCT AND PIPING ETC. BEFORE DEMOLITION WORK IS BEGUN. REPORT ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL FIELD CONDITIONS TO THE OWNER AND ENGINEER PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.
- REMOVE THE INDICATED HVAC ITEMS AS SHOWN ON PLANS. THIS INCLUDES ALL HANGERS, STRAPS AND RELATED MATERIAL. AS DIRECTED THIS MATERIAL SHALL BE REMOVED FROM THE SITE OR TURNED OVER TO THE OWNER (AS DIRECTED BY THE OWNER).
- CAP AND SEAL AIR TIGHT ALL POINTS AT WHICH DUCTWORK IS REMOVED FROM DUCTWORK THAT WILL REMAIN.
- PATCH AND MATCH OPENINGS IN WALLS TO MAINTAIN THE INTEGRITY OF THE WALL WHERE AIR DEVICES, MATCHES, PIPING, ETC. HAVE BEEN REMOVED. (MAINTAIN THE EXISTING RATINGS).
- CONTRACTOR SHALL VERIFY CLEARANCE REQUIREMENTS AND INDICATE ROUTING OF NEW DUCTWORK BEFORE FABRICATION BEGINS AS RISES AND DROPS MAY BE NECESSARY DUE TO EXISTING FIELD CONDITIONS.
- ALL DEMOLITION WORK SHALL COMPLY WITH NFPA 241 AND THE REQUIREMENTS OF THE OWNER.

NOTE:

ALL WIND LOAD CALCULATIONS AND OTHER COMPLIANCE CALCULATIONS AND/OR INSTALLATION DETAILS FOR EQUIPMENT AS REQUIRED BY 2017 FBC SEC. 1509, 1522 AND CHAPTER 16, SHALL BE PROVIDED BY STRUCTURAL ENGINEER OR ARCHITECT OR MECHANICAL CONTRACTOR. CALCULATIONS AND/OR DETAILS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER FOR NON PRE-APPROVED CONFIGURATIONS DEVIATING FROM THE ORIGINAL CONSTRUCTION DOCUMENTS.

ALL INSTALLED ELECTRICAL DEVICES SHALL BE PROVIDED WITH THE ADEQUATE NEMA ENCLOSURES FOR THE CORRECT CLIMATIC CONDITIONS.

CONTRACTOR SHALL PROVIDE A FULLY OPERATIONAL, AND CODE COMPLIANT MECHANICAL SYSTEM. THESE DRAWINGS MAY OR MAY NOT INCLUDE ALL THE DETAILS, EQUIPMENT, AND ACCESSORIES TO ACCOMPLISH THIS. THE CONTRACTOR SHALL REVIEW THEM IN CONJUNCTION WITH ALL THE OTHER TRADES/DISCIPLINES AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER IN FORM OF RFI PRIOR TO BIDDING AND CONSTRUCTION.

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UPON COMPLETION OF THE WORK, A TEST SHALL BE CONDUCTED IN THE PRESENCE AND UNDER DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, QUALIFIED TO CONDUCT SUCH TESTS. THE TEST SHALL SHOW COMPLIANCE WITH THE CODE REQUIREMENTS FOR VENTILATION AND THE PROPER FUNCTIONING OF ALL OPERATING DEVICES, BEFORE THE SYSTEM IS APPROVED. ALL INSPECTIONS AND TESTS WILL BE MADE IN COMPLIANCE WITH FBC 2017 BUILDING CODE.

TYPICAL @ EA. AHU, PROVIDE "SAFE-T-SWITCH" CONDENSATION CONTROL SYSTEM INSIDE THE PRIMARY DRAIN THAT SHUTS OFF THE SYSTEM TO DETECT AND PREVENT CLOGGING, OR APPROVED EQUAL.

MIN. CLEARANCE OF 4" IS REQ. BETWEEN UNIT AND WALL AS PER FBC CHAP 13, SEC. 610.14BC.3.3.3 AND FMC SEC. 602.13

CONTRACTOR NOTES:

CONTRACTOR SHALL PROVIDE A FULLY OPERATIONAL AND CODE COMPLIANT MECHANICAL SYSTEM. THESE DRAWINGS MAY OR MAY NOT INCLUDE ALL THE DETAILS, EQUIPMENT, AND ACCESSORIES TO ACCOMPLISH THIS. THE CONTRACTOR SHALL REVIEW THEM IN CONJUNCTION WITH ALL THE OTHER TRADES/DISCIPLINES AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER IN FORM OF RFI PRIOR TO BIDDING AND CONSTRUCTION.

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JORGE CASTRO-CALOU - AR87469

OWNER:

Miami Dade
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Miami Dade, Florida

CONSULTANTS

DATE: 09/24/2020

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CONTRACTOR GENERAL CONDITIONS NOTES

1. RFI'S- CONTRACTOR SHALL SUBMIT RFIS WITH HIS PROPOSED SOLUTION IN A TIMELY MANNER. CONTRACTOR RECOGNIZES THE CONSULTANT SHALL REQUIRE UP TO 5 WORKING DAYS TO RESPOND.
2. SUBMITTALS AND PRODUCT DATA- CONTRACTOR SHALL PREPARE A SUBMITTAL SCHEDULE FOR APPROVAL BY THE A/E. CONTRACTOR RECOGNIZES THE CONSULTANT SHALL REQUIRE UP TO 10 WORKING DAYS TO REVIEW SUBMISSIONS. ALL SUBMITTALS & PRODUCT DATA, SHALL BE CLEARLY STAMPED AND INDICATED APPROVED BY THE CONTRACTOR PRIOR TO SUBMISSION TO THE CONSULTANT.
3. SHOP DRAWINGS- CONTRACTOR SHALL PREPARE A SHOP DRAWING SCHEDULE FOR APPROVAL BY THE A/E. CONTRACTOR RECOGNIZES THE CONSULTANT SHALL REQUIRE UP TO 10 WORKING DAYS TO REVIEW SHOP DRAWINGS. ALL SHOP DRAWINGS, SHALL BE CLEARLY STAMPED AND INDICATED APPROVED BY THE CONTRACTOR PRIOR TO SUBMISSION TO THE CONSULTANT.
4. LAYOUT AND COORDINATION DRAWINGS- CONTRACTOR SHALL PREPARE SCALED COMPREHENSIVE COORDINATED LAYOUT DRAWINGS, PROVIDE SECTIONS, GENERAL ARRANGEMENTS, ELEVATIONS INCLUDING ALL DISCIPLINES FOR HIS PROPOSED LAYOUT AND ROUTING PRIOR TO FABRICATION. SUBMIT TO OWNER AND A/E FOR REVIEW AND GENERAL CONFORMANCE. PROVIDE DRAWINGS THAT DEMONSTRATE VIA COORDINATED ELEMENTS AND SYSTEMS WITH STRUCTURE THAT CLEARLY INDICATE PROPOSED SYSTEMS WILL FIT, FUNCTION AS INTENDED, BE FREE OF INTERFERENCES AND CONFORM TO REQUIRED CODE AND MANUFACTURER WORKING AND MAINTENANCE CLEARANCES.
5. DEVIATIONS FROM BASIS FOR DESIGN SYSTEMS SHALL BE CLEARLY IDENTIFIED ON ALL SUBMISSIONS.
6. SUBSTITUTIONS:
 - A. CONTRACTOR SHALL PREPARE REQUESTS WITH COMPLETE COORDINATION INFORMATION, INCLUDE ALL CHANGES REQUIRED IN OTHER ELEMENTS OF THE WORK TO ACCOMMODATE THE SUBSTITUTION INCLUDING WORK PERFORMED BY THE OWNER AND THE SEPARATE CONTRACTORS.
 - B. PROVIDE COMPLETE SUPPORTING DATA QUALIFYING THE SUBSTITUTION COMPARED TO THE BASIS OF DESIGN SYSTEM.
 - C. PROVIDE A STATEMENT INDICATING THE EFFECT THE SUBSTITUTION WILL HAVE ON THE WORK SCHEDULE IN COMPARISON TO THE SCHEDULE WITHOUT APPROVAL OF THE PROPOSED SUBSTITUTION, INCLUDE INFORMATION REGARDING THE EFFECT OF THE PROPOSED SUBSTITUTION ON THE CONTRACT TIME.
 - D. PROVIDE CERTIFICATION BY THE CONTRACTOR TO THE EFFECT THAT, IN THE CONTRACTOR'S OPTION, AFTER THOROUGH EVALUATION, THE PROPOSED SUBSTITUTION WILL RESULT IN WORK THAT IN EVERY SIGNIFICANT RESPECT IS EQUAL TO OR BETTER THAN THE WORK REQUIRED BY THE CONTRACTOR DOCUMENTS AND THAT IT WILL PERFORM ADEQUATELY IN THE APPLICATION INDICATED.
 - E. CONSULTANT'S EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR OR APPROVED BY THE OWNER SHALL BE COMPENSABLE TO THE CONSULTANT BY THE CONTRACTOR.
7. AS BUILDS- THE CONTRACTOR SHALL MAINTAIN AND PREPARE A COMPLETE AND ACCURATE SET OF AS BUILDS DURING THE PROJECT AND ISSUE TO THE A/E AND OWNER AT PROJECT CLOSEOUT. DURING THE COURSE OF THE PROJECT, THE CONTRACTOR SHALL DOCUMENT, ISSUE SKETCHES OR SCALED DRAWINGS FOR FIELD CHANGES THAT ARE PROPOSED OR MADE WHICH VARY FROM THE BASIS OF DESIGN. CONSULTANT EXPENSES THAT ARE INCURRED DUE TO SERVICES OR REVISIONS REQUIRED BY BUILDING DEPARTMENT, OWNER, CONTRACTOR, MANUFACTURER SHALL BE COMPENSABLE TO THE CONSULTANT BY THE CONTRACTOR.
8. INSTALLATION, TESTING AND BALANCING, START UP, COMMISSIONING AND PERFORMANCE TROUBLESHOOTING OF SYSTEMS- CONTRACTOR RECOGNIZES HE IS SOLELY RESPONSIBLE FOR PERFORMANCE AND COMPLETION OF THESE SERVICES AS PART OF THE PROJECT REQUIREMENTS. DURING THE COURSE OF THE PROJECT, THE CONTRACTOR SHALL DOCUMENT THE SERVICES COMPLETED TO THE OWNER AND A/E. CONSULTANT EXPENSES THAT ARE INCURRED DUE TO SUPPORTING SERVICES OR REVISIONS REQUIRED BY BUILDING DEPARTMENT, OWNER, CONTRACTOR, MANUFACTURER SHALL BE COMPENSABLE TO THE CONSULTANT BY THE CONTRACTOR.

OUTDOOR AIR CALCULATIONS

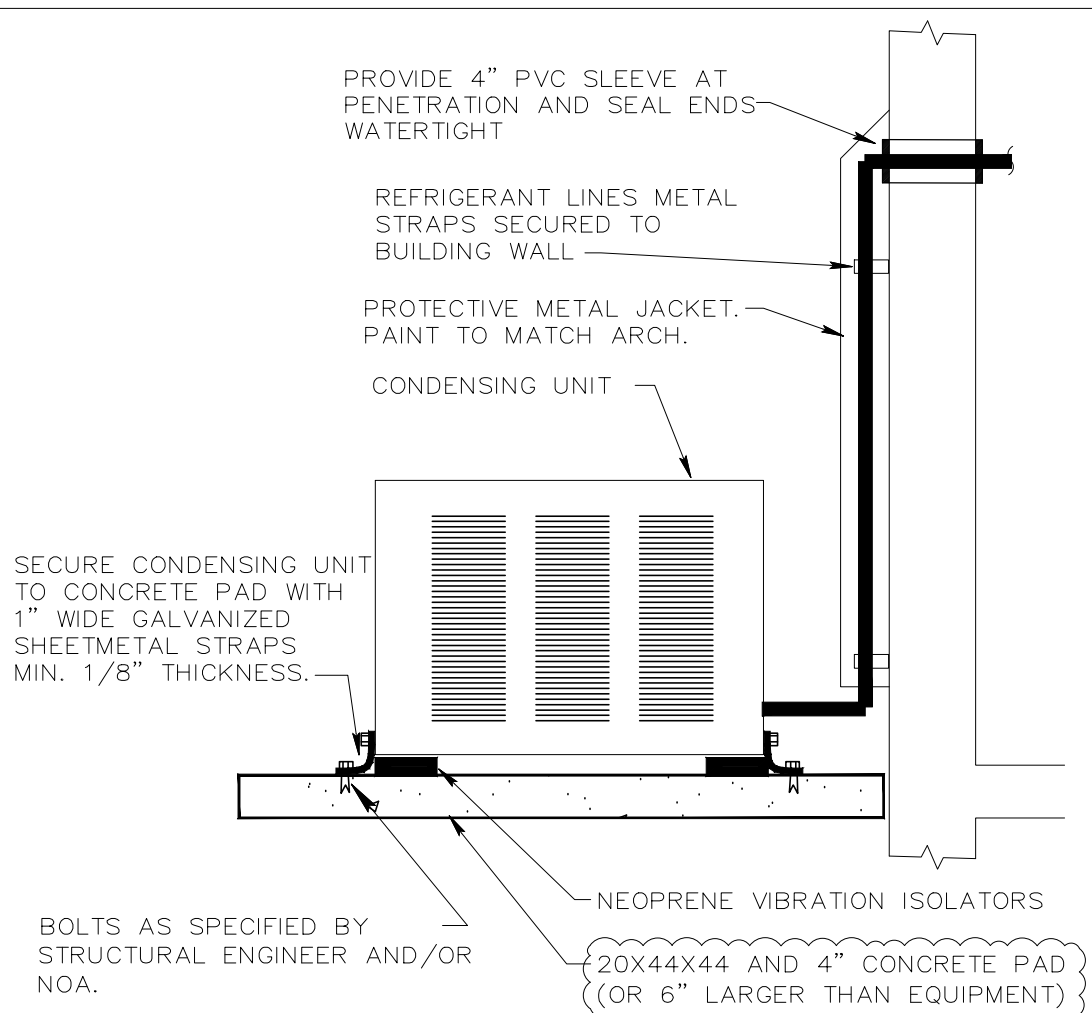
UNIT	SPACE TYPE	NET SQ.FT.	OCCUPANCY DENSITY PER 1000 SQ.FT.	ESTIMATED OCCUPANCY	VENTILATION RATE CFM/PERSON	VENTILATION RATE CFM/SQ.FT.	MINIMUM OUTDOOR AIR REQUIRED (CFM)	OUTDOOR AIR PROVIDED (CFM)
AHU-1	OFFICE SPACE	489	-	2	5.0	0.06	10-31+1	70

1. OCCUPANT DENSITIES AND VENTILATION RATES BASED ON TABLE 4.03.3 OF THE 2017 FLORIDA MECHANICAL CODE. ACTUAL OCCUPANCY BASED ON INFORMATION PROVIDED BY OWNER AND/OR ARCHITECT.
2. OUTDOOR AIR REQUIRED PROVIDED BY AHU-12

AIR BALANCE

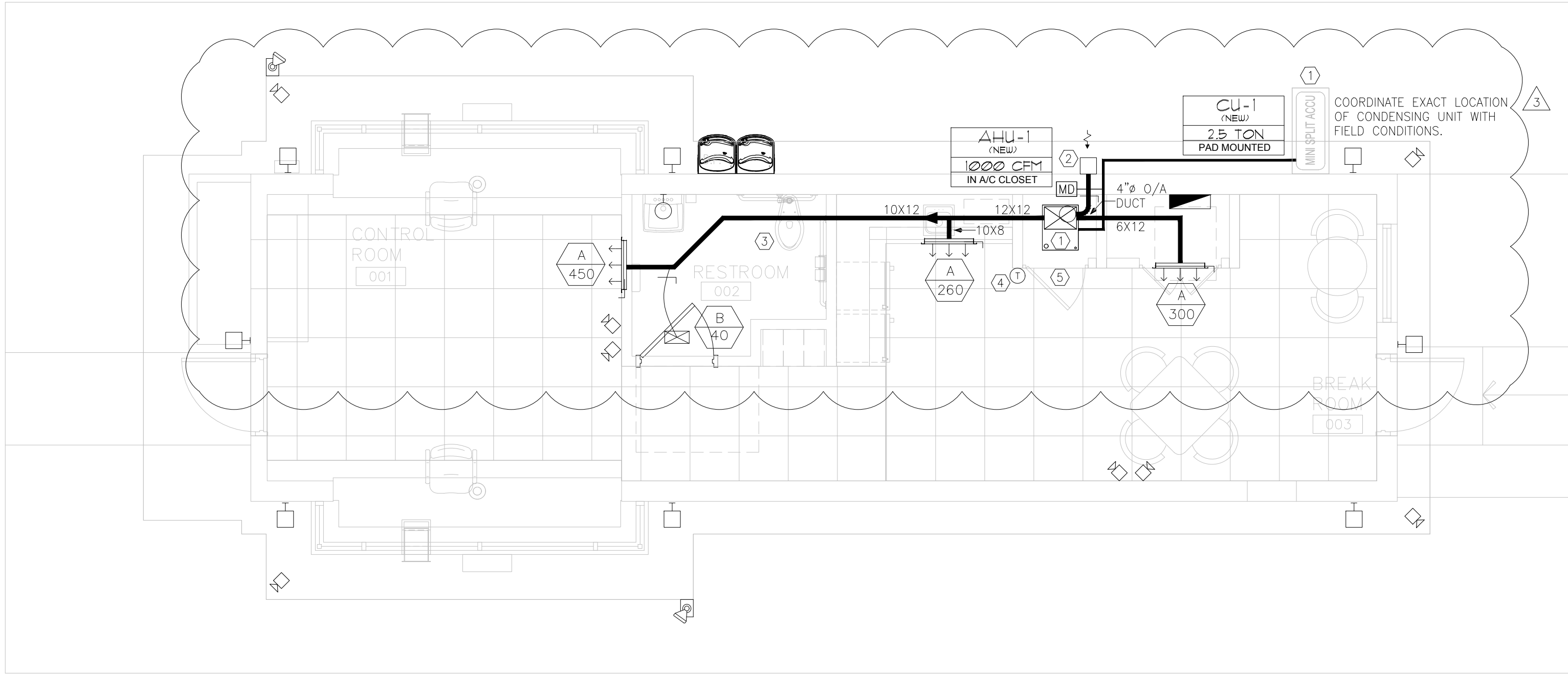
QTY	EQUIPMENT TAG	EXHAUST CFM	O/A SUPPLY CFM	NET CFM
1	AHU-1	0	70	+70
1	EF-1	-50	0	-50
TOTAL				+20

- 1) OFFICE SPACE IS 20 CFM POSITIVE WHEN ALL EXHAUST FANS AND A/C UNITS ARE RUNNING
- 2) CONTRACTOR SHALL PROVIDE THE TEST AND BALANCING FORM SIGNED BY AN ENGINEER.



CONDENSING UNIT MOUNTING DETAIL

N.T.S. NOTE: ALL EQUIPMENT SHALL BE INSTALLED ABOVE FLOOD LEVEL, COORDINATE ELEVATION WITH ARCHITECT'S DRAWINGS.



MECHANICAL NEW WORK NOTES:

1. EXISTING PTAC SHALL BE REPLACED WITH NEW VERTICAL AHU. SEE SPECS THIS SHEET
2. PROVIDE NEW 4"Ø O/A DUCT & WALL CAP (MIN. 10FT AWAY FROM ANY EXHAUST)
3. REPLACE EXISTING EF IN BATHROOM WITH NEW (PANASONIC FV 08Q5, 50CFM, 120V) RECONNECT TO EXISTING EXH DUCT.
4. PROVIDE NEW PROGRAMMABLE TYPE THERMOSTAT AT THIS LOCATION (MITSUBISHI MHK2 OR SIMILAR)
5. PROVIDE FULLY LOUVERED DOOR FOR RETURN AIR.

6. ALL MATERIALS AND EQUIPMENT SHALL BE PROPERLY AND EFFECTIVELY PROTECTED BY THE CONTRACTOR DURING THE EXECUTION OF THE WORK.

7. ALL INFORMATION SHOWN ON THESE PLANS WAS OBTAINED FROM ORIGINAL CONSTRUCTION DOCUMENTS, AND FROM ARCHITECTURAL PLANS. THE ENGINEER MAKES NO REPRESENTATION FOR THE ACCURACY OF SUCH INFORMATION AND/OR ALL THE EXISTING MATERIALS, DIMENSIONS, CONDITIONS, ETC.

8. CONTRACTOR SHALL PROVIDE MANUAL VOLUME DAMPER FOR ALL RETURN, SUPPLY, EXHAUST AND O/A BRANCHES FOR AIR BALANCE PURPOSES.

9. CONTRACTOR SHALL PROVIDE A CABLE OPERATED DAMPER FOR HARD CEILING AREAS AS REQUIRED.

10. KNOCKOUT PANELS, REMOVABLE CEILINGS OR WALL SECTIONS SHALL BE PROVIDED FOR REMOVAL/REPLACEMENT OF EQUIPMENT LARGER THAT WILL NOT FIT THROUGH THE ACCESS PANEL.

11. FIELD COORDINATE MOUNTING TYPE FOR DIFFUSERS/RETURNS.

12. PROVIDE CLEARANCE AND SERVICE ACCESS AS REQUIRED BY MANUFACTURER, FBC-2017, AND NEC.

13. NEW EQUIPMENT SHOWN ON SOLID LINES:
EXISTING EQUIPMENT SHOWN ON DASHED LINES :

HYVAC DESIGN REQUIRES	YES	NO
DUCT SMOKE DETECTOR		X
FIRE DAMPER(S)		X
SMOKE DAMPER(S)		X
FIRE RATED ENCLOSURE		X
FIRE RATED ROOF FLOOR		X
CEILING ASSEMBLY		X
FIRE STOPPING		X
SMOKE CONTROL		X

MECHANICAL GENERAL NOTES:

1. THE CONTRACTOR SHALL VISIT THE SITE AND CAREFULLY EXAMINE THE PREMISES AND THOROUGHLY FAMILIARIZE THEMSELVES AS TO THE NATURE AND SCOPE OF WORK AND THE DIFFICULTIES REQUIRED FOR ITS EXECUTION. THE SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIAL REQUIRED, OR OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.

2. THE CONTRACTOR SHALL TAKE THEIR OWN MEASUREMENTS AT THE BEGINNING OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE PROPER FITTING OF THEIR WORK. ADJUST ALL WORK TO FIT ACTUAL JOB CONDITIONS. REPORT TO THE ENGINEER ALL MEASUREMENT DISCREPANCIES, SO THAT FIELD CORRECTIONS CAN BE MADE BEFORE FABRICATION OF PROJECT COMPONENTS.

3. FURNISH & INSTALL ALL MOUNTING/SUPPORTING OF NEW ACCESSORIES INCLUDING HANGERS, SUPPORTS, CLAMPS, BRACKETS, ACCESS DOORS AND DAMPERS REQUIRED FOR THIS INSTALLATION.

4. DUCTWORK CONTRACTOR SHALL INSPECT, EXAMINE AND TEST ALL EXISTING AND NEW AIR DISTRIBUTION DUCTWORK SHOWN ON THE DRAWING FOR AIR LEAKAGE. THE DUCTWORK CONTRACTOR SHALL PATCH AND REPAIR ALL LEAKS FOUND IN THE AIR DISTRIBUTION SYSTEM TO SATISFY SMACNA DUCT LEAKAGE LIMIT CRITERIA.

5. CONTRACTOR SHALL REMOVE ALL EXISTING AC UNITS, EQUIPMENT AND DUCTWORK NOT BEING REUSED IN THE AREA OF WORK AND CAP THE REMAINING EQUIPMENT AS REQUIRED.

AIR DEVICE SCHEDULE

UNIT TAG	MFGR & MODEL	CFM RANGE	FACE SIZE /MODULE	NECK	FRAME	DAMPER TYPE	THROW	REMARKS
A	TITUS 272FS	-	24X6	SEE FLEX SIZE	SEE PLAN	VD	-	SEE NOTES
B	TITUS 272FS	-	12X6	SEE FLEX SIZE	SEE PLAN	VD	-	SEE NOTES

AIR TERMINAL NOTES:

- 1) AIR DEVICE SIZES & SCHEDULE AIRFLOW ARE AT THIS SCHEDULE UNLESS OTHERWISE NOTICED ON HVAC FLOOR PLANS.
- 2) BRANCH & OPTIONAL BRANCH DUCT SIZES ARE AT THIS SCHEDULE UNLESS OTHERWISE NOTICED ON HVAC FLOOR PLANS.
- 3) ALL AIR DEVICES INSTALLED IN INACCESSIBLY AND/OR DRYWALL CEILING SHALL BE PROVIDED WITH MANUAL OPPOSED BLADE DAMPERS.
- 4) ALL AIR DEVICES INSTALLED IN LAY-IN CEILING SHALL HAVE MANUAL VOLUME DAMPER INSTALLED IN THE BRANCH TAKE-OFF.
- 5) MAXIMUM PRESSURE DROP FOR ALL AIR DEVICES SHALL NOT EXCEED 0.10 IN. W.C.
- 6) ALL AIR DEVICES SHALL BE WHITE UNLESS OTHERWISE NOTED. COORDINATE WITH ARCHITECT.
- 7) MAXIMUM NC FOR ALL DEVICES SHALL NOT EXCEED 25.
- 8) ALL AIR DEVICES SHALL BE ALUMINUM CONSTRUCTION UNLESS OTHERWISE NOTED.
- 9) THROW VALUES ARE GIVEN FOR TERMINALS VELOCITIES OF 150, 100 & 50 FPM RESPECTIVELY.
- 10) UNLESS INDICATED OTHERWISE, LAY-IN TYPE REGISTERS & DIFFUSERS INSTALLED IN GYPSUM BOARD CEILINGS SHALL BE PROVIDED WITH RAPID MOUNT FRAME, MODEL TITUS TRM OR EQUAL.

MINI-SPLIT AIR CONDITIONING SYSTEM SCHEDULE

SINGLE CIRCUIT SPLIT SYSTEMS	(208/160)
TAGS	CU-1 AHU-1
MANUFACTURER	MITSUBISHI
NOM TONS	2.5
SYSTEM SEER2	21.0
HSPF2	13.5
MODEL NO:	PUZ-AH30NL
MODEL NO:	PVA-AA30NL
CFM	1000 @ 5"
REFRIGERANT	R-454B
TOTAL COOLING CAP. (BTUH)	31,000
SENSIBLE COOLING CAP. (BTUH)	23,000
CONDENSING UNIT DATA:	
COMPRESSOR QTY / STAGES	1 / 1
COMPRESSOR TYPE	TWIN ROTARY
FAN MOTOR OUTPUT	74 W
MCA	22
MOCP	40
DIMENSIONS (LxWxH) (IN)	14 x 38 x 38
STD WEIGHT (LBS)	155
AIR HANDLER DATA:	
HEATING CAPACITY (BTUH)	33,400
DIMENSIONS (LxWxH) (IN)	22 x 21 x 55
STD WEIGHT (LBS)	141
REF. TUBES O.D. (IN):	
SUCTION LINE	3/4
LIQUID LINE	3/8

AC EQUIPMENT NOTES:
1) VERIFY INSTALLED ELECTRICAL COMPONENTS WITH MANUFACTURER SPECS.
2) PROVIDE DISCONNECT FOR CU DISCONNECT LOCATED COORDINATE PRIOR TO PACKAGING.
3) PROVIDE 1" MINIMUM INSULATION FOR ALL REPT. FILLING AND VIBRATION ISOLATION FOR AHU.
4) PROVIDE FACTORY INSTALLED FIBER DISCONNECT/COVER FOR AHU. COORDINATE PRIOR TO PACKAGING.
5) PROVIDE WITH CEILING/ROOF PENETRATION FLASHING AND GROMMET.
6) FLEXIBLE CONDENSATE PIPING SHALL BE PROVIDED (BANDWAGON BRAND).
7) FLEXIBLE CONDENSATE LINES SHALL HAVE 1" MINIMUM INSULATION AND 1" MINIMUM R-VALUE.
8) CONTRACTOR TO VERIFY ELECTRICAL REQUIREMENTS WITH MANUFACTURER.
9) PROVIDE DISCONNECT FOR ALL EQUIPMENT COMPONENTS WITH ELECTRICAL SERVICE ORDERING.
10) PROVIDE WITH FACTORY RECOGNIZABLE IDENTIFICATION.
11) DO NOT EXCEED WHEN RECOMMENDED LIMITATIONS FOR REPT. LINES.
12) PROVIDE FLEXIBLE CONDENSATE PIPING SHALL BE PROVIDED (BANDWAGON BRAND).
13) PROVIDE WITH CEILING/ROOF PENETRATION FLASHING AND GROMMET.
14) MANUFACTURER SHALL PROVIDE COMPLETE WITH SINGLE POINT ELECTRICAL CONNECTION.
15) PROVIDE DISCONNECT PRIOR TO PACKAGING.
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CENTER FOR COLLABORATIVE ARCHITECTURE

1424 SW 23 St
Miami, FL 33145
PH: 786-467-3724
Email: general@ccacollab.com
AA26001348

ARCHITECT SEAL:
JORGE CASTRO-CALOU - AR97469

OWNER:
Miami Dade
Solid Waste Department
Miami Dade, Florida

CONSULTANTS

NO.	DRAWING ISSUE	DATE
	ISSUE FOR PERMIT	12/04/2020
3	OWNER CHANGES	09/24/2025

N.E. TRANSFER STATION SCALE HOUSE REMODELING Solid Waste Department Miami Dade, Florida

PROJECT INFO:

MECHANICAL PLAN

DRAWING INFO:		
PLAN	PROD	DESIGN

NOTE:
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SCALE	
DRAWING DATE	

JOB NUMBER
EDP-FW-SW-144018

M-1.1



B&K PROJECT#: 2020-0121

3861 NW 2ND AVE
BOCA RATON, FL 33431

MECH DEPT.
TEL: 561-716-7120
ELEC DEPT.
TEL: 561-648-1912

CERTIFICATION OF AUTHORIZATION
NO. 31989
[Signature]

DATE: 10/9/2020



3861 NW 2ND AVE
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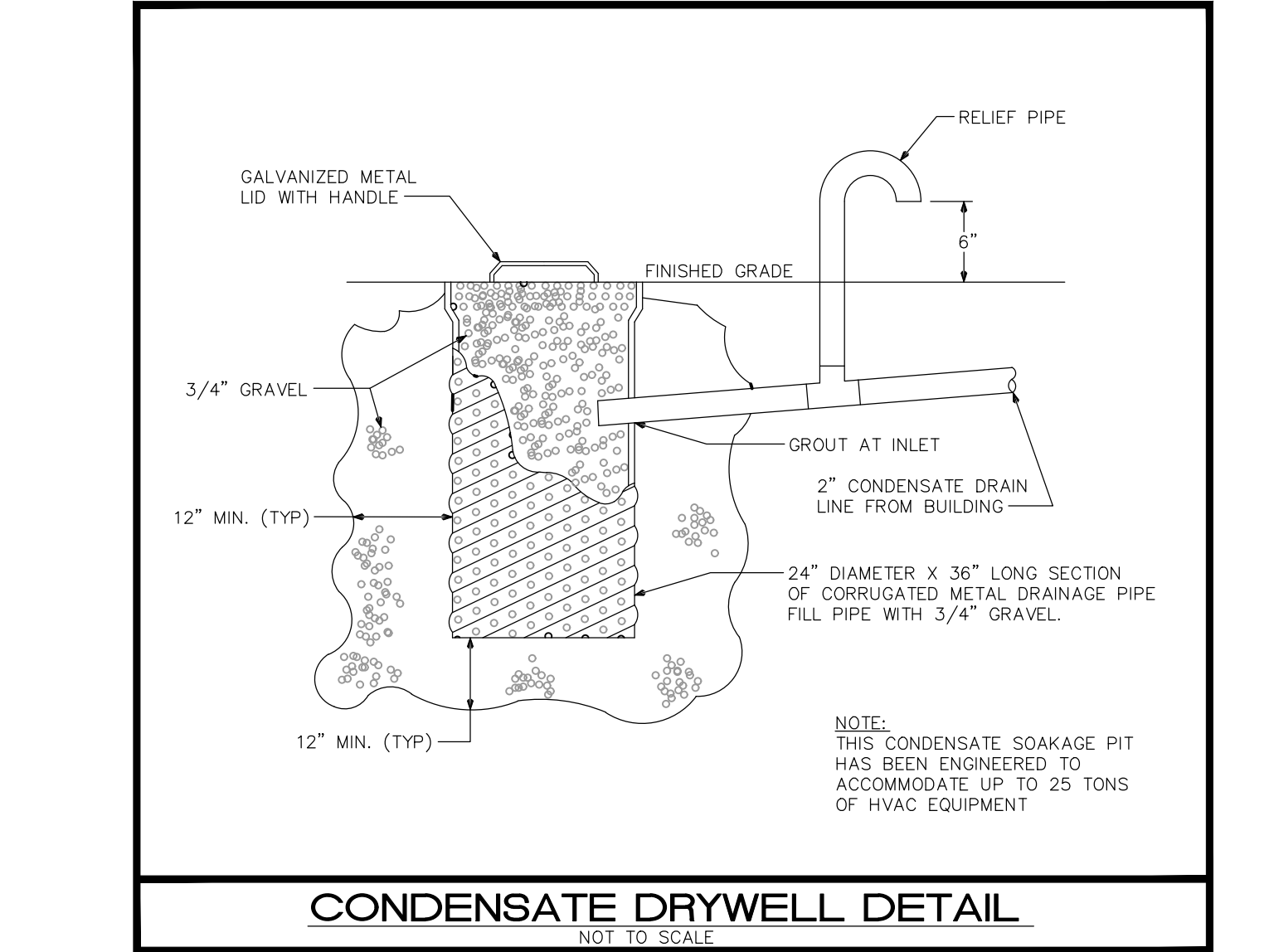
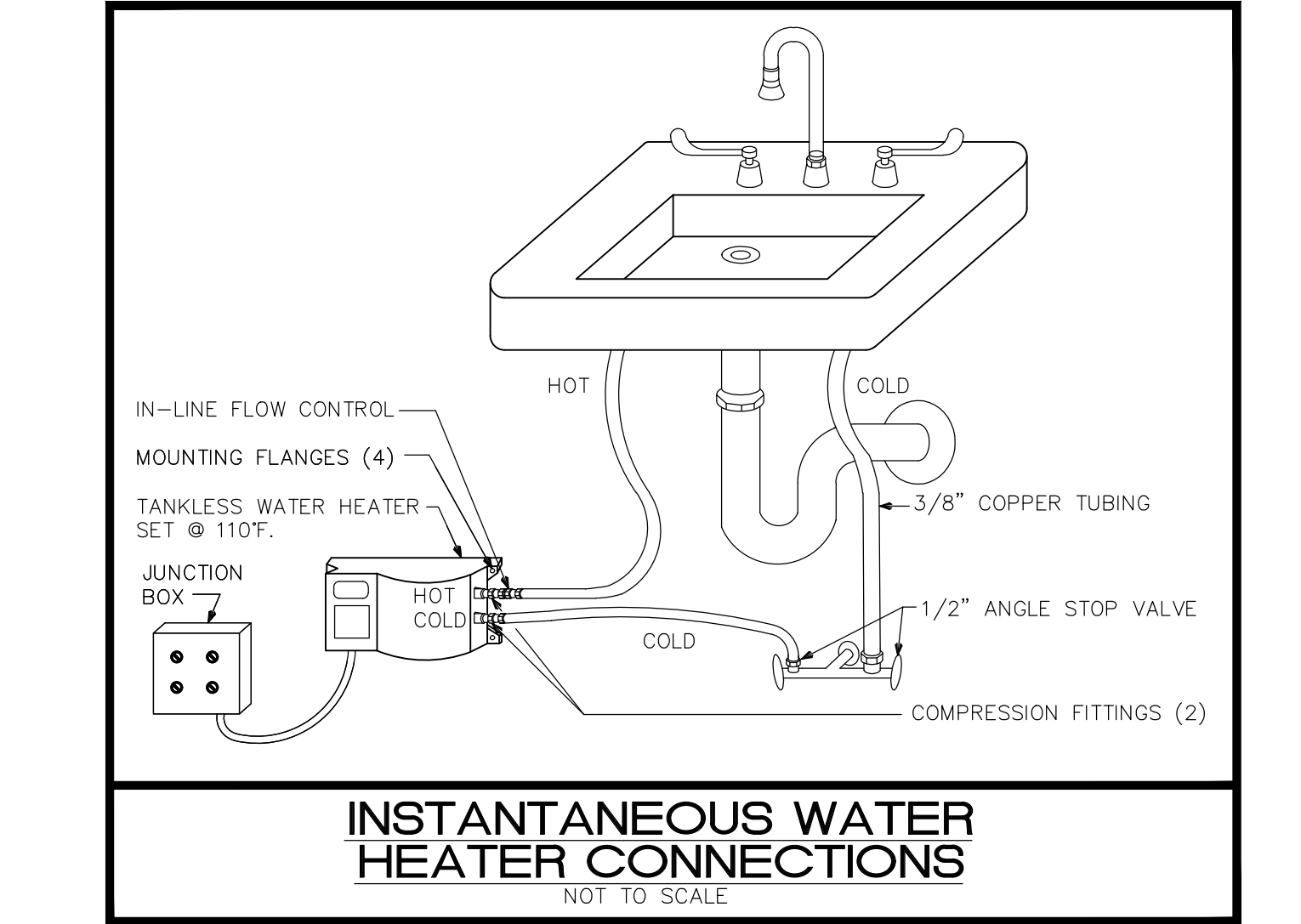
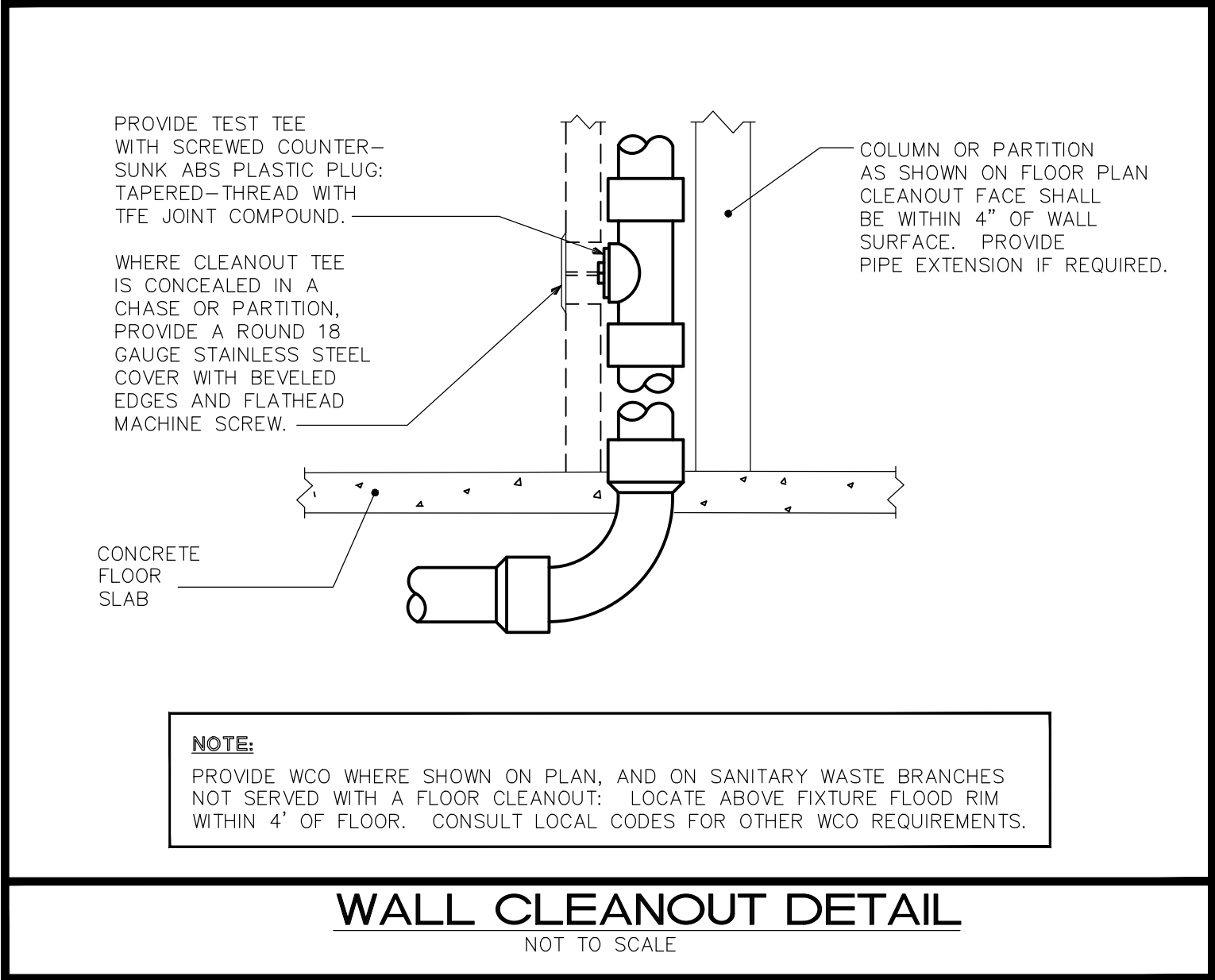
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SHOCK ARRESTOR SCHEDULE			
P.D.I. DESIGNATION	MANUF. & MODEL	FIXTURE UNITS	CONNECTION
A	SIoux CHIEF 652-A	1-11	1/2"
B	SIoux CHIEF 653-B	12-32	3/4"
C	SIoux CHIEF 654-C	33-60	1"
SIoux CHIEF SHOCK ARRESTORS APPROVED FOR INSTALLATION WITH NO ACCESS DOOR REQUIRED. CONFORMS TO ANSI/ASSE 1010 STANDARDS.			

SLOPE OF HORIZ. DRAINAGE PIPE	
SIZE (inches)	MINIMUM SLOPE (inch per foot)
2-1/2 or less	1/4
3 to 6	1/8
8 or larger	1/16
TABLE 704.1 OF THE FLORIDA PLUMBING CODE 2020	

PLUMBING FIXTURE SPECIFICATION	
WC	AMERICAN STANDARD MADERA 1.1 GPF UNIVERSAL FLUSHMETER TOILET WITH EVERCLEAN OR APPROVED.
LAV	AMERICAN STANDARD COMRADE WALL MOUNTED SINK, MODEL NUMBER(S): 0124.024.020, OR APPROVED
FIXT.	AMERICAN STANDARD, MONTERREY 4 INCH CENTERSET GOOSENECK FAUCET, 15 GPM OR APPROVED.
PANTRY	ELKAY CROSSTOWN 25" X 22" X 6" SINGLE BOWL DUAL MOUNT ADA SINK KIT WITH DELTA ESSA 9913-DST FAUCET

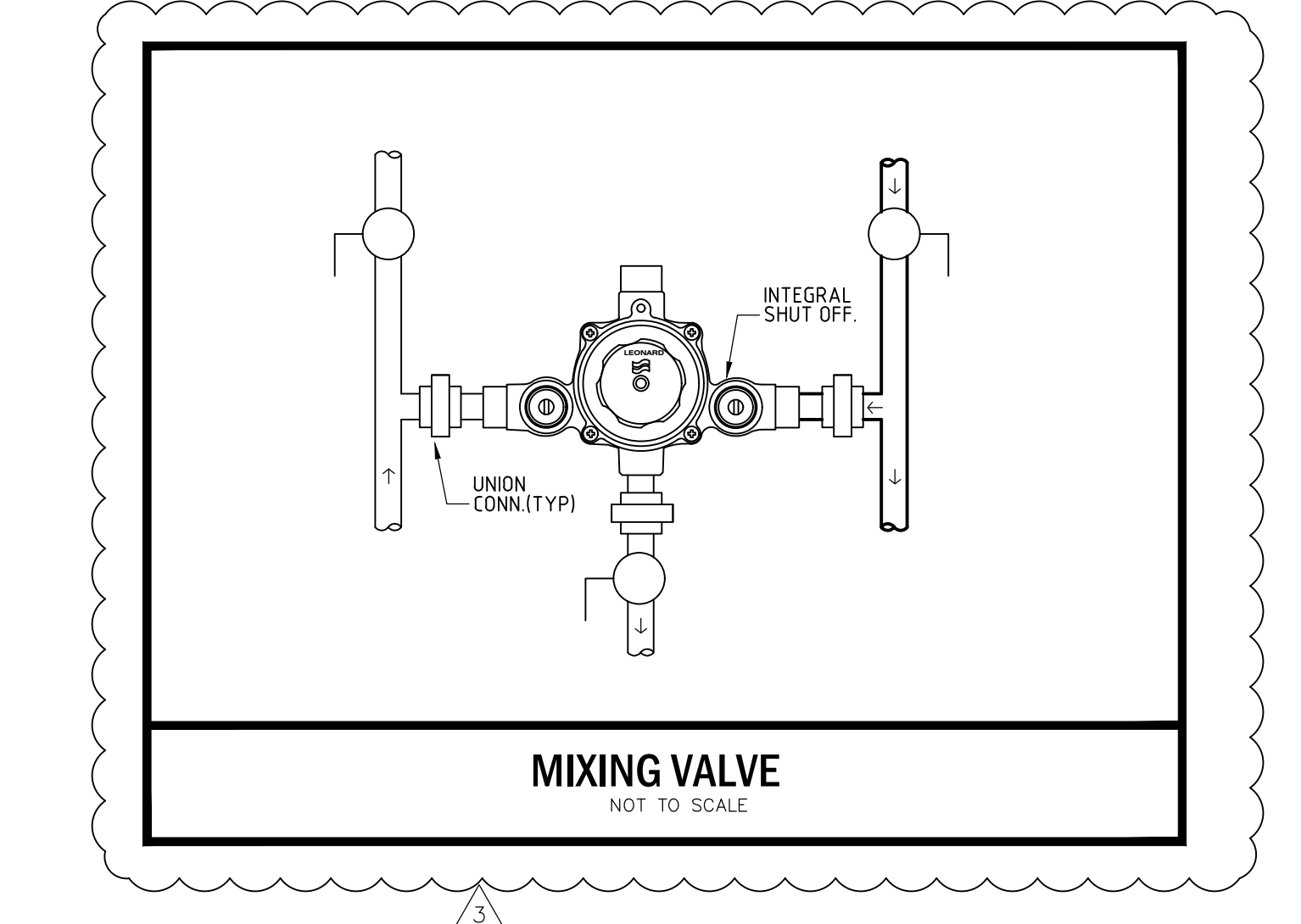
PLUMBING LEGEND	
CO	CLEAN OUT
FD	FLOOR DRAIN
CW	DOMESTIC COLD WATER
HW	DOMESTIC HOT WATER
VTR	VENT THRU ROOF
	GATE VALVE
	WATER HAMMER ARRESTER (PDI No.)
	FLOOR DRAIN
	P-TRAP
	SANITARY SEWER PIPING
	VENT PIPING
	DOMESTIC COLD WATER PIPING
	HOT WATER PIPING (110°)
	CONDENSATE PIPING
	COMPRESSED AIR PIPING
	PIPE RISE UP
	PIPE DOWN OR DROP
	CAPPED END OF PIPE
	POINT OF CONNECTION



- ### PLUMBING NOTES
1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE SCOPE OF WORK. ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE FLORIDA BUILDING CODE 7TH EDITION (2020) - PLUMBING, APPLICABLE LOCAL CODES, RULES, AND ORDINANCES.
 2. THE PLUMBING CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS.
 3. ALL MATERIALS SHALL BE NEW AND OF GOOD QUALITY.
 4. ALL WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY-OPERATIONAL. ALL EXCAVATION AND BACKFILL AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE A PART OF THIS CONTRACT.
 5. REQUIRED INSURANCE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
 6. PLUMBING CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS. PLUMBING CONTRACTOR SHALL OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. PLUMBING CONTRACTOR MUST BE PRESENT FOR ALL INSPECTIONS OF HIS WORK BY REGULATORY AUTHORITIES.
 7. CONTRACTOR SHALL SUBMIT TO ARCHITECT/ENGINEER, FOR REVIEW & APPROVAL, FIVE (5) SETS OF MANUFACTURER'S CUT SHEETS FOR EACH FIXTURE, PIPING/FITTING MATERIAL AND EQUIPMENT ITEM WITH ASSOCIATED CONTROLS, THAT ARE INCLUDED IN THE CONTRACT.
 8. DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.
 9. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION. REPORT ANY DISCREPANCY TO ARCHITECT/ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
 10. VERIFY LOCATION, SIZE, DIRECTION OF FLOW AND INVERT ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ADVISE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
 11. WATER DISTRIBUTION PIPING ABOVE AND BELOW GROUND SHALL BE TYPE "L" COPPER. ALTERNATE PIPING & FITTING MATERIALS MAY BE USED IN ACCORDANCE WITH FLORIDA BUILDING CODE 7TH EDITION (2020) - PLUMBING, TABLES 605.3, 605.4 & 605.5, WHEN APPROVED BY ENGINEER OF RECORD AND LOCAL AUTHORITY HAVING JURISDICTION. PROVIDE ALTERNATE FOR CPVC PIPING & FITTINGS EQUAL TO LUBRIZOL CORZAN OR FLOW-GUARD GOLD. PROVIDE ALTERNATE FOR PEX TYPE 'A' PIPING & FITTINGS EQUAL TO UPONOR. ALTERNATES ARE PERTINENT FOR WATER SERVICES KNOWN OR DETERMINED TO HAVE ACIDIC CHARACTERISTICS OR OTHER PARTICULAR CIRCUMSTANCES AS DEEMED APPROPRIATE BY DIRECTIVE FROM THE OWNER. CONTRACTOR SHALL PERFORM A WATER TEST TO DETERMINE WATER CHEMISTRY PRIOR TO ANY WORK OR PIPING INSTALLATION AND SHALL SUBMIT TEST RESULTS TO THE ARCHITECT/ENGINEER FOR REVIEW AND APPROVAL. DISINFECTION OF POTABLE WATER SYSTEM SHALL COMPLY WITH FLORIDA BUILDING CODE 7TH EDITION (2020) - PLUMBING, SECTION 610. ALL WATER PIPING & FITTINGS SHALL BE OF DOMESTIC MANUFACTURE, SPECIFICALLY IN THE UNITED STATES OF AMERICA.
 12. SOIL, WASTE, VENT, AND RAINWATER (DWV) PIPING & FITTINGS SHALL BE CAST IRON OR PVC, WHERE CODE ALLOWS. PVC SHALL NOT BE USED IN PLENUMS. PVC PIPING SHALL BE SOLID-CORE ONLY; FOAM-CORE PIPING SHALL NOT BE ACCEPTED. CAST IRON PIPING & FITTINGS SHALL BEAR THE CISPI-301 MARK. ALL DWV PIPING & FITTINGS SHALL BE OF DOMESTIC MANUFACTURE, SPECIFICALLY IN THE UNITED STATES OF AMERICA. ALL HORIZONTAL SANITARY PIPING RUN ABOVE FINISHED FLOOR THAT RECEIVES COLD DRAINAGE FROM REFRIGERATION EQUIPMENT SHALL BE INSULATED WITH ARMAFLEX AND A VAPOR-BARRIER JACKET.
 13. COMPRESSED AIR PIPING SHALL BE ASTM B241 EXTRUDED ALUMINUM ALLOY COMPLIANT WITH ASME B31.1 OR GALVANIZED BLACK STEEL IN ACCORDANCE WITH DIN EN 10255. ALUMINUM PIPING AND MECHANICAL GROOVED-JOINT FITTINGS SHALL BE AIRNET, TRANSAIR, OR APPROVED EQUAL. STEEL PIPING AND MECHANICAL GROOVED-JOINT FITTINGS SHALL BE VIEGA MEGAPRESS OR APPROVED EQUAL.
 14. ALL FIXTURES MUST BE PROVIDED WITH READILY ACCESSIBLE ANGLE STOPS AND APPROPRIATELY MARKED ACCESS PANELS (WHERE REQUIRED). COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION.
 15. PROVIDE APPROVED WATER HAMMER ARRESTORS FOR ALL (GROUP) PLUMBING FIXTURES, SIZED & LOCATED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS & PDI-WH201.
 16. PROVIDE DIELECTRIC COUPLINGS OR FLANGES BETWEEN ALL DISSIMILAR METALS IN PIPING AND EQUIPMENT CONNECTIONS.
 17. ISOLATE COPPER PIPING FROM METALLIC HANGERS OR SUPPORTS WITH ISOLATOR PADS OR NON-CONDUCTIVE MATERIAL.
 18. ALL FIRE RATED FLOOR AND WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE, SMOKE AND WATER PENETRATION BY FILLING ANNULAR SPACE BETWEEN PIPING AND SLEEVES WITH INTUMESCENT CAULK, TO ACHIEVE THE SAME RATING AS WALLS OR FLOORS, AS PART OF THE PLUMBING CONTRACTOR'S WORK.
 19. PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED.
 20. PROVIDE ACCESS PANELS FOR ALL CONCEALED VALVES. ACCESS PANELS IN RATED WALLS SHALL MAINTAIN THE SAME RATING AND SHALL MATCH THE FINISH OF THE WALL IN WHICH IT IS INSTALLED.
 21. PROVIDE COMBINATION CLEANOUT PLUG AND COVER PLATE OR ACCESS PANEL FOR ALL WALL CLEANOUTS. FINISH TO MATCH NEARBY FIXTURE TRIM.
 22. NO COMBUSTIBLE MATERIAL SHALL BE INSTALLED IN MECHANICAL ROOMS NOR IN CEILING SPACES WHERE USED AS RETURN AIR PLENUMS.
 23. NO WATER, SANITARY OR DRAINAGE PIPING SHALL BE INSTALLED IN ELECTRICAL OR ELEVATOR EQUIPMENT ROOMS.
 24. ALL CONTROL VALVES SHALL BE TAGGED AND MARKED. A REPRODUCIBLE DIAGRAM LOCATING ALL VALVES SHALL BE FURNISHED FOR OWNER/OPERATOR.
 25. CONDENSATE DRAIN PIPING SHALL BE TYPE "L" COPPER WITH ARMAFLEX INSULATION AND A VAPOR-BARRIER JACKET PER FLORIDA BUILDING CODE 7TH EDITION (2020) - ENERGY CONSERVATION, TABLE C403.2.8. PVC WITHOUT INSULATION IS ACCEPTABLE FOR RISERS AND BELOW GRADE PIPING WHEN USED IN A RETURN AIR PLENUM, CPVC PIPING WITH INSULATION IS ACCEPTABLE IN LOCATIONS WHERE ALLOWED BY LOCAL CODES. CONDENSATE PIPING SHALL NOT DRAIN ONTO THE ROOFING SYSTEM NOR ANY OF ITS COMPONENTS. CONDENSATE PIPING ARRANGEMENT IS EXEMPT FROM MINIMUM EQUIPMENT CLEARANCE REQUIREMENTS PER FLORIDA BUILDING CODE 7TH EDITION (2020), SECTION 1522.3.5. ALL HORIZONTAL RAINWATER PIPING RUN ABOVE FINISHED FLOOR THAT RECEIVES CONDENSATE DISCHARGE SHALL BE INSULATED WITH ARMAFLEX AND A VAPOR-BARRIER JACKET.
 26. HOT WATER PIPING INSULATION SHALL BE PROVIDED IN ACCORDANCE WITH FLORIDA BUILDING CODE 7TH EDITION (2020) - PLUMBING, SECTION 607.5 & FLORIDA BUILDING CODE 7TH EDITION (2020) - ENERGY CONSERVATION, TABLE C403.2.10. CONTRACTOR SHALL USE ARMAFLEX OR EQUAL WHERE APPLICABLE. WHERE DOMESTIC WATER TEMPERATURES CAN CAUSE SWEATING, ALL COLD WATER PIPING SHALL BE INSULATED WITH ARMAFLEX INSULATION AND A VAPOR-BARRIER JACKET, PER FLORIDA BUILDING CODE 7TH EDITION (2020) - ENERGY CONSERVATION, TABLE C403.2.10.
 27. ALL PLUMBING FIXTURES SHALL COMPLY WITH MIAMI-DADE COUNTY & LOCAL WATER FLOW REQUIREMENTS.

PLUMBING SHEET INDEX	
SHEET#	DESCRIPTION
P0.1	PLUMBING NOTES, DETAILS, LEGEND AND INDEX
P1.1	PLUMBING AND ISOMETRIC PLAN

PLUMBING FIXTURE SCHEDULE	
SK1	KITCHEN SINK, BY OWNER.
LAV1	BATHROOM LAVATORY, BY OWNER.
WCO	WALL CLEANOUT, MIFAB C1430-RD WITH BRONZE PLUG, STAINLESS STEEL COVER, AND SCREW.
1WH1	INSTANT WATER HEATER, EEMAX MODEL #EMT1 120V/1PH/1.4kW.
GENERAL NOTES: (1) - FIXTURES SHALL BE AS SHOWN OR EQUAL. (2) - ALL FIXTURES SHALL COMPLY WITH TABLE 604.4 OF FBC 2020. (3) - ALL FIXTURE TRIM PACKAGES INCLUDING BUT NOT LIMITED TO TRAP, ANGLE STOP, FLUSH VALVE, SUPPLY TUBES, AND CLEANOUT COVER PLATES SHALL BE OF THE SAME FINISH AS THE ABOVE SPECIFIED FAUCET AND PER ARCHITECTURAL FINISH SCHEDULE. (4) - ALL FIXTURES SHALL BE ROUGHED IN PER MANUFACTURER CUT SHEET TO MAINTAIN UNIFORMITY.	
NOTE: FINAL FIXTURE, FAUCET, AND TRIM SELECTIONS SHALL BE REVIEWED AND APPROVED BY ARCHITECT AND OWNER PRIOR TO SUBMITTAL TO ENGINEER OF RECORD.	



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ARCHITECT SEAL
JORGE CASTRO-CALOU - AR87469

OWNER:

Miami Dade
Solid Waste Department
Miami Dade, Florida

CONSULTANTS

NO.	DRAWING ISSUE	DATE
ISSUE FOR PERMIT 12 / 04 / 2020		
1	BLDG DEPT. COMMENTS	03/26/2021
2	BLDG DEPT. COMMENTS	04/16/2021
3	OWNER CHANGES	09/24/2025

N.E. TRANSFER STATION
SCALE HOUSE
REMODELING
Solid Waste Department
Miami Dade, Florida

PROJECT INFO:

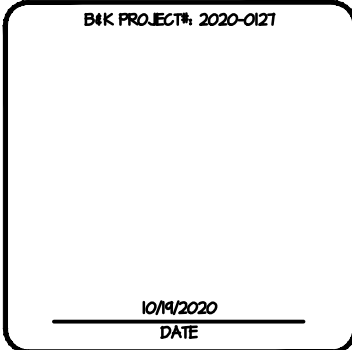
PLUMBING
NOTES,
LEGENDS,
DETAILS AND
INDEX

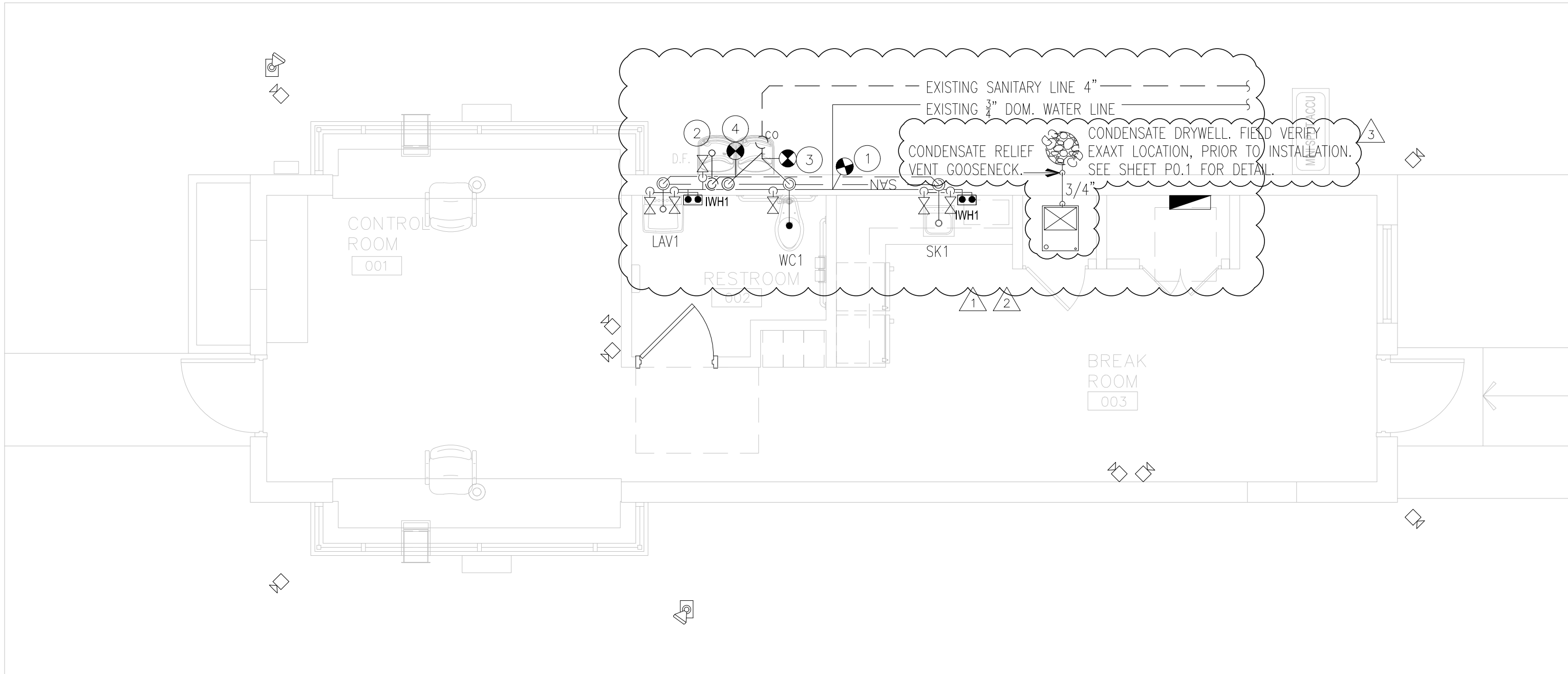
DRAWING INFO:		
PLAN	PROD	DESIGN

SCALE
DRAWING DATE

JOB NUMBER
EDP-FW-SW-44M018

P-0.1





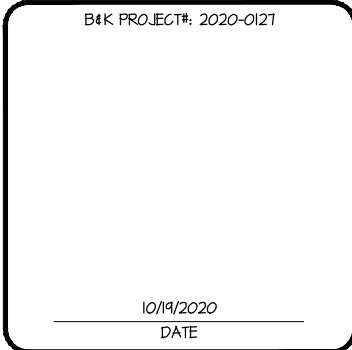
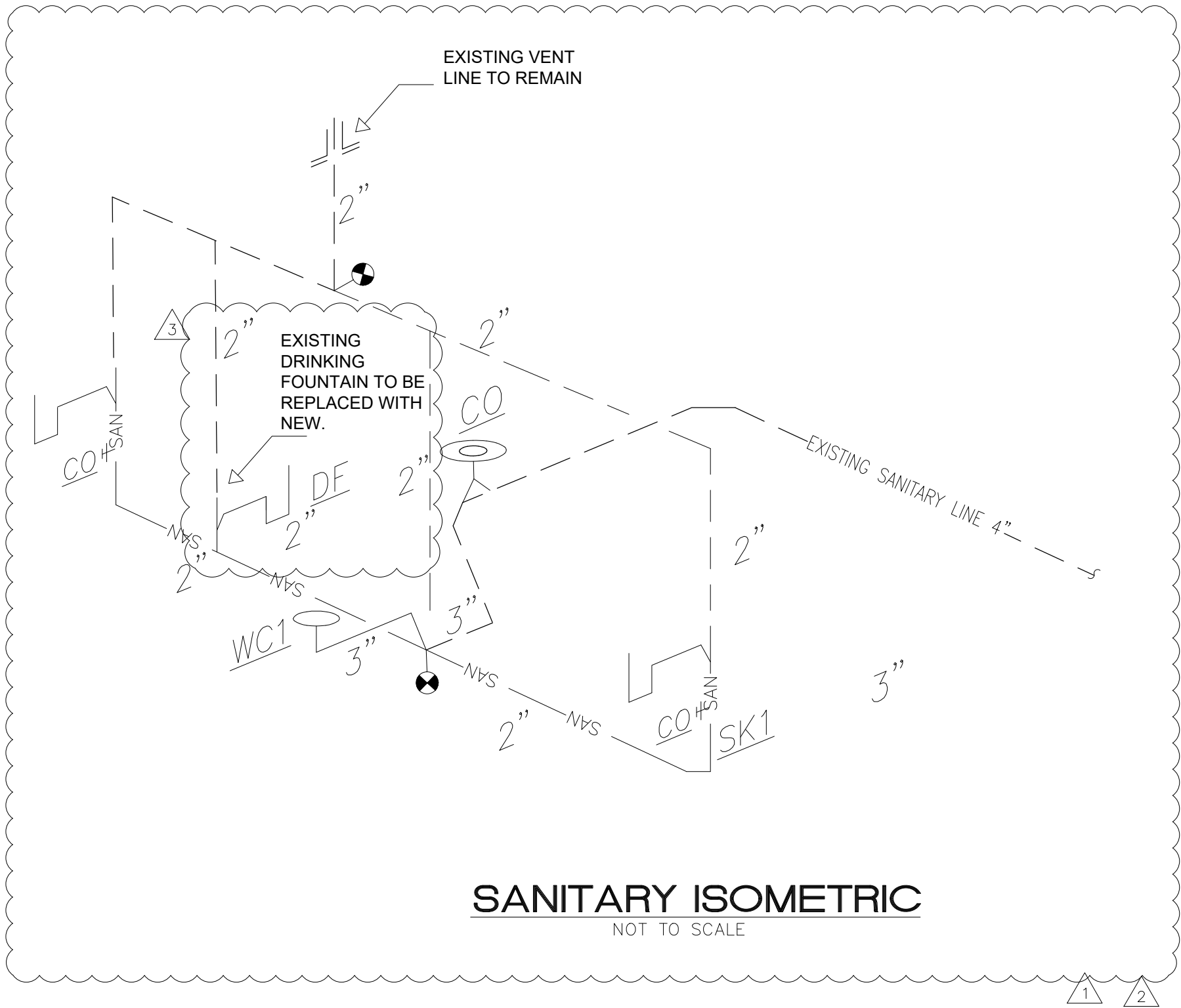
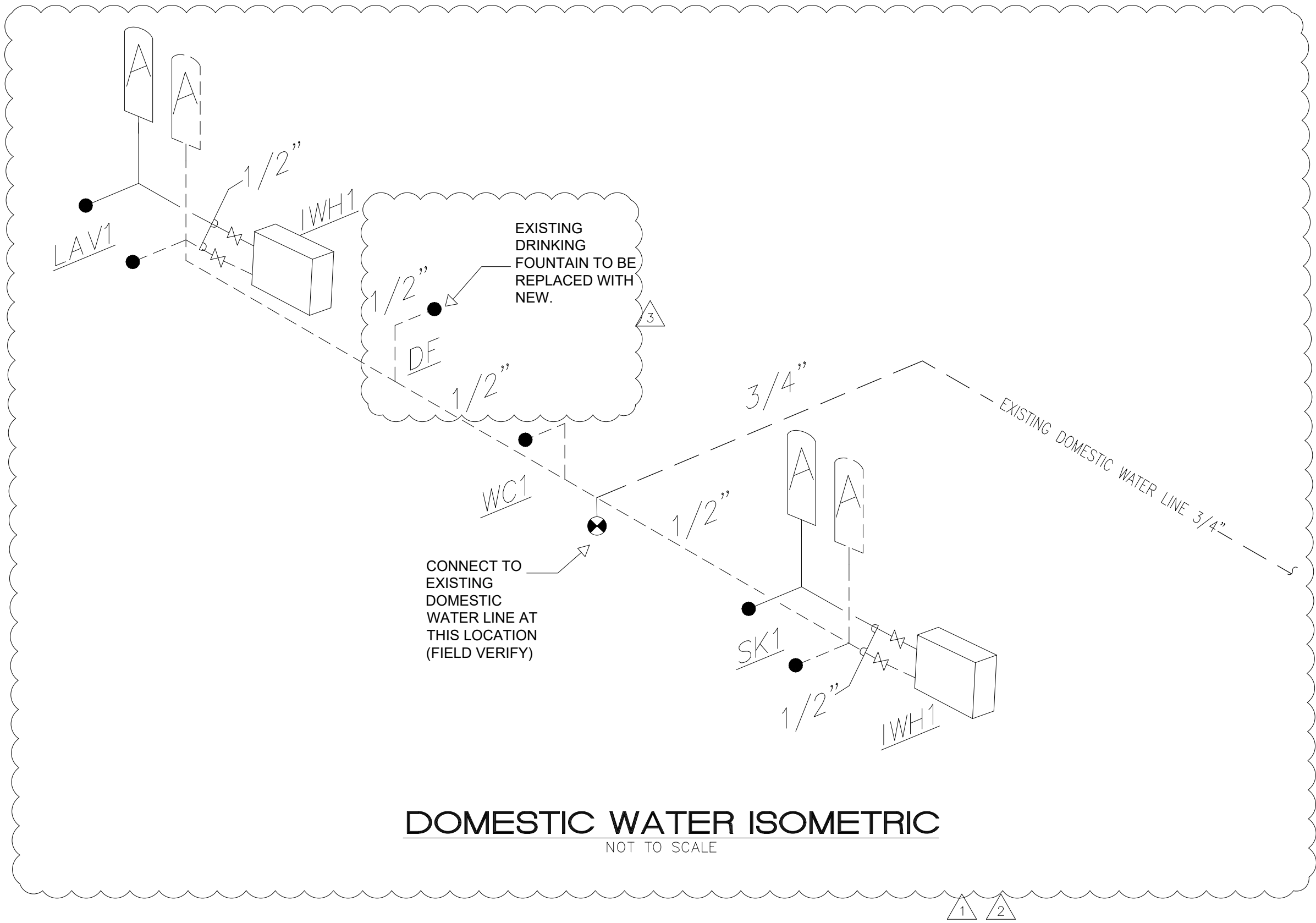
GENERAL NOTES

CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL EXISTING PLUMBING PRIOR TO CONSTRUCTION. PLUMBING CONTRACTOR SHALL RE-USE ANY EXISTING PLUMBING THAT CAN BE RE-USED IN ACCORDANCE WITH ALL F.P.B.C.. ALL UNUSED PLUMBING SHALL FOLLOW DEMOLITION NOTES BELOW.

DEMOLITION NOTES

CONTRACTOR SHALL REMOVE AND / OR CAP ALL EXISTING UN-USED DOMESTIC HOT, COLD WATER, GAS AND SANITARY PIPING ABOVE CEILINGS, IN/ON WALLS AND BELOW FLOORS ACCORDINGLY.

- KEY NOTES**
- INTERCET EXISTING DOMESTIC WATER SUPPLY IN THIS AREA AND CONNECT NEW WC, SINK & TANKLESS WATER HEATER (SEE SPECS AND DETAILS ON SHEET P0.1) CONTRACTOR SHALL FIELD VERIFY EXISTING SIZE AND LOCATION PRIOR TO CONSTRUCTION.
 - CONNECT NEW DRINKING FOUNTAIN TO EXISTING SANITARY LINE UNDERGROUND. CONTRACTOR SHALL FIELD VERIFY EXISTING SIZE AND LOCATION PRIOR TO CONSTRUCTION.
 - INTERCET EXISTING SANITARY LINE SUPPLY IN THIS AREA AND CONNECT NEW WC AND SINK. CONTRACTOR SHALL VERIFY EXISTING SIZE AND LOCATION PRIOR TO CONSTRUCTION.
 - INTERCET EXISTING VENTILATION LINE SUPPLY IN THIS AREA AND CONNECT NEW VENTILATION FOR WC AND SINK. CONTRACTOR SHALL VERIFY EXISTING SIZE AND LOCATION PRIOR TO CONSTRUCTION.



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CERTIFICATION OF
AUTHORIZATION
NO. 31989
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DATE: 10/9/2020



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N.E. TRANSFER STATION
SCALE HOUSE
REMODELING
Solid Waste Department
Miami Dade, Florida

PROJECT INFO:

PLUMBING
PLAN

PLAN	PROD	DESIGN

SCALE
DRAWING DATE

JOB NUMBER
EOP-FW-SW-14M018

P-1.1

STRUCTURAL NOTES

GENERAL ENGINEERING AND CONSTRUCTION

DESIGN AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE 8TH EDITION, 2023 FBC RESIDENTIAL, AND EXISTING BUILDING CODE 2023, 8TH EDITION, AND THE REQUIREMENTS SET FORTH BY SECTION 160.33 OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 161 OF THE FLORIDA STATUTES.

GENERAL- CONSTRUCTION METHODS, PROCEDURES, AND SEQUENCES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE THE NECESSARY MEANS TO MAINTAIN AND PROTECT THE STRUCTURAL INTEGRITY AND SERVICEABILITY OF THE CONSTRUCTION AT ALL TIMES.

CONSTRUCTION LOADS- STRUCTURAL MEMBERS AS SHOWN IN THE WORKING DRAWINGS HAVE BEEN DESIGNED TO CARRY THE CODE REQUIRED SERVICE LOADS ONLY. THE STRUCTURAL DESIGN OF THIS PROJECT HAS NOT CONSIDERED LOADS IMPOSED DURING CONSTRUCTION. CONSTRUCTION LOADS MAY EXCEED THE SERVICE DESIGN LOADS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENGAGING THE NECESSARY CONSTRUCTION ENGINEERING AND DESIGN, AND DETERMINING AND EMPLOYING THE METHODS NECESSARY TO SUPPORT ALL LOADS IMPOSED DURING CONSTRUCTION.

CONSTRUCTION COORDINATION- THE CONTRACTOR SHALL COORDINATE ALL WORK REQUIRED BY THE ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL WORKING DRAWINGS, AND SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND THE LOCATION AND SIZES OF ALL CHASES, INSERTS, OPENINGS, SLEEVES, FINISHES, DEPRESSIONS, AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON THE STRUCTURAL WORKING DRAWINGS.

CONFLICTS- WHEREVER CONFLICTS, DISCREPANCIES, OR AMBIGUITIES EXIST IN THE STRUCTURAL DRAWINGS, SCHEDULES AND NOTES, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER FOR CORRECTION AND/OR CLARIFICATION.

SHOP DRAWINGS

(a) THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS DETAILING CONCRETE REINFORCING STEEL, PRECAST AND PRESTRESSED STRUCTURAL CONCRETE UNITS, STRUCTURAL AND MISCELLANEOUS STEEL, WOOD ROOF TRUSSES, AND OTHER CONSTRUCTION REQUIRING OFF-SITE FABRICATION INCLUDED IN THE STRUCTURAL DRAWINGS FOR THE APPROVAL OF THE ENGINEER.

(b) APPROVAL OF SHOP DRAWINGS BY THE ENGINEER IS FOR DESIGN AND LAYOUT ONLY, AND IS NOT FOR THE PURPOSE OF AUTHORIZING CHANGES TO THE CONTRACT DRAWINGS OR APPROVING SUBSTITUTIONS. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DRAWINGS, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, SPECIAL CONDITIONS, AND SPECIFICATIONS APPLICABLE TO THE SHOP DRAWINGS AND THE SUBMITTALS. THE CONTRACTOR SHALL CHECK AND APPROVE THE SHOP DRAWINGS BEFORE SUBMISSION TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DIMENSIONS, QUANTITIES, JOB CONDITIONS, AND COORDINATION AS DEFINED HEREIN, AND WITH OTHER CONSTRUCTION TRADES. IF THE SHOP DRAWINGS ARE DISAPPROVED BY THE ENGINEER, THE CONTRACTOR SHALL RESUBMIT CORRECT DRAWINGS TO COMPLY WITH THE CONTRACT DOCUMENTS.

(c) THE CONTRACTOR SHALL USE MANUFACTURER'S CERTIFIED SHOP DRAWINGS AND SPECIFICATIONS FOR SPECIAL EQUIPMENT AND/OR CONSTRUCTION INSTALLATIONS, INCLUDING SKYLIGHTS, HEATING AND COOLING EQUIPMENT, POOL EQUIPMENT, ETC. THE CONTRACTOR SHALL COORDINATE INSTALLATION WITH THE WORKING DRAWINGS, AND PROVIDE ALL ADDITIONAL MATERIAL REQUIRED FOR THE INSTALLATION NOT SHOWN IN THE WORKING DRAWINGS.

(d) THE CONTRACTOR SHALL SUBMIT SUFFICIENT COPIES OF THE SHOP DRAWINGS TO ALLOW THE ENGINEER TO KEEP ONE SET OF DOCUMENTS FROM EACH SUBMITTAL FOR HIS RECORDS.

(e) THE CONTRACTOR SHALL ALLOW A MINIMUM OF ONE WEEK FOR THE ENGINEER TO REVIEW SHOP DRAWINGS AFTER DATE OF RECEIPT BY THE ENGINEER. FOR LARGE SUBMITTALS, ADDITIONAL TIME MAY BE REQUIRED.

ENGINEER'S LIMITATIONS OF RESPONSIBILITY. THE ENGINEER SHALL NOT BE RESPONSIBILITY FOR THE QUALITY OR COMPOSITION OF MATERIALS, SHOP DRAWINGS OR FABRICATIONS, CONSTRUCTION INSPECTION, SUPERVISION, OR REVIEW. SPECIAL INSPECTION, OR THE QUALITY AND CORRECTNESS OF CONSTRUCTION UNLESS THE APPROPRIATE SUBMISSIONS, REPORTS, APPROVALS, SHOP DRAWINGS, INSPECTIONS, SITE VISIT, CONSTRUCTION REVIEW, OR SPECIAL INSPECTIONS ARE PERFORMED BY THE ENGINEER OR HIS REPRESENTATIVE AS REQUIRED HEREIN, AND THEN ONLY SUCH RESPONSIBILITY AS IS ASSOCIATED WITH THE SPECIFIC WORK PERFORMED AS IS COMMONLY ASSIGNED A STRUCTURAL ENGINEER IN RELATION TO OTHER ENGINEERING AND CONSTRUCTION DISCIPLINES ASSOCIATED WITH THE PROJECT.

THE ENGINEER SHALL NOT BE RESPONSIBLE FOR SITE AND CONSTRUCTION SAFETY AND/OR THE SAFETY OF CONSTRUCTION WORKERS. SITE AND CONSTRUCTION SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF HIS EMPLOYEES AND THE SAFETY OF THE EMPLOYEE OF ALL SUBCONTRACTORS TO THE PROJECT.

ENGINEER'S STATEMENT OF COMPLIANCE: TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS PRESENTED HEREIN COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES, STANDARDS, AND PRACTICES.

DESIGN CRITERIA

ROOF LOADS

LIVE LOAD 20 psf
DEAD LOAD 30 psf

1st FLOOR LOADS

CONCRETE SLAB 40 psf
LIVE LOAD 40 psf
SELF WEIGHT 75 psf
SUPERIMPOSED LOAD 25 psf

WIND LOADING (ASCE 7-22)

WIND SPEED=175 MPH (3 SEC. Gust)
EXPOSURE = C
BUILDING TYPE= ENCLOSED, RIGID
STRUCTURE CATEGORY = II
KD=0.85
INTERNAL PRESSURE COEFFICIENT= +/- 0.18

COMPONENTS AND CLADDING CH 30 (ALL WIND PRESSURES INCLUDE A LOAD FACTOR OF 0)

ZONE	A=10 SQ FT (PSF)	A=20 SQ FT (PSF)	A=100 SQ FT (PSF)	A=200 SQ FT (PSF)	A=500 SQ FT (PSF)
1'	16.34, -36.76	15.31, -36.76	12.93, -36.76	12.93, -31.63	12.93, -24.86
2	16.34, -40.98	15.31, -39.76	12.93, -40.98	12.93, -45.74	12.93, -40.16
3	16.34, -84.40	15.31, -78.97	12.93, -66.37	12.93, -60.95	12.93, -53.77
4	16.34, -115.03	15.31, -104.18	12.93, -78.96	12.93, -68.12	12.93, -53.77
5	36.76, -39.82	35.13, -38.19	35.35, -34.41	29.72, -32.78	27.57, -30.63
6	36.76, -49.01	35.13, -45.75	35.35, -38.19	29.72, -34.93	27.57, -30.63

REINFORCED CONCRETE

CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF "ACI 318", 2014 EDITION, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS," EXCEPT AS MODIFIED BY THE SUPPLEMENTAL REQUIREMENTS BELOW.

PORTLAND CEMENT- PORTLAND CEMENT SHALL BE TYPE "I", CONFORMING TO ASTM C-150.

CONCRETE AGGREGATES- NOMINAL MAXIMUM SIZE OF COARSE AGGREGATES SHALL NOT BE LARGER THAN 3/4 INCHES.

ADVERTISEMENTS- CONCRETE MAY CONTAIN A WATER REDUCING ADMIXTURE CAPABLE OF INCREASING WORKABILITY AND REDUCING THE AMOUNT OF MIXING WATER, CONFORMING TO ASTM C-494, TYPE "A". OTHER ADMIXTURES MAY BE USED IF APPROVED BY THE ENGINEER.

QUALITY OF CONCRETE:
(a) CONCRETE SHALL BE NORMAL WEIGHT, AND SHALL ATTAIN A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 5000 psi, UNLESS OTHERWISE STATED IN THE PLANS.
(b) THE MAXIMUM WATER-CEMENT RATIO SHALL BE 0.55.
(c) THE MINIMUM CEMENT CONTENT FOR CONCRETE SHALL BE 5 BAGS PER CUBIC YARD.

(d) UNLESS OTHERWISE PERMITTED OR SPECIFIED, THE MAXIMUM ALLOWABLE SLUMP OF CONCRETE SHALL BE FOUR INCHES. NO WATER SHALL BE ADDED AT THE JOB SITE TO READY-TO-USE CONCRETE WITHOUT THE APPROVAL OF THE ENGINEER, AND THEN ONLY WHEN SLUMP TESTS ARE MADE AND THE CONCRETE SO DELIVERED IS KNOWN TO BE OF LESS THAN THE SLUMP SPECIFIED.

TEST ON CONCRETE
(a) 1) TESTS ON CONCRETE USED IN CONSTRUCTION SHALL BE MADE BY AN APPROVED TESTING LABORATORY.

(b) THE COSTS OF SUCH TESTS SHALL BE ASSUMED BY THE CONTRACTOR.
(c) 2) NOT LESS THAN THREE SPECIMENS SHALL BE TESTED FOR EACH 50 CUBIC YARD TEST, NOT LESS THAN ONE TEST FOR EACH 50 CUBIC YARDS OF CONCRETE USED ON THE PROJECT.

(d) 3) SPECIMENS SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD METHOD OF TEST FOR COMPRESSION STRENGTH OF MOLDED CONCRETE CYLINDERS, ASTM C39-72. REPORTS TO THE ENGINEER SHALL BE SUBMITTED FOR EACH TEST PERFORMED.

(e) THE AGE FOR STRENGTH TESTS OF CONCRETE SHALL BE 28-DAYS. STRENGTH TESTS FOR AN EARLIER AGE SHALL BE SUBMITTED IF THE ENGINEER HAS APPROVED CONCRETE IN THE STRUCTURE TO RECEIVE ITS FULL WORKING LOADS AT SUCH EARLIER TIME. SEVEN DAY TESTS MAY BE USED WITH THE APPROVAL OF THE ENGINEER.

(f) PROVIDED THAT THE RELATION BETWEEN THE SEVEN AND 28-DAY STRENGTHS OF THE CONCRETE IS ESTABLISHED BY TEST FOR THE MATERIALS AND PROPORTIONS USED.

(g) WHEN THERE IS A QUESTION AS TO THE QUALITY OF THE CONCRETE IN THE STRUCTURE, THE ENGINEER SHALL HAVE THE RIGHT TO REQUIRE CORE TESTS IN ACCORDANCE WITH THE STANDARD METHODS OF OBTAINING AND TESTING DRILLED CORES AND SAVED BEAMS OF CONCRETE, (ASTM C42), TO ORDER LOAD TESTS ON THAT PORTION OF THE STRUCTURE WHERE THE QUESTIONABLE CONCRETE HAS BEEN PLACED, OR TO REQUIRE OTHER REASONABLE TESTS TO EVALUATE THE STRENGTH OF THE STRUCTURE.

CURING OF CONCRETE- A CURING COMPOUND SHALL BE APPLIED TO THE TOP OF "GREEN" CONCRETE SLABS AS SOON AS PRACTICAL AFTER PLACEMENT OF THE CONCRETE, FOLLOWING THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. SPECIFICATIONS AND RECOMMENDATIONS SHALL BE SUBMITTED TO THE ARCHITECT AND ENGINEER FOR APPROVAL. ALTERNATIVELY, CONCRETE SHALL BE KEPT IN A WET CONDITION FOR THE FIRST 24 HOURS AFTER PLACEMENT, AND SHALL BE MAINTAINED IN A MOIST CONDITION FOR AT LEAST THE FIRST SEVEN DAYS AFTER PLACING.

REINFORCING- REINFORCING STEEL SHALL BE GRADE 60.

CONCRETE PROTECTION FOR REINFORCEMENT- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:

ITEM	MINIMUM COVER, IN.
a) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....	3
b) CONCRETE EXPOSED TO EARTH OR WEATHER.....	2
c) #6 THROUGH #11 BARS.....	1 1/2
d) #5 BARS AND SMALLER.....	1 1/4
e) CONCRETE NOT EXPOSED TO EARTH OR WEATHER: SLABS, WALL, JOINTS (#11 OR SMALLER).....	3/4

(f) THE ABOVE PROTECTIVE COVERING ARE MINIMUMS, BUT PROTECTION SHALL NOT BE LESS THAN REQUIRED FOR FIRE-RESISTIVE RATINGS.

(g) THE CONTRACTOR SHALL PROVIDE THE NECESSARY BOLSTER, CHAIRS, AND MISCELLANEOUS REINFORCEMENT REQUIRE FOR THE SUPPORT OF REINFORCING. STEEL WIRE BAR SUPPORTS USED SHALL BE CLASS "C", PLASTIC PROTECTED.

SPLICES IN REINFORCEMENT
(a) IN SLABS, BEAMS, AND GIRDERS, SPLICES IN REINFORCEMENT AT POINTS OF MAXIMUM STRESS SHALL BE AVOIDED WHEREVER POSSIBLE. SUCH SPLICES WHERE USED SHALL BE WELDED, LAPPED OR OTHERWISE FULLY DEVELOPED, BUT, IN ANY SUCH CASE SHALL TRANSFER THE ENTIRE STRESS FROM BAR TO BAR WITHOUT EXCEEDING THE ALLOWABLE BOND AND SHEAR STRESSES. THE MINIMUM OVERLAP FOR A LAPPED SPICE SHALL BE 2 BAR DIAMETERS, BUT NOT LESS THAN 12 INCHES. THE CLEAR DISTANCE BETWEEN BARS SHALL ALSO APPLY TO THE CLEAR DISTANCE FROM A CONTACT SPICE AND ADJACENT SPLICES OR BARS.

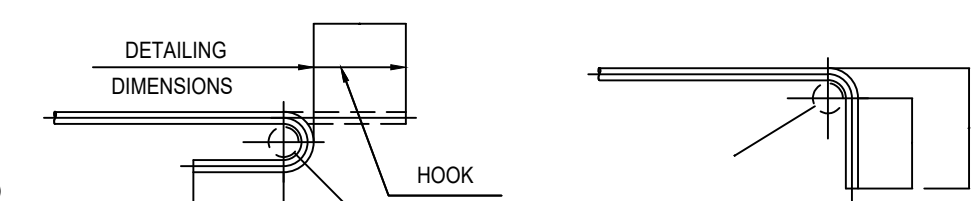
(b) WELDED WIRE FABRIC REINFORCEMENT SHALL BE LAPPED ONE MESH PLUS TWO INCHES. 12 INCHES OR AS NOTED IN THE PLANS.

(c) SPLICES IN COLUMNS, BEAMS, GIRDERS, AND SLABS NOT SHOWN IN THE PLANS SHALL BE CLASS "C" CONTACT LAP SPLICES.

(d) INTERIOR AND EXTERIOR HORIZONTAL LAPPED CORNER BARS SHALL BE PROVIDED AT ALL CORNERS TO MATCH THE SIZE, TYPE, AND SPACING OF HORIZONTAL FOOTING, WALL, MASONRY BOND BEAM, OR CONCRETE THE BEAMS REINFORCEMENT.

ACI STANDARD HOOKS (in.)

BAR SIZE	#3	#4	#5	#6	#7	#8	#9	#10
D	2 1/4	3	3 3/4	4 1/2	5 1/4	6	9 1/2	10 3/4
E	2 1/2	2 1/2	2 1/2	3	4	4	5	5
A or G	5	6	7	8	10	11	15	17
J	3	4	5	6	7	8	11 3/4	13 1/4
D	2 1/4	3	3 3/4	4 1/2	5 1/4	6	9 1/2	10 3/4
E	4 1/2	6	7 1/2	9	12	12	15	15
A or G	6	8	10	1-0	1-2	1-4	1-7	1-10



NOTES

1- ALL DIMENSIONS ARE OUT-TO-OUT OF BAR EXCEPT FOR PRE-BEND LENGTHS "A" OR "G" FOR STANDARD AND STIRRUP / TIE HOOKS.

2- MINIMUM BEND DIAMETER "D" FOR STIRRUPS AND THE HOOKS (TYPICAL TYPE D & H) SHALL BE AS SHOWN IN DETAIL 1. MIN BEND DIA. "D" FOR 90 DEG / 180 DEG STANDARD HOOKS SHALL BE AS SHOWN IN DETAIL 2.

3- INSTALL TYPE "H" CROSS TIES WITH 135 DEG HOOKS ALTERNATING END FOR END ALONG LONGITUDINAL BARS.

4- EVERY OTHER TYPE "D" TIE SHALL BE ROTATED 90 DEGREES

MASONRY

(a) LOAD BEARING MASONRY UNITS DESIGNED IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF LOAD BEARING CONCRETE MASONRY BY THE NATIONAL CONCRETE MASONRY ASSOCIATION AND BUILDING CODE ACI-530. REINFORCED UNIT MASONRY SHALL COMPLY WITH TMS 602-22 AND ASCE 6 SECTION 212.2.2 THROUGH 212.2.10.

(b) CONCRETE MASONRY UNITS SHALL BE TWO CELL BLOCKS MADE OF PORTLAND CEMENT, WATER AND APPROVED AGGREGATES AND SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR HOLLOW LOAD BEARING CONCRETE MASONRY UNITS ASTM C 90-70 WITH A MINIMUM COMPRESSIVE STRENGTH $f_m \geq 1500$ PSI.

(c) MORTAR SHALL BE TYPE "M" OR "S" AND SHALL CONFORM TO ASTM C-270, SECTION 402. PLACE HOLLOW UNITS WITH FULL MORTAR BEDDING IN ALL COURSES OF PIERS AND COLUMNS AND IN STARTING COURSES ON FOOTINGS AND SOLID WALLS, AND WHERE ADJACENT TO CELLS OR CAVITIES TO BE REINFORCED OR FILLED WITH GROUT OR CONCRETE. REMOVED MORTAR PROTRUSIONS EXTENDING MORE THAN 1/2 IN. INTO CELLS OR CAVITIES TO BE GROUTED.

(d) VERTICAL CELLS TO BE FILLED SHALL HAVE VERTICAL ALIGNMENT TO MAINTAIN A CONTINUOUS UNOBSTRUCTED CELL AREA NOT LESS THAN 2 IN. X 4 IN.

(e) CELLS CONTAINING REINFORCEMENT SHALL BE SOLIDLY FILLED WITH GROUT AND POURS SHALL BE STOPPED 1/2 IN. BELOW THE TOP OF A COURSE TO FORM A KEY AT POUR JOINTS. ALL GROUT IN FILLED CELLS SHALL BE MINIMUM 2,500 PSI PEA ROCK CONCRETE.

(f) CLEANING HOLES SHALL BE PROVIDED AT THE BOTTOM OF ALL CORES CONTAINING VERTICAL REINFORCEMENT. GROUT SHALL BE POURED TO NOT MORE THAN 4 FT. DEPTHS, ALLOWING A MINIMUM OF 30 MIN. AND A MAXIMUM OF 1 HOUR BEFORE POURING THE REMAINING HEIGHT. ALL GROUT SHALL BE CONSOLIDATED AT TIME OF POURING BY PUDDLING OR VIBRATING AND THEN RECONSOLIDATED BY LATER PUDDLING BEFORE THE PLASTICITY IS LOST.

(g) MASONRY WALLS THAT HAVE BEEN DESIGNED AS "REINFORCED MASONRY" WITH REINFORCING BARS PROVIDED TO RESIST TENSILE STRESSES, SHALL BE PROVIDED WITH NO. 5 BAR AT 4 FT., 1/2 IN. c/c MAXIMUM SPACING, AT EACH CORNER, AT WALL INTERSECTION AND AT EACH SIDE OF OPENINGS.

DEMOLITION NOTES:

1) THE INTENTION OF THESE PLANS ARE TO SHOW THE GENERAL NATURE OF THE DEMOLITION SCOPE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VISITING THE JOB SITE AND VERIFYING ALL EXISTING CONDITIONS & NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.

2) DAMAGES PROMPTLY REPAIR DAMAGES CAUSED TO ADJACENT FACILITIES AT NO COST TO OWNER.

3) TRAFFIC: CONDUCT DEMOLITION AND CONSTRUCTION OPERATIONS AND DEBRIS REMOVAL IN A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. ALL CONSTRUCTION BY TRAFFIC SHALL BE DIRECTED AS AGREED DURING PRE-CONSTRUCTION MEETING WITH THE OWNER.

4) UTILITY SERVICES: MAINTAIN EXISTING UTILITIES. KEEP IN SERVICE AND PROTECT DAMAGE DURING OPERATIONS.

5) ENVIRONMENTAL CONTROLS: USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN AIR TO LOWEST PRACTICAL LEVEL COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION, FLOODING, AND POLLUTION.

6) PERFORM DEMOLITION AND CONSTRUCTION WORK IN A SYSTEMATIC MANNER.

7) PROVIDE SERVICES FOR EFFECTIVE AIR AND WATER POLLUTION CONTROLS AS REQUIRED BY LOCAL AUTHORITIES HAVING JURISDICTION.

8) REMOVE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION AND CONSTRUCTION OPERATIONS FROM BUILDING SITE. TRANSPORT AND LEGALLY DISPOSE OFF SITE.

9) IF HAZARDOUS MATERIALS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, COMPLY WITH APPLICABLE REGULATIONS, LAWS AND ORDINANCES CONCERNING REMOVAL, HANDLING AND PROTECTION AGAINST EXPOSURE OR ENVIRONMENTAL POLLUTION.

10) BURNING OF REMOVED MATERIALS IS NOT PERMITTED ON PROJECT SITE.

11) UPON COMPLETION OF DEMOLITION WORK REMOVE TOOLS, EQUIPMENT, AND DEMOLISHED MATERIALS FROM SITE. REMOVE PROTECTIONS AND LEAVE INTERIOR AREAS BROOM CLEAN.

ALTERATION/MODIFICATION TO EXISTING STRUCTURES:

PROJECTS OF THIS NATURE HAVE BEEN DESIGNED TO THE BEST OF KNOWLEDGE OF THIS OFFICE WITH RESPECT TO THE EXISTENCE, LOCATION AND CONDITION OF ANY EXISTING STRUCTURAL ELEMENTS. IN CASE OF ANY DISCREPANCIES BETWEEN THESE ASSUMPTIONS AND THE ACTUAL CONDITIONS DISCOVERED DURING CONSTRUCTION, NOTIFY THIS OFFICE FOR EXISTING CONDITIONS ANALYSIS AND DESIGN ADJUSTMENTS.

DIMENSIONS OF EXISTING STRUCTURES SHALL BE FIELD VERIFIED TO BE COMPATIBLE WITH PROPOSED WORK.

SHOP DRAWINGS:

GENERAL CONTRACTOR TO PROVIDE THIS OFFICE WITH SHOP DRAWINGS AND CALCULATIONS SIGNED AND SEALED BY THE DELEGATED ENGINEER FOR APPROVAL. CONTRACTOR TO ANTICIPATE FOR TIME OF REVIEW, ADJUSTMENT AND RESUBMITTAL. SAID DRAWINGS SHALL BE ENGINEERED TO COMPLY WITH THE DESIGN PARAMETERS SPECIFIED IN THESE PLANS BUT IN NO CASE LESS THAN THE MINIMUMS REQUIRED BY THE ABOVE MENTIONED CODES. DESIGN PARAMETERS USED AND ALL LOADS FROM SPECIALTY MEMBERS ACTING AGAINST THE SUBSTRUCTURE SHALL BE CLEARLY IDENTIFIED IN THE REVIEW PACKAGE.

ALL OPENINGS BELOW 60-0" TO BE PROTECTED FROM IMPACT OF WINDBOURNE DEBRIS. GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL ACTIVITIES RELATED TO WORK SAFETY. CONSTRUCTION LOADS SHOULD BE CAREFULLY DISTRIBUTED TO AVOID LOADING ANY MEMBERS IN EXCESS OF THEIR CAPACITY.

THIS PROJECT IS A MODIFICATION TO AN EXISTING STRUCTURE. GC IS RESPONSIBLE THAT ALL CONTRACTORS, SUB-CONTRACTORS, SPECIALTY ENGINEERS, MANUFACTURERS OR ANY OTHER PERSONS THAT DO WORK UNDER THIS PERMIT, VERIFY ALL DIMENSIONS IN FIELD BEFORE FABRICATION OF FLOOR OR ROOF SYSTEMS, POURING ANY CONCRETE BEAMS OR SLABS, OR ORDERING ANY WINDOWS, DOORS OR OTHER SUCH MATERIALS.

ALL DIMENSIONS ON THE STRUCTURAL PLANS WERE BASED ON EXISTING LAYOUTS PROVIDED BY THE ARCHITECT OF RECORD. ARCHITECT SHOULD CHECK ANY RELEVANT DIMENSIONS SUCH AS BEAM DEPTHS OVER OPENINGS.

ANY DISCREPANCIES FOUND FOR ANY CIRCUMSTANCE BETWEEN THE STRUCTURAL PLANS AND THE EXISTING CONDITIONS FOUND ON SITE AND/OR ANY CONDITIONS THAT WERE OMITTED ON THE PLANS MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD.

TO THE BEST OF THE ENGINEER OF RECORD'S KNOWLEDGE, THE EXISTING STRUCTURE, AS DESIGNED, IS STRUCTURALLY SOUND AS PER THE DESIGN CRITERIA SET FORTH BY THE APPLICABLE BUILDING CODE AT THE TIME OF ORIGINAL PERMITTING. ALL EXISTING STRUCTURES THAT HAVE BEEN ALTERED OR HAVE

ADDITIONAL LOADING ON THEM DUE TO THE SCOPE OF WORK OF THIS PROJECT, HAVE BEEN RE-EVALUATED AND ARE DETAILING TO BE STRUCTURALLY SOUND, AS PER THE DESIGN CRITERIA SET FORTH BY THE 2023 FLORIDA BUILDING CODE, OR HAVE BEEN MODIFIED TO MEET SUCH DETAILING. ALL NEW STRUCTURAL MEMBERS HAVE BEEN DESIGNED BASED ON THE 8TH EDITION, 2023 FLORIDA BUILDING CODE.

EXISTING CONDITIONS ARE UNKNOWN, THEREFORE, PLANS ARE FOR THE PERMITTING PROCESS ONLY WHERE WORST CASE CONDITIONS HAVE BEEN APPROXIMATED.

ALL EXISTING CONDITIONS ARE ASSUMED AND MUST BE CONFIRMED BY THE GC AFTER PERMITTING.

GC TO CONTACT ENGINEER OF RECORD WITH ACTUAL FIELD CONDITIONS WHERE ENGINEERING WILL BE MODIFIED/ COMPLETED BASED ON DISCOVERING OF ACTUAL FIELD CONDITIONS.

LUMBER

LUMBER WORK SHALL CONFORM TO ALL REQUIREMENTS OF ANSI/AWC NDS-2024 NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION.

ALL LUMBER SHALL BE SOUTHERN PINE #2 MINIMUM FIBER STRESS OF 1100 PSI. $F_b=1100$ psi, $F_v=1,400$ psi, $E=1,400,000$ psi.

ALL ROOF & FLOOR TRUSSES SHALL BE ENGINEERED BY A REGISTERED FLORIDA ENGINEER & TRUSS SHOP DRAWINGS SHALL BE SIGNED & SEALED BY SAID ENGINEER.

TRUSS MANUFACTURER SHALL SUBMIT FOUR (4) SETS OF TRUSS LAYOUT PLANS AND ENGINEERING SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AS TO COMPLIANCE WITH DESIGN CONCEPT.

THE BOTTOM OF WOOD POSTS SHALL BE PROTECTED FROM DETERIORATION BY APPROVE PRODUCT OR METHOD.

ALL WOOD TRUSSES SHALL BE ANCHORED AT BOTH ENDS WITH APPROVED GALV. METAL TRUSS STRAPS. TYPICAL EACH TRUSS.

ALL WOOD TRUSSES TO BE ANCHORED TO BEARING FRAME PARTITION WITH APPROVED GALVANIZED METAL TRUSS STRAPS, TYPICAL EACH TRUSS.

TRUSS MANUFACTURER SHALL COORDINATE TRUSS FABRICATION WITH AIR CONDITIONING DUCT LAYOUT.

ALL WOOD IN CONTACT WITH MASONRY, CONCRETE OR STEEL SHALL BE P.T.

WHERE 1 X 3 FURRING STRIPS ARE NOT USED FOR CEILING, PROVIDE 1 X 4 BRACING @ 6'-0" O.C. @ BOTTOM CHORD & AS OTHERWISE CALLED FOR ON THE TRUSS SHOP DRAWINGS. ADEQUATE BRACING & BRIDGING SHALL BE USED DURING ERECTION OF THE TRUSSES TO PREVENT COLLAPSE OR DAMAGE TO THE TRUSSES.

PROVIDE DRAFT STOP BY CLADDING ONE SIDE OF FLOOR TRUSS W/ (1) LAYER OF 1/2" GYP. BOARD FOR FLOOR AREAS NOT TO EXCEED 500 SQ.FT.

ERECTION OF TRUSSES LONGER THAN 35' OVERALL LENGTH OR TALLER THAN 6' ON OVERALL HEIGHT SHALL BE SUPERVISED BY AN ENGINEER, ARCHITECT OR SPECIAL INSPECTOR. OWNER BUILDERS SHALL PROVIDE A NOTARIZED LETTER OF INTENT FROM HIMSELF/HIMSELF AND FROM THE SPECIAL INSPECTOR TO THIS EFFECT.

PRESSURE TREATED WOOD NOTE:

ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED OR SEPARATED WITH (2) LAYERS OF 30 LB. BUILDING PAPER. THE USE OF CCA PRESSURE TREATED LUMBER IS PROHIBITED. FOR INTERIOR APPLICATIONS (NOT EXPOSED TO WEATHER) PROVIDE SODIUM BORATE (SBX) TREATED LUMBER. FOR EXTERIOR USE PROVIDE COPPER AZOLES (CA) OR ALKALINE COPPER QUATERNARY (ACQ) LUMBER. FASTENERS AND CONNECTORS ACCEPTABLE FOR USE WITH PRESSURE TREATED LUMBER SHALL BE HOT DIPPED GALVANIZED. HOT DIPPED GALVANIZED CONNECTORS SHALL MEET ASTM A653, CLASS G185 STANDARDS. HOT DIPPED GALVANIZED FASTENERS SHALL MEET ASTM A153 STANDARDS. FASTENERS USED TOGETHER SHALL BE SAME TYPE (E.G. HOT DIPPED NAILS WITH HOT DIPPED NAIL HANGERS). TYPE 304 AND 316 STAINLESS STEEL PRODUCTS ARE REQUIRED FOR MAXIMUM CORROSION RESISTANCE.

FORMS AND SHORING

REMOVAL OF FORMS- FORMS SHALL BE REMOVED IN SUCH MANNER AS NOT TO IMPAIR THE SAFETY AND SERVICEABILITY OF THE STRUCTURE. FORMS AND SUPPORTS SHOULD REMAIN IN PLACE UNDER ORDINARY CONDITIONS UNTIL THE CONCRETE HAS HARDENED SUFFICIENTLY SO AS NOT TO SUFFER DAMAGE, BUT NEVER LESS THAN THE FOLLOWING TIME WITHOUT PERMISSION FROM THE ENGINEER.

1) WALLS, COLUMNS, SIDES OF BEAMS AND GIRDERS..... 24 HOURS.
2) BOTTOM FORMS FOR SLABS, BEAMS, AND GIRDERS..... 14 DAYS, BUT NEVER LESS THAN 80% f_c .

SHORING AND RESHORING OF CONCRETE CONSTRUCTION:

(a) THE SHORING SYSTEM DESIGN AND INSTALLATION SHALL BE MADE BY AN EXPERIENCED CONTRACTOR OR ENGINEER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

1) RECOMMENDED PRACTICE FOR CONCRETE FORMWORK (ACI 307).
2) FORMWORK FOR CONCRETE, PUBLICATION SP-4, ACI.
3) "RECOMMENDED SAFETY REQUIREMENTS FOR SHORING CONCRETE FORMWORK", SCAFFOLDING AND SHORING INSTITUTE.

(b) THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SHORING OR RESHORING OF CONCRETE CONSTRUCTION FOR THE PROJECT.

SHORING AND RESHORING OF WOOD CONSTRUCTION:

(a) THE SHORING SYSTEM DESIGN AND INSTALLATION SHALL BE MADE BY AN EXPERIENCED CONTRACTOR OR ENGINEER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

1) RECOMMENDED PRACTICE FOR LUMBER WORK ANSI/AWC NDS-2018
2) "RECOMMENDED SAFETY REQUIREMENTS FOR SHORING WOOD CONSTRUCTION", SCAFFOLDING AND SHORING INSTITUTE.

(b) THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SHORING OR RESHORING OF WOOD CONSTRUCTION FOR THE PROJECT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND RESHORING WORK.

GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL ACTIVITIES RELATED TO WORK SAFETY.

CONSTRUCTION LOADS SHOULD BE CAREFULLY DISTRIBUTED TO AVOID LOADING ANY MEMBERS IN EXCESS OF THEIR CAPACITY.

NOTE: THE FEE OF THE TESTING SHALL BE PAID BY THE CONTRACTOR.

LOW CARBON CONCRETE NOTE:

LOW CARBON CONCRETE IS ACCEPTABLE TO BE USED FOR 2" CONCRETE PAD, INTERIOR SLAB INFILL AND EXTERIOR RAMPS.
Compressive strength at 28 days: 5,000 psi
Maximum W/C ratio: 0.55 Confirmed
#4 Maximum size of coarse Aggregates: 3/4 in
#4 Maximum Slump
Fly Ash acceptable

FASTENER SCHEDULE

FASTENERS PER FBC 2017 6TH ED. CHAPTER 6 R602.3

DESCRIPTION	NUMBER AND TYPE	SPACING AND LOCATION
CEILING JOIST TOP PLATE	3-8d	PER JOIST, TOE NAIL
HIP RAFTER TO RAFTER	3-10d COMMON NAILS	TOE NAIL
STUD TO STUD	16d COMMON	24" O.C. FACE NAIL
HEADER TO STUD	4-8d COMMON NAILS	TOE NAIL
TOP PLATE TO TOP PLATE	16d COMMON NAILS	16" O.C. FACE NAIL
TOP OR BOTTOM PLATE TO STUD	4-8d NAILS	TOE NAIL
BLOCKING	2-16d COMMON	2 EACH

WOOD BEAM FASTENING SCHEDULE

SCREW MODEL NO.	ASSEMBLY	NOMINAL SCREW LENGHT	SPACING
SDW22300	2-PLY 2X12TRUSS	2 15/16"	2 ROWS- 12" O.C.
SDW22438	3-PLY 2X12TRUSS	4 3/8"	2 ROWS

